



CITY OF PITTSBURG

******* AMENDED AGENDA *******

May 01, 2017

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

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

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

**CITY COUNCIL
PITTSBURG ARTS AND COMMUNITY FOUNDATION
SUCCESSOR AGENCY**

PRESIDING

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

**FOR HOUSING AUTHORITY:
Michelle King, 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.

6:00 P.M.

CONVENE IN CLOSED SESSION

1. 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

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE SUCCESSOR AGENCY; Significant exposure to litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

Two (2) cases

3. CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6):

Agency designated representatives: Joe Sbranti, Garrett Evans; Employee organizations: Police Managers' Group (PMG) and Police Officers' Association (POA)

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

4. Introduce and Waive First Reading of an Ordinance to Rescind and Amend the Pittsburg Municipal Code, Title 15, Buildings and Construction, to Adopt by Reference the 2016 California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code and Energy Code with State of California and Local Amendments

The California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24. These codes are commonly referred to as the California Building Code ("Codes") and include, building, plumbing, mechanical, electrical, energy, residential, historical and green standards. A previous action to incorporate the Codes by reference in the Pittsburg Municipal Code did not include certain code sections. This item will add the missing sections to the municipal code.

5. Adoption of a City Council Ordinance Authorizing an Amendment to the Contract between the City and the Board of Administration of the California Public Employees' Retirement System (CalPERS)

Adoption of an ordinance amending the contract between the City of Pittsburg and the Board of Administration of the California Public Employees' Retirement System (CalPERS) as negotiated with American Federation of State, County, and Municipal Employees Union (AFSCME) Miscellaneous A (Misc. A); Management, Professional and Confidential Units (MPC), and Teamsters Local 856 pursuant to Government Code 20516 for "Cost Sharing."

6. Adoption of a City Council Resolution to Adopt a Mitigated Negative Declaration Prepared for the Americana Park Bypass Channel

The proposed project includes construction of a bypass channel to convey Americana Park detention basin overflows into a tributary of Willow Creek. An initial study was prepared to identify potentially significant environmental impacts associated with construction of the proposed project, and it has been determined that these impacts could be lessened to a less than significant level through specified mitigations measures. As such, staff has prepared a Mitigated Negative Declaration (MND). The proposed Americana Park Bypass Channel project is identified within the City's Five-Year Capital Improvement Program (CIP; Project SD-9).

CONSIDERATION

7. Adoption of a City Council Resolution Approving the City's Proposed Framework for the Development of a Green Infrastructure Plan

The City is required under a permit from the San Francisco Regional Water Quality Control Board to control, prevent, and mitigate pollution in waterways. To mitigate for these pollutants, the City is required to develop a long term planning tool called the Green Infrastructure Plan to implement green projects. This report presents the Green Infrastructure Framework (Framework) which outlines the tasks, timeframes, and resources required to develop the Green Infrastructure Plan.

8. By Minute Order, Authorize Community Outreach Program and Distribution of Open Letter to the Community Regarding Diversity

The City Council was approached by residents concerned about local police enforcement of federal immigration laws. In response, the City Council held a workshop to take input on the issue. If approved, this minute order will authorize staff to conduct a community outreach program and distribute an Open Letter to the Community.

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 ARTS AND COMMUNITY FOUNDATION, AND SUCCESSOR AGENCY CONSENT CALENDAR

9. Minutes

Minutes of April 17, 2017

10. Claims - Rejection of Claims against the City which may cause expenditure of funds; on file in the Office of the City Clerk.

Claim #17-0019 Vaughn, Marcia

11. Adoption of a PACF Resolution Approving a Sublease Agreement between the Pittsburg Arts and Community Foundation, Inc. and Iman Jamel Hussein-Garcia dba AIM Moda Men's Suit Outlet for 690 Railroad Avenue

Staff requests approval of a sublease agreement between the Pittsburg Arts and Community Foundation (Foundation) and Iman Jamel Hussein-Garcia doing business as AIM Moda Men's Suit Outlet at 690 Railroad Avenue (Sublease Agreement), also known as the Vidrio commercial space. Under the proposed agreement, the premises would be subleased to the tenant for a period of fifty-four months.

12. Adoption of a City Council Resolution Approving Contra Costa Transportation Authority's Measure J Growth Management Program Compliance Checklist for Calendar Years 2014 and 2015

The Contra Costa Transportation Authority (CCTA) requires the City to submit a biennial Growth Management Program (GMP) Compliance Checklist in order to be eligible to receive its portion of Local Street Maintenance and Improvement Funds contained in Measure J. The Measure J GMP Compliance Checklist covering Calendar Years 2014 and 2015 is required to receive the City's portion of Local Street Maintenance and Improvement Funds for Fiscal Year (FY) 2015-16 and 2016-17. The City's allocation for FY 2015-16 is \$778,712. An estimate of the City's allocation for FY 2016-17 is \$791,882.

13. Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between the City of Pittsburg and BARIC Services LLC for the Property Located at 14 Alturas Avenue (087-114-011)

The City of Pittsburg (City) and BARIC Services LLC, a California limited liability company (Buyer), propose to enter into a purchase and sale agreement (Purchase Agreement) for the disposition of City property located at 14 Alturas Avenue (087-114-011) (the "City Property").

14. Adoption of a City Council Ordinance Levying Special Tax in Community Facilities District (CFD) No. 2017-1, Fire Facilities and Fire Safety and Emergency Services

In accordance with the policy of the City Council and the development agreement between the City of Pittsburg (the "City") and Discovery Homes (the "Developer"), the City has agreed to form a Community Facilities District ("CFD") to provide funding for fire protection and emergency facilities and services to serve the Belle Harbor subdivision, now known as Waterstone subdivision. In addition, this Resolution considers the formation of the CFD and provides for the future annexation of territory.

15. Request for Reinstatement and a Leave of Absence for Planning Commissioner Belleci-Shipe, Through June 2017

The City Council adopted a Handbook for City Advisory Bodies that requires City Council action to approve absences of more than three consecutive meetings, or the commissioner shall be deemed to have resigned his or her position. Due to family medical reasons, Planning Commissioner Patrice Belleci-Shipe has missed the last three Planning Commission meetings; however, on April 21, 2017, she submitted a request to be reinstated for the remainder of her term (which expires June 30, 2017) with a leave of absence that would allow her the flexibility of attending the remaining meetings as her schedule allows, in light of her family medical situation. Staff recommends approval of the reinstatement and the leave of absence as requested.

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 May 15, 2017

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action 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 - 2017

Updated February 7, 2017

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Merl Craft / Pete Longmire Alternate	Standing	Annual	J. Sbranti
SF Bay Regional Water Quality Board	Merl Craft / Pete Longmire Alternate	Standing	As needed	J. Sbranti
Contra Costa County Fire Dist.	Pete Longmire / Jelani Killings Alternate	Standing	2 nd Monday	J. Sbranti
Delta Diablo**	Pete Longmire / Juan Banales Alternate	Standing	2 nd Wednesday	F. McKinley
East Co.Co.County Habitat Conservancy	Sal Evola / Pete Longmire Alternate	Standing	Monthly	F. McKinley
East County Water Management	Merl Craft / Pete Longmire Alternate	Standing	Annual	F. McKinley
TRANSPLAN / ECCRFFA	Sal Evola / Juan Banales Alternate	Standing	2 nd Thursday	F. McKinley
Tri-Delta Transit (2 reps)***	Pete Longmire&Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	F. McKinley
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Sal Evola / Merl Craft Alternate	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Merl Craft / Pete Longmire Alternate	Standing	1 st Thursday	J. Sbranti/G. Evans
School Districts Committee (2 reps)	Merl Craft &Jelani Killings / Juan Banales Alt.	Standing	4 th Thursday even months	J. Sbranti
<u>SUBCOMMITTEES (2 reps)</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
CAC/CDBG	Juan Banales & Jelani Killings / Pete Longmire Alt.	Standing	As needed	M. Aliotti
Pittsburg Recognition Committee	Merl Craft / Pete Longmire Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Pete Longmire &Juan Banales / Sal Evola Alt.	Standing	Quarterly	G. Evans
Finance Subcommittee	Sal Evola & Pete Longmire / Merl Craft Alt.	Standing	As needed	B. Farmer
Land Use Subcommittee	Sal Evola &Juan Banales / Merl Craft Alt.	Ad Hoc	As needed	F. McKinley
Local Contracting & Preference Policy	Merl Craft & Sal Evola	Ad Hoc	As needed	F. McKinley/B.Farmer
Pittsburg Arts & Community Foundation	Merl Craft& Jelani Killings / Pete Longmire Alt.	Standing	As needed	J. Sbranti
Pittsburg Police Activities League (PAL)	Banales / Killings Alt.	Standing	Monthly	B. Addington
Power Company Advisory	Pete Longmire & Juan Banales / Merl Craft Alt.	Standing	As needed	G. Evans
Sister City Committee	Sal Evola&Merl Craft/ Pete Longmire Alt.	Ad Hoc	As needed	G. Evans
Successor Agency Subcommittee	Merl Craft &Jelani Killings / Pete Longmire Alt.	Standing	As needed	G. Evans

*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: 4/11/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Introduce and Waive First Reading of an Ordinance to Rescind and Amend the Pittsburg Municipal Code, Title 15, Buildings and Construction, to Adopt by Reference the 2016 California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code and Energy Code with State of California and Local Amendments

MEETING DATE: 5/1/2017

EXECUTIVE SUMMARY

The California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24. These codes are commonly referred to as the California Building Code ("Codes") and include, building, plumbing, mechanical, electrical, energy, residential, historical and green standards. A previous action to incorporate the Codes by reference in the Pittsburg Municipal Code did not include certain code sections. This item will add the missing sections to the municipal code.

FISCAL IMPACT

This ordinance does not require a funding source and has no fiscal impact upon the City.

RECOMMENDATION

City Council introduce, waive further reading, and pass to second reading of the attached Ordinance to rescind and amend Chapters 15.08, 15.16, 15.18, 15.22, 15.26, 15.28, 15.32, 15.60, and 15.64 of the City of Pittsburg Municipal Code.

BACKGROUND

The 2016 California Codes took effect statewide on January 1, 2017. On December 19, 2016, the City Council adopted Ordinance 16-1417 to rescind and amend portions of Chapter 15 of the Pittsburg Municipal Code with updated codes. This action inadvertently

did not include all sections of the state codes requiring update. This action includes the missing sections in the update to the municipal code.

These building regulations or standards have the same force of law, and are confirmed 180 days after their publication unless otherwise stipulated. This code applies to all occupancies in the State of California as annotated.

This is the first reading of an ordinance to rescind and amend sections of the Pittsburg municipal code to reflect the 2016 California Building Code, California Code of Regulations, Title 24, Part 2, Volumes 1 and 2, California Building Standards Commission, based upon the 2015 International Building Code as published by the International Code Council;

The 2016 California Electrical Code, California Code of Regulations, Title 24, Part 3, California Building Standards Commission, based upon the 2014 National Electrical Code as published by the National Fire Protection Association;

The 2016 California Mechanical Code, California Code of Regulations, Title 24, Part 4, California Building Standards Commission, based upon the 2015 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials;

The 2016 California Plumbing Code, California Code of Regulations, Title 24, Part 5, California Building Standards Commission, based upon the 2015 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials;

The 2016 California Historical Building Code, California Code of Regulations, Title 24, Part 8, as published by the California Building Standards Commission;

The 2016 Green Building Standards Code, California Code of Regulations, Title 24, Part 11, California Building Standards Commission as published by the International Code Council;

The 2016 California Existing Building Code, California Code of Regulations, Title 24, Part 10, California Building Standards Commission based upon the 2015 International Existing Building Code;

The 2016 Residential Code, California Code of Regulations, Title 24, Part 2.5, California Building Standards Commission, based upon the 2015 International Residential Building Code as published by the International Code Council;

The 2016 California Energy Code, Title 24, Part 6, California Building Standards Commission as published by the International Code Council.

The City may establish more restrictive building standards as reasonably necessary because of local climatic, geological, or topographical conditions. The proposed amendments are based upon these tangible conditions and past practice.

SUBCOMMITTEE FINDINGS

n/a

STAFF ANALYSIS

Adoption of this ordinance formalizes the City's participation in enforcing the building codes as adopted by the State Building Standards Commission. This will provide necessary clarification regarding the adopted regulations governing property development, building construction and maintenance.

ATTACHMENTS: Exhibit "A", Copy of Ordinance to Adopt 2016 California Codes
Exhibit "B", Copy of the 2016 California Building Code, Volumes 1 and 2
Exhibit "C", Copy of the 2016 California Electrical Code
Exhibit "D", Copy of the 2016 California Mechanical Code
Exhibit "E", Copy of the 2016 California Plumbing Code
Exhibit "F", Copy of the 2016 Historical Building Code
Exhibit "G", Copy of the 2016 California Green Building Standards Code
Exhibit "H", Copy of the 2016 California Residential Building Code
Exhibit "I", Copy of the 2016 California Energy Code
Exhibit "J", Copy of the 2016 Existing Building Code

Report Prepared By: Romeo F. Herrera, Chief Building Official

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance to Rescind and Amend Pittsburgh)
Municipal Code Chapters 15.08, 15.16, 15.28,)
15.32, 15.18, 15.60, 15.22, 15.26 and 15.64) ORDINANCE NO. 17-XXX
Which Adopts by Reference the)
Applicable 2016 California Codes)

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

SECTION 1. Rescind and Amend Chapter 15.08 of the Pittsburgh Municipal Code entitled
"Building Code."

Chapter 15.08, "Building Code" of Title 15 "Buildings and Construction" of the Pittsburgh Municipal Code is hereby repealed and re-enacted to read as follows:

Section 15.08.040 Amendments to Appendix Chapter 1, Administration.

Set forth below are the local amendments, additions, and deletions to the Administrative portion of the *2016 California Building Code*. Chapter and section numbers used herein are those of Chapter 1 of the *2016 California Building Code*.

Section 107.5 "Retention of Construction Documents" is hereby amended to read:

Section 107.5 Maintenance of Building Plans. The building division of the City of Pittsburgh shall maintain an official copy, which may be on microfilm or other type of photographic copy of the plans of every building, during the life of the building, for which the department issued a building permit. "Building Division" means the department, bureau, or officer charged with the enforcement of laws or ordinances regulating the erection, construction, or alteration of buildings. Except for plans of a common interest development as defined in Section 1351 of the Civil Code, plans need not be filed for:

- (a) Single or multiple dwellings not more than two stories and basement in height.
- (b) Garages and other structures appurtenant to buildings described under subdivision (a).
- (c) Farm or ranch buildings.
- (d) Any one-story building where the span between bearing walls does not exceed 25 feet.

The exemption in this subdivision does not apply to a steel frame or concrete building.

Section 109.9 "Reinspection Fees" is hereby added to read:

Section 109.9 Reinspections. If reinspections are required, fees for the same may be assessed in accordance with Section 109.

To obtain a re-inspection, the permittee shall pay any assessed re-inspection fee. In those instances where the building official has assessed a re-inspection fee, the building inspector shall perform no additional inspections of the work until the required fee has been paid.

SECTION 2. Rescind and Amend Chapter 15.16 of the Pittsburg Municipal Code entitled “Electrical Code.”

Chapter 15.16, “Electrical Code” of Title 15 “Buildings and Construction” of the Pittsburg Municipal Code is hereby repealed and re-enacted to read as follows:

Section 15.16.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the electrical code of the City, the *2016 California Electrical Code (CEC)*, California Code of Regulations, Title 24, Part 3, and Appendices [based on the *2014 National Electrical Code* published by the National Fire Protection Association].
- B. One copy of the CEC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CEC as set forth in this Chapter. In addition, all subsequent supplements to the CEC and related publications are adopted by reference.

Section 15.16.020 Electrical permit – Applicant qualifications.

No permit shall be issued to any person to do or cause to be done any electrical work regulated by this chapter, unless such applicant qualifies under one of the following conditions:

- A. Applicant possesses a valid, unexpired and unrevoked electrical contractor’s license issued to him or her under the applicable provisions of the Business and Professions Code of the state; or
- B. Applicant is the bona fide owner of the premises, which premises consists of a single-family dwelling, duplex, or a single unit in a condominium complex used exclusively for living purposes, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 15.16.040 Amendments, Additions, and Deletions to the National Electrical Code.

Set forth below are the local amendments, additions, and deletions to the *2016 California Electrical Code*. Chapter and section numbers used herein are those of the *2016 California Electrical Code*.

Section 89.108.8 “Appeals Board” is replaced by Section 113 “Board of Appeals” of Appendix Chapter 1 of the *2016 California Building Code*.

Article 100. Definitions are hereby amended by the addition of the following words or phrases:

“CITY or THE CITY” shall refer to the City of Pittsburg as the text requires.

“CITY COUNCIL” shall refer to the City Council of the City of Pittsburg.

“ELECTRICAL CONTRACTOR” shall refer to a contractor in possession of a valid license issued in accordance with the provisions of the California Contractors State License Board.

“ELECTRICAL INSPECTOR” shall refer to the Building Official of the City of Pittsburg or his or her authorized representative.

“ELECTRICAL WORK” shall refer to the installation, construction, maintenance, and repair of electrical equipment.

“PERSON” shall refer to a natural person, his or her heirs, executors, administrators, or assignees, and also includes a firm, partnership, or corporation, its’ or their successors or assignees, or the agent of any of the aforesaid.

“SINGLE FAMILY DWELLING” shall refer to a residential building containing one or two dwelling units.

Section 15.16.050 “Violation - Penalty”

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than \$1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 3. Rescind and Amend Chapter 15.28 of the Pittsburg Municipal Code entitled “Mechanical Code.”

Chapter 15.28, “Mechanical Code” of Title 15 “Buildings and Construction” of the Pittsburg Municipal Code is hereby amended to read as follows:

Section 15.28.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the mechanical code of the City, the *2016 California Mechanical Code (CMC)*, California Code of Regulations, Title 24, Part 4, and Appendices [based on the *2015 Uniform Mechanical Code* published by the International Association of Plumbing and Mechanical Officials].
- B. One copy of the CMC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CEC as set forth in this Chapter. In addition, all subsequent supplements to the CMC and related publications are adopted by reference.

Section 15.28.020 Applicant Qualifications – Mechanical Permit.

No permit shall be issued to any person to do or cause to be done any mechanical installations or related work regulated by this chapter unless such applicant qualifies under one of the following conditions:

- A. Applicant possesses a valid, unexpired and unrevoked mechanical contractor’s license issued to him or her under the applicable provisions of the Business and Professions Code of the state; or

- B. Applicant is the bona fide owner of the premises, which premises consists of a single-family dwelling, duplex or single unit in a condominium complex used exclusively for living purposes, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 15.28.030 Adoption, Appendix Chapter 1, Administration.

Appendix Chapter 1, Administration, *2016 California Building Code* (Code of Regulations, Title 24, Part 2, Volume 2) is hereby adopted as the administrative chapter for the Mechanical Code for the City of Pittsburg.

Section 15.28.040 Amendments, Additions, and Deletions to the Mechanical Code.

Set forth below are the local amendments, additions, and deletions to the *2016 California Mechanical Code*. Chapter and section numbers used herein are those of the *2016 California Mechanical Code*.

Appendix Chapter 1 is hereby adopted as the administrative chapter for this code.

Reference is made to the Appendix Chapter 1 Administration of 2016 California Building Code, which is based on the *2015 International Building Code* as published by the International Code Conference and amended by the City of Pittsburg. Where there is a conflict between administrative requirements of each code the administrative requirements of the Building Code shall prevail.

Section 101.0 "Title" The first sentence of Section 101.0 is hereby amended to read:

This ordinance may be cited and shall be known as the "Mechanical Code of the City of Pittsburg".

Section 114.1 "Permit Issuance" is hereby amended by adding:

Section 114.1.1 Applicant Qualifications. No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualifies under one of the following:

- A. Applicant possesses a valid, unexpired and unrevoked plumbing contractor's license issued to him / her under the applicable provisions of the Business and Professions Code of the state; or
- B. Applicant is the bona fide owner of the property, which property consists of a single-family dwelling, duplex or single unit in a condominium complex used exclusively as a dwelling, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 203 "Definition of Terms" is amended by adding:

ADMINISTRATIVE AUTHORITY shall mean the City Building Official of the City of Pittsburg or his or her duly authorized representative.

“CITY OF” or “THE CITY” shall refer to the City of Pittsburg as the text may require.

“CITY COUNCIL” shall refer to the City Council of the City of Pittsburg.

Section 15.28.050 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than \$1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 4. Rescind and Amend Chapter 15.32 of the Pittsburg Municipal Code entitled “Plumbing Code.”

Chapter 15.32, “Plumbing Code” of Title 15 “Buildings and Construction” of the Pittsburg Municipal Code is hereby repealed and re-enacted to read as follows:

Section 15.32.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the plumbing code of the City, the *2016 California Plumbing Code (CPC)*, California Code of Regulations, Title 24, Part 5, and Appendices [based on the *2015 Uniform Plumbing Code* published by the International Association of Plumbing and Mechanical Officials].
- B. One copy of the CPC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CPC as set forth in this Chapter. In addition, all subsequent supplements to the CPC and related publications are adopted by reference.

Section 15.32.020 Permit – Applicant Qualifications – Plumbing Permit.

No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualifies under one of the following:

- A. Applicant possesses a valid, unexpired and unrevoked plumbing contractor’s license issued to him or her under the applicable provisions of the Business and Professions Code of the state; or
- B. Applicant is the bona fide owner of the premises, which premises consists of a single-family dwelling, duplex or single unit in a condominium complex used exclusively for living purposes, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 15.32.030 Backflow prevention valve.

All buildings and structures shall be protected from backflow of sewage by installing an approved type backflow valve or device installed at the required sewer cleanout on the lower end of the building drain. The installation of this device shall be approved by the building official.

Section 15.32.040 Adoption, Appendix Chapter 1, Administration.

Appendix Chapter 1, Administration, *2016 California Building Code* (Code of Regulations, Title 24, Part 2, Volume 2) is hereby adopted as the administrative chapter for the building codes for the City of Pittsburgh.

Section 15.32.050 Amendments, Additions, and Deletions to the Uniform Plumbing Code. Set forth below are the local amendments, additions, and deletions to the *2016 California Plumbing Code*. Chapter and section numbers used herein are those of the *2016 California Plumbing Code*.

Reference is made to the Appendix Chapter 1 Administration of 2016 California Building Code, which is based on the *2015 International Building Code* as published by the International Code Conference and amended by the City of Pittsburgh. Where there is a conflict between administrative requirements of each code the administrative requirements of the Building Code shall prevail.

Section 101.0 "Title" The first sentence of Section 101.0 is hereby amended to read:

This ordinance may be cited and shall be known as the "Plumbing Code of the City of Pittsburgh".

Section 103.3 "Permit Issuance" is hereby amended by adding:

Section 103.3.1.1 Applicant Qualifications. No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualifies under one of the following:

- C. Applicant possesses a valid, unexpired and unrevoked plumbing contractor's license issued to him/her under the applicable provisions of the Business and Professions Code of the state; or
- D. Applicant is the bona fide owner of the property, which property consists of a single-family dwelling, duplex or single unit in a condominium complex used exclusively as a dwelling, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

Section 203 "Definition of Terms" is amended by adding:

ADMINISTRATIVE AUTHORITY shall mean the City Building Official of the City of Pittsburgh or his or her duly authorized representative.

"CITY OF" or "THE CITY" shall refer to the City of Pittsburgh as the text may require.

"CITY COUNCIL" shall refer to the City Council of the City of Pittsburgh.

Section 15.32.060 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than \$1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 5. Rescind and Amend Chapter 15.18 of the Pittsburg Municipal Code entitled "Historical Building Code."

Chapter 15.18, "Historical Building Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby rescinded and amended to read as follows:

Section 15.18.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the historical building code of the City, the *2016 California Historical Building Code (CHBC)*, California Code of Regulations, Title 24, Part 8, [as published by the California Building Standards Commission].
- B. One copy of the CHBC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CHBC as set forth in this Chapter. In addition, all subsequent supplements to the CHBC and related publications are adopted by reference.

Section 15.18.020 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than \$1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 6. Rescind and Amend Chapter 15.60 of the Pittsburg Municipal Code entitled "Existing Building Code."

Chapter 15.60, "Existing Building Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby amended to read as follows:

Section 15.60.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the existing building code of the City, the *2016 Existing Building Code (CEBC)*, California Code of Regulations, Title 24, Part 10, [based upon portions of the *2015 International Existing Building Code* published by the International Code Council].
- B. One copy of the CEBC is on file with the building division for use and examination by the public, along with changes additions and deletions relating to sections of the CEBC as set forth in this Chapter. In addition, all subsequent supplements to the CEBC and related publications are adopted by reference.

Section 15.60.020 Violation - Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than \$1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 7. Rescind and Amend Chapter 15.22 of the Pittsburg Municipal Code entitled “Green Building Standards Code.”

Chapter 15.22, “Green Building Standards Code” of Title 15 “Building and Construction” of Pittsburg Municipal Code is hereby repealed and re-enacted to read as follows:

Section 15.22.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the green building code of the City, the *2016 California Green Building Standards Code (CGBSC)*, California Code of Regulations, Title 24, Part 11, [as published by the California Building Standards Commission].
- B. One copy of the CGBSC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CGBSC as set forth in this Chapter. In addition, all subsequent supplements to the CGBSC and related publications are adopted by reference.

Section 15.22.020 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than \$1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 8. Rescind and Amend Chapter 15.26 of the Pittsburg Municipal Code entitled “Residential Code.”

Chapter 15.26, “Residential Code” of Title 15 “Buildings and Construction” of the Pittsburg Municipal Code is hereby repealed and re-enacted to read as follows:

Section 15.26.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the residential code of the City, the *2016 California Residential Code (CRC)*, California Code of Regulations, Title 24, Part 2.5, [based upon the *2015 International Residential Code* as published by the International Code Council].
- B. One copy of the CRC is on file with the building division for use and examination by the public, along with changes, additions and deletions relating to sections of the CRC as set forth in this Chapter. In addition, all subsequent supplements to the CRC and related publications are adopted by reference.

Section 15.26.020 Violation – Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than \$1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 9. Rescind and Amend Chapter 15.64 of the Pittsburg Municipal Code titled "Energy Code"

Chapter 15.64, "Energy Code" of Title 15 "Buildings and Construction" of the Pittsburg Municipal Code is hereby amended to read as follows:

Section 15.64.010 Adoption.

- A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the City Council adopts and enacts as the energy code of the City, the *2016 California Energy Code*, California Code of Regulations, Title 24, Part 10, [as published by the California Building Standards Commission].
- B. One copy of the California Energy Code is on file with the building division for use and examination by the public, along with changes additions and deletions relating to sections of the California Energy Code as set forth in this Chapter. In addition, all subsequent supplements to the California Energy Code and related publications are adopted by reference.

Section 15.64.020 Violation - Penalty.

A violation of any provision under this chapter is punishable as a misdemeanor and upon conviction may be punished by a fine not more than \$1,000 or by imprisonment in the county jail for not more than six months, or both.

SECTION 2. 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 May 1, 2017, and was adopted and ordered published at a meeting of the City Council held on _____, 2017, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

DATE: 4/21/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Ordinance Authorizing an Amendment to the Contract between the City and the Board of Administration of the California Public Employees' Retirement System (CalPERS)

MEETING DATE: 5/1/2017

EXECUTIVE SUMMARY

Adoption of an ordinance amending the contract between the City of Pittsburg and the Board of Administration of the California Public Employees' Retirement System (CalPERS) as negotiated with American Federation of State, County, and Municipal Employees Union (AFSCME) Miscellaneous A (Misc. A); Management, Professional and Confidential Units (MPC), and Teamsters Local 856 pursuant to Government Code 20516 for "Cost Sharing."

FISCAL IMPACT

There are no additional costs to the City from this agreement; however the additional 1% will help to reduce the City's unfunded actuarial liability with CalPERS.

RECOMMENDATION

City Council approve waiving of second reading and adopt the final Ordinance to approve the amendment to the contract between the City and the Board of Administration of the CalPERS.

BACKGROUND

At the City Council meeting on April 3, 2017, the City Council adopted a Resolution of Intention and introduced and waived further reading of the Ordinance to approve the amendment as required by CalPERS Cost Sharing process. This also provided an opportunity for the public to offer input on the amendment. Additionally, notice of the item was posted on the Council agenda on the City's official notice bulletin board outside City Hall and on the City's website.

Represented employee groups held an election regarding the change to the required rate of CalPERS contributions. The voting period began on April 4, 2017 and ended on April 18, 2017.

On April 19, 2017, the City Clerk certified the election results. There were 168 employees eligible to vote. Seventy-six votes were received approving participation in sharing additional cost of 1% and two votes were received disapproving participation.

SUBCOMMITTEE FINDINGS

Not applicable

STAFF ANALYSIS

The change to amend the contract will be effective thirty (30) days after the adoption of the ordinance. City staff will update required documents for the impacted employee groups on CalPERS' website. The anticipated pay period for the rate change and CalPERS reporting is July 2, 2017.

ATTACHMENTS: Exhibit 1 – Amendment to Contract
Exhibit 2 – Certification of Compliance with Government Code Section 7507
Exhibit 3 – Certification of Employee Election
Exhibit 4 – Certification of Compliance with Government Code Section 20516
Exhibit 5 – Certification of Governing Body's Action
Ordinance

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Pittsburg



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective June 24, 2001, and witnessed July 12, 2001, and as amended effective October 14, 2001, August 7, 2003, July 9, 2011 and October 30, 2011 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective October 30, 2011, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to July 9, 2011, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after July 9, 2011, age 62 for new local miscellaneous members, age 50 for classic local safety members entering membership in the safety classification on or prior to October 30, 2011, age 55 for local classic safety members entering membership for the first time in the safety classification after October 30, 2011 and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after June 24, 2001 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Police Officers (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **FIREFIGHTERS; AND**
 - b. **MEMBERS OF THE GOVERNING BODY.**
6. Assets heretofore accumulated with respect to members in the local retirement system have been transferred to the Public Employees' Retirement System as of October 14, 2001 and applied against the liability for prior service incurred thereunder. That portion of the assets so transferred which represent the accumulated contributions (plus interest thereof) required of the employees under said local system has been credited to the individual membership account of each such employee under the Public Employees' Retirement System.
7. The percentage of final compensation to be provided for classic local miscellaneous members for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Modified) as a local miscellaneous member entering membership in the miscellaneous classification on or prior to July 9, 2011.
8. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after July 9, 2011 shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
10. The percentage of final compensation to be provided for classic local safety members for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full) as a classic local safety member entering membership in the safety classification on or prior to October 30, 2011.

11. The percentage of final compensation to be provided for each year of credited current service as a classic local safety member entering membership for the first time in the safety classification after October 30, 2011 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
12. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20965 (Credit for Unused Sick Leave).
 - b. Section 20530.1 (Credit for Local Retirement System Service for Employees of Agencies Contracted on a Prospective Basis).
 - c. Section 20042 (One-Year Final Compensation) for classic local miscellaneous members entering membership on or prior to July 9, 2011 and classic local safety members entering membership on or prior to October 30, 2011.
 - d. Section 21335 (3% Cost-of-Living Allowance) for local miscellaneous members entering membership on or prior to July 9, 2011 and local safety members entering membership on or prior to October 30, 2011.
 - e. Section 21031 (Public Service Credit for Limited Prior Service).
 - f. Section 21024 (Military Service Credit as Public Service).
 - g. Section 21536 (Local System Service Credit Included in Basic Death Benefit).
 - h. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members only.
 - i. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.

- j. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Modified formula), Section 20037 (Three-Year Final Compensation) and Section 21329 (2% Annual Cost-of-Living Allowance Increase, Base Year 2010) are applicable to classic local miscellaneous members entering membership for the first time in the miscellaneous classification after July 9, 2011.

Section 21363.1 (3% @ 55 Full formula), Section 20037 (Three-Year Final Compensation) and Section 21329 (2% Annual Cost-of-Living Allowance Increase, Base Year 2011) are applicable to classic local safety members entering membership for the first time in the safety classification after the October 30, 2011.

- k. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 1% for local miscellaneous members in the American Federation of State, County and Municipal Employees Miscellaneous Unit A, American Federation of State, County and Municipal Employees Management, Professional, Confidential Unit and Teamsters Local 856.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

- 14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous and local safety members of said Retirement System.
- 15. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local safety members.

- b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the 4th day of June 2017

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF PITTSBURG

BY _____
RENEE OSTRANDER, CHIEF
EMPLOYER ACCOUNT MANAGEMENT DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
Marilyn Craft, Mayor

Witness Date

Attest:

Alice E. Evenson, City Clerk

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Financial Office | Pension Contract Management
Services & Prefunding Programs
P.O. Box 942703 Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377)
TTY: (877) 249-7442 | Fax: (916) 795-4673
www.calpers.ca.gov

Exhibit 2

**CERTIFICATION OF COMPLIANCE WITH
GOVERNMENT CODE SECTION 7507**

I hereby certify that in accordance with Section 7507 of the Government Code the future annual costs as determined by the System Actuary for the increase/change in retirement Benefit(s) have been made public at a public meeting of the City Council
(governing body)

of the City of Pittsburg on April 3, 2017
(public agency) (date)

which is at least two weeks prior to the adoption of the Resolution / Ordinance.

Adoption of the retirement benefit increase/change will not be placed on the consent calendar.



Clerk/Secretary

City Clerk
Title

Date April 4, 2017

Exhibit 3

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Financial Office | Pension Contract Management

Services & Prefunding Programs

P.O. Box 942703 Sacramento, CA 94229-2703

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CERTIFICATION OF EMPLOYEE ELECTION

I hereby certify that the following employees of the City of Pittsburg have expressed their approval or disapproval of said agency's intention to amend its contract to provide Section 20516 (Employees Sharing Additional Cost) of 1% for local miscellaneous members in the American Federation of State, County and Municipal Employees Miscellaneous Unit A, American Federation of State, County and Municipal Employees Management, Professional, Confidential Unit and Teamsters Local 856 on the basis described in the Resolution of Intention adopted by said agency's governing body on April 3, 2017 in such manner as to permit each employee to separately and secretly express his choice and that the outcome of such election was as follows:

	Number of employees eligible to vote	Number of votes approving said participation	Number of votes disapproving said participation
Local Miscellaneous Members as defined in Govt. Code Section 20383	<u>168</u>	<u>76</u>	<u>2</u>


Clerk or Secretary

April 19, 2017
Date

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Financial Office | Pension Contract Management

Services & Prefunding Programs

P.O. Box 942703 Sacramento, CA 94229-2703

888 CalPERS (or 888-225-7377)

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www.calpers.ca.gov

**CERTIFICATION OF COMPLIANCE WITH
GOVERNMENT CODE SECTION 20516**

I hereby certify that in accordance with Section 20516 of the Government Code, City of
Pittsburg and its local miscellaneous employees have agreed in writing to the following:

Section 20516 (Employees Sharing Additional Cost) of 1% for local
miscellaneous members in the American Federation of State, County
and Municipal Employees Miscellaneous Unit A, American
Federation of State, County and Municipal Employees Management,
Professional, Confidential Unit and Teamsters Local 856.


Signature

City Clerk
Title


Witness

April 19, 2017
Date

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Financial Office | Pension Contract Management

Services & Prefunding Programs

P.O. Box 942703 Sacramento, CA 94229-2703

888 CalPERS (or 888-225-7377)

TTY: (877) 249-7442 | Fax: (916) 795-4673

www.calpers.ca.gov

Exhibit 5

CERTIFICATION OF GOVERNING BODY'S ACTION

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

City Council _____ of the
(governing body)

City of Pittsburg _____
(public agency)

on April 3, 2017.
(date)

Alice F. Gulson
Clerk/Secretary

City Clerk
Title

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

An Ordinance of the City of Pittsburg)
Authorizing an Amendment to the Contract)
Between the City of Pittsburg and the Board)
Of Administration of the California Public)
Employees' Retirement System)

ORDINANCE NO. 17-1427

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

Section 1.

That an amendment to the contract between the City of Pittsburg and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit 1, and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the City of Pittsburg is hereby authorized, empowered, and directed to execute said agreement for and on behalf of said Agency.

Section 3.

This ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in a newspaper of general circulation, published in Contra Costa County and circulated in the City of Pittsburg, and thenceforth and thereafter the same shall be in full force and effect.

The City Clerk is hereby directed to publish this Ordinance as required by applicable law.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on April 3, 2017, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

DATE: 4/21/2017
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution to Adopt a Mitigated Negative Declaration Prepared for the Americana Park Bypass Channel
MEETING DATE: 5/1/2017

EXECUTIVE SUMMARY

The proposed project includes construction of a bypass channel to convey Americana Park detention basin overflows into a tributary of Willow Creek. An initial study was prepared to identify potentially significant environmental impacts associated with construction of the proposed project, and it has been determined that these impacts could be lessened to a less than significant level through specified mitigations measures. As such, staff has prepared a Mitigated Negative Declaration (MND). The proposed Americana Park Bypass Channel project is identified within the City's Five-Year Capital Improvement Program (CIP; Project SD-9).

FISCAL IMPACT

Adoption of the proposed MND would have no direct fiscal impact, as it would not authorize staff to enter into an agreement with a contractor or commence construction of the proposed bypass channel.

RECOMMENDATION

City Council consider the attached initial study prepared for the project and approve a resolution adopting a Mitigated Negative Declaration.

BACKGROUND

On June 23, 1998, the Planning Commission adopted Resolution No. 9060, approving a vesting tentative map for the Americana Subdivision. As a condition of approval, the developer was required to dedicate a 2.3-acre parcel to the City, which was developed as Americana Park.

Americana Park includes a detention basin to receive peak storm runoff flows from the Americana Subdivision. The existing Americana Park detention basin has insufficient capacity, which results in the flooding of North Parkside Drive on a nearly annual basis.

Proposed Project: The proposed bypass channel would be aligned parallel to and approximately 200 feet south of the North Parkside Drive right-of-way. The length of the proposed earthen channel would be approximately 780 feet. The 4- to 5-foot deep, trapezoid-shaped channel would be 12 feet wide at the bottom, while the top of the channel would vary in width from 39 to 53 feet. Channel construction would require obtaining a storm drainage easement from the owner of the parcel (PG&E), and the lowering of two water transmission mains that run north-south through the site; one main is owned and operated by the City, and the other is currently owned and operated by NRG Energy, Inc.

California Environmental Quality Act (CEQA): An initial study was prepared to analyze the potential environmental impacts of the proposed project. Based on the analysis in that study, the Planning Manager determined that potentially significant effects of the project could be lessened through specified mitigations, and subsequently, a Notice of Intent to Consider Adoption of a Mitigated Negative Declaration (MND) was prepared and distributed to the public on January 9, 2017, for a 30-day review, in accordance with Public Resource Code sections 21092, 21092.2 and 21092.3.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The purpose of the project is to divert high stormwater flows from the Americana Park detention basin across the PG&E property to a Willow Creek tributary that runs along the easterly boundary of the PG&E parcel. Diverting the excess stormwater to Willow Creek and away from North Parkside Drive would help to reduce potential hazardous conditions resulting from flooding of the right-of-way. Additionally, diverting water flows into the Willow Creek tributary, which would receive storm water flows from the existing detention basin with or without construction of the bypass channel, would reduce potential erosion and sediment pollution.

The currently proposed bypass channel alignment was developed after evaluating the potential environmental effects of alternative design concepts. In discussions with staff of the CDFW and USFWS, it was determined that the alternative locations reviewed would have more significantly impacted wetland habitat that has evolved on the southern portion of the PG&E parcel.

Construction of the proposed project requires a storm water easement and an encroachment permit issued by PG&E. In order for the City to obtain the mandatory easement and permit, PG&E is requesting the City exhibit CEQA compliance, specifically through the adoption of an MND. While the City Council is being asked to adopt the proposed MND at this time, staff will be required to bring the project back to the City Council for approval of the final project specifications, award of a construction contract, and potentially a funding allocation.

ATTACHMENTS: 1. Proposed Resolution of Approval
 2. Mitigated Negative Declaration and Initial Study (Exhibit A to Resolution)

3. Mitigation Monitoring and Reporting Program (Exhibit B to Resolution)
4. Public Hearing Notice/Vicinity Map

Report Prepared By: Jordan Davis, AICP, Associate Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Adopting a Mitigated Negative	)	RESOLUTION NO. 17-
Declaration and Mitigation Monitoring and	)	
Reporting Program for the Americana Park	)	
Bypass Channel.	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburgh (the “City”) owns, operates, and maintains Americana Park and the existing detention basin within the park; and

WHEREAS, the City maintains an existing stormwater drainage system throughout its jurisdiction; and

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

WHEREAS, on August 3, 2015, the City Council adopted Resolution 15-13086, approving the CIP for Fiscal Years 2015/16 through 2019/20; and

WHEREAS, on May 10, 2016, the Planning Commission adopted Resolution 10034, affirming conformance of the CIP with the adopted City of Pittsburgh General Plan; and

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

WHEREAS, the proposed Americana Park Bypass Channel project is included within the CIP as Storm Drain Project No. 9 (SD-9); and

WHEREAS, the proposed project, which involves construction of a new bypass channel to alleviate flooding that is often caused by insufficient detention basin capacity at the Americana Park, is subject to the California Environmental Quality Act (“CEQA”; Public Resources Code [PRC] section 21080). An initial study was prepared to analyze the potential environmental impacts of the proposed project. Based on the analysis in that study, the Planning Manager determined that potentially significant effects of the project could be lessened through specified mitigations, and subsequently, a Notice of Intent to Consider Adoption of a Mitigated Negative Declaration (MND) was prepared and distributed to the public on January 9, 2017, for a 30-day review, in accordance with the CEQA Guidelines; and

WHEREAS, PRC section 21080(c) requires that the City Council consider the initial study together with any comments received during the public review process, and adopt the proposed MND prior to approving the project. The proposed MND is included as Exhibit A to this resolution; and

WHEREAS, on or prior to April 21, 2017, notice of the May 1, 2017, public hearing to consider this application was posted at City Hall; was delivered to the Pittsburg Library; was posted on the City's website; and, was mailed via first class mail or email to all owners of property within 300 feet of the subject site, service agencies who may be affected by the proposed project, and interested parties, individuals and organizations that requested such notice, in accordance with PMC section 18.14.010 and Government Code section 65090; and

WHEREAS, on May 1, 2017, the City Council held a public hearing on the proposed project, at which time oral and/or written testimony was considered.

Section 1. Findings.

Based on the Staff Report entitled, "Adoption of a City Council Resolution to Adopt a Mitigated Negative Declaration Prepared for the American Park Bypass Channel" dated May 1, 2017, and based on all the information contained in the Engineering Division and Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, in the custody of the Planning Manager, and based on all written and oral testimony presented at the meeting, the City Council finds that:

- A. All recitals above are true and correct and are incorporated herein by reference.
- B. The Initial Study and Mitigated Negative Declaration prepared for this project were prepared in compliance with Public Resources Code section 21000 et seq. (CEQA), and the City Council has independently reviewed and considered the information contained therein prior to approval of the project.

Section 2. Adoption of a Mitigated Negative Declaration

Based on the findings and the authority set forth above, the City Council hereby adopts the attached Mitigated Negative Declaration (Exhibit A) and Mitigation Monitoring and Reporting Program (Exhibit B) for the Americana Park Bypass Channel project.

Section 3. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

CITY OF PITTSBURG MITIGATED NEGATIVE DECLARATION

Americana Park Bypass Channel

Adopted by the Pittsburg City Council on: _____

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

Project Proponent: City of Pittsburg, 65 Civic Avenue, Pittsburg, CA 94565

Project Description: The proposed project would divert Americana Park detention basin overflows into a proposed bypass channel, conveying storm flows eastward across a PG&E utility corridor, emptying into the tributary to Willow Creek. The existing Americana Park detention basin has insufficient capacity, which results in the flooding of North Parkside Drive on a nearly annual basis.

Project Location: The project site consists of a utility corridor owned by Pacific Gas & Electric Company (PG&E) and is located between North Parkside Drive on the north and Power Avenue the south, to the north of State Route 4 (SR4), and identified as Contra Costa County Assessor's Parcel Number 086-010-023.

Finding: The project described above will not have a significant effect on the environment for the reasons stated below.

Statement of Reasons to Support the Finding:

Potentially Significant Impacts: The Initial Study prepared for the project identified potentially significant, project-related impacts in the category of Air Quality, Biological Resources, and Hydrology and Water Quality. However, no significant effects upon the environment would occur as a result of this project because mitigation measures identified in the Initial Study would be incorporated as conditions of approval of the project, if approved, in order to reduce the potentially significant impacts of the project to a less than significant level.

Other: Impacts resulting from this project were found to be less than significant in the areas of Aesthetics, Agriculture and Forest Resources, Cultural Resources, Geology/Soils, Greenhouse Gases, Hazards and Hazardous Materials, Land Use/Planning, Mineral Resources, Noise, Population/Housing, Public Services, Recreation, Transportation/Traffic, Utilities/Service Systems, and Mandatory Findings of Significance.

Attachments: Vicinity Map and Initial Study

Project Title: American Park Bypass Channel – Adoption of an MND
Location: Approximately 200 feet south of North Parkside Drive, just east of Americana Park, within the existing PG&E utility corridor. APN: 086-010-023.

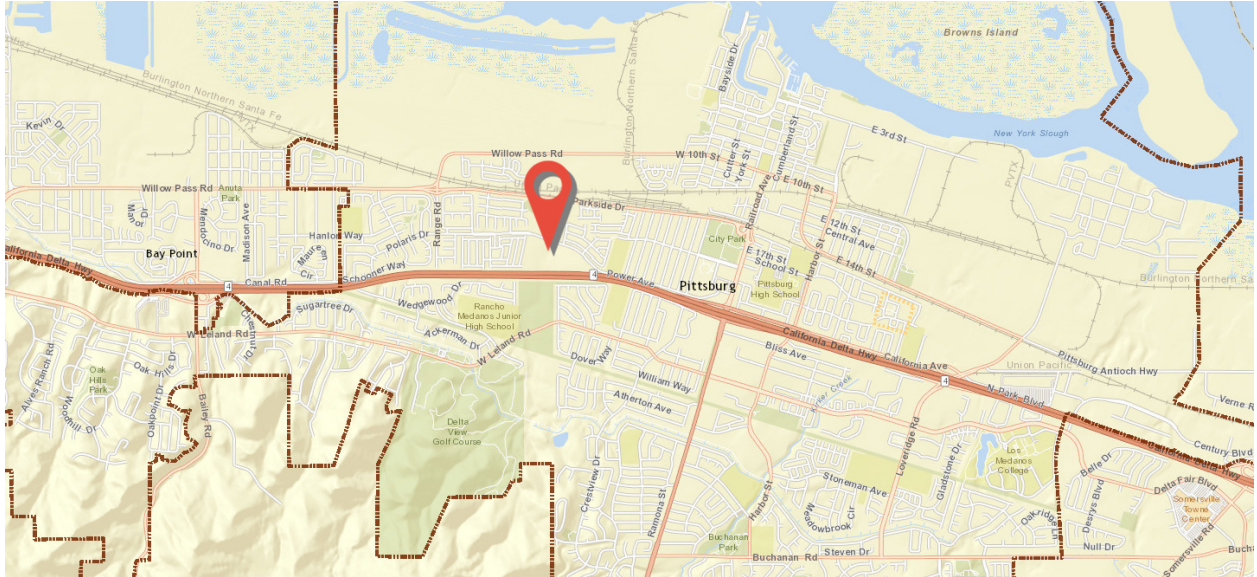


EXHIBIT A



LEAD AGENCY:
CITY OF PITTSBURG

Civic Center, 65 Civic Avenue

Pittsburg, CA 94565

Telephone: (925) 252-4920 • FAX: (925) 252-4814

CEQA INITIAL STUDY CHECKLIST

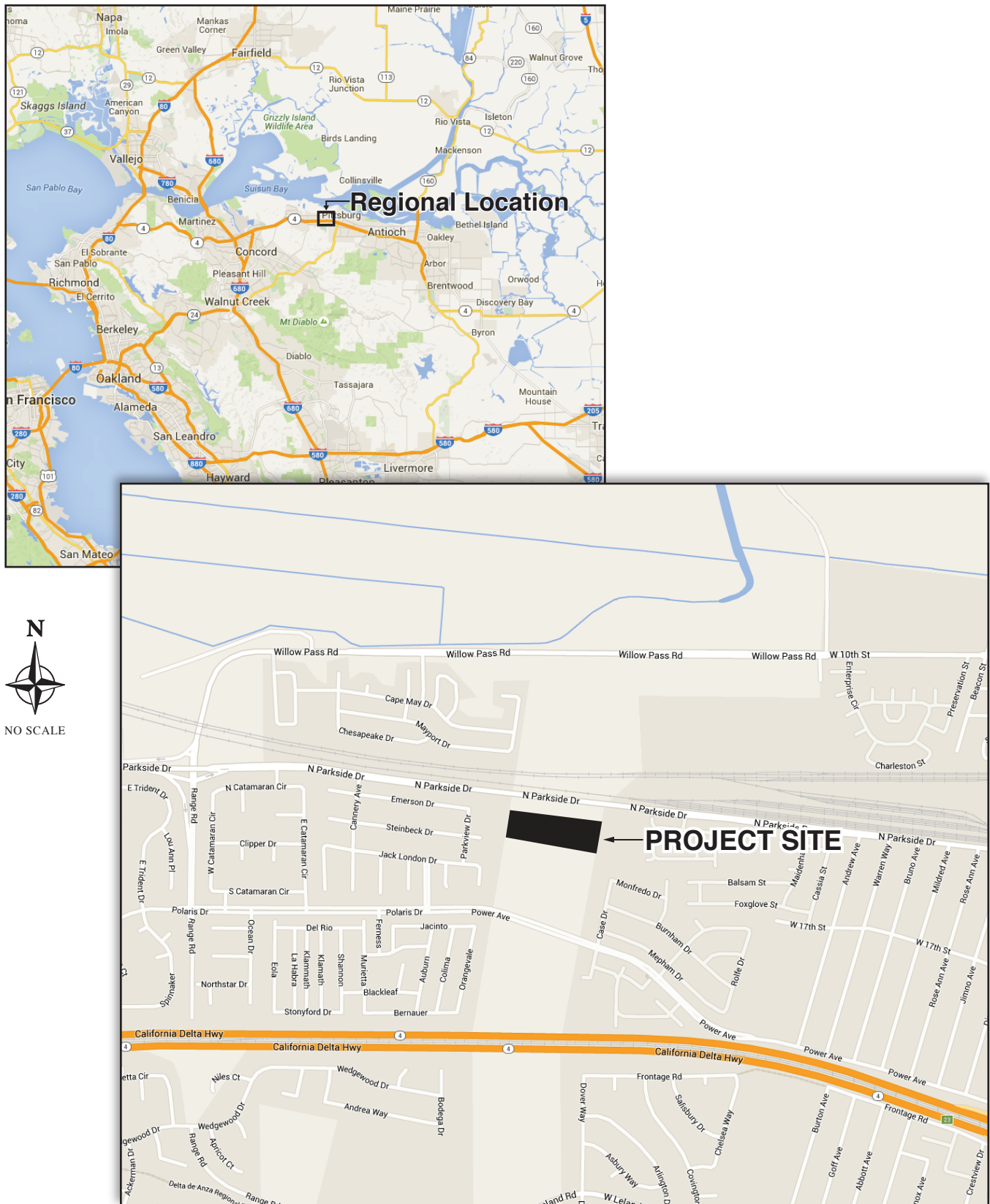
1. Project title: **Americana Park Bypass Channel**
2. Contact person and phone number: Ron Nevels, Senior Civil Engineer (925) 252-4949
3. Lead Agency name and address: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
4. Project location: The project site consists of a utility corridor owned by Pacific Gas & Electric (PG&E) and is located between North Parkside Drive on the north and Power Avenue the south, to the north of State Route 4 (SR4) (Figures 1 and 2), Assessor's Parcel Number 086-010-023. The Americana subdivision bounds the project area to the west, while the River Run Community and Willow Brook neighborhoods adjoin the project area to the east. The property immediately adjacent to the project site's northeast corner is developed with a church and associated parking lot, accessed from North Parkside Drive by private driveway.

Americana Park was developed in the northeastern part of the Americana subdivision and adjoins the northwestern corner of the proposed bypass project site. The park includes a detention basin to receive excess peak storm runoff flows from the Americana subdivision. Overflow from the detention basin runs into a roadside ditch on the north side of North Parkside Drive, flowing eastward and emptying into an intermittent tributary to Willow Creek. Periodic overflow from the basin causes minor street flooding.

A culvert under Power Avenue conveys runoff flows northward from a tributary of Willow Creek discharging to an earthen channel that extends along the east side of the project site. Homes along Case Drive in the River Run Community neighborhood back onto the earthen channel and contribute storm runoff to flows in this channel. Stream flows in the channel course northward under North Parkside Drive, ultimately draining to Willow Creek and Suisun Bay.

The proposed bypass channel would be aligned parallel to North Parkside Drive, approximately 200 ft. south of the road right-of-way. The 970-foot long bypass would receive detention basin overflows and convey the runoff to the existing earthen channel on the east side of the utility corridor, discharging into the Willow Creek tributary.

5. Project sponsor's name and address: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565





6. General Plan designation: Utility/ROW
7. Zoning: OS (Open Space)
8. Description of project: The existing Americana Park detention basin has insufficient capacity, which results in the flooding of North Parkside Drive on a nearly annual basis. The purpose of the project is to divert high stormwater flows from the detention basin, to the east across the PG&E property in an open earth channel, to a tributary to Willow Creek that runs along the easterly boundary of the PG&E parcel. The proposed bypass channel would be constructed on the east side of the detention basin in an upland area, avoiding existing wetlands and wetland hydrology, with the exception of the connection with the Willow Creek tributary.

The proposed project would divert detention basin overflows into the proposed bypass channel, conveying storm flows eastward across the PG&E property, emptying into the tributary to Willow Creek. The proposed channel alignment is shown in Figure 3. Current and historic drainage patterns are presented in Figure 4. The engineering plans for the bypass channel are shown in Figure 5.

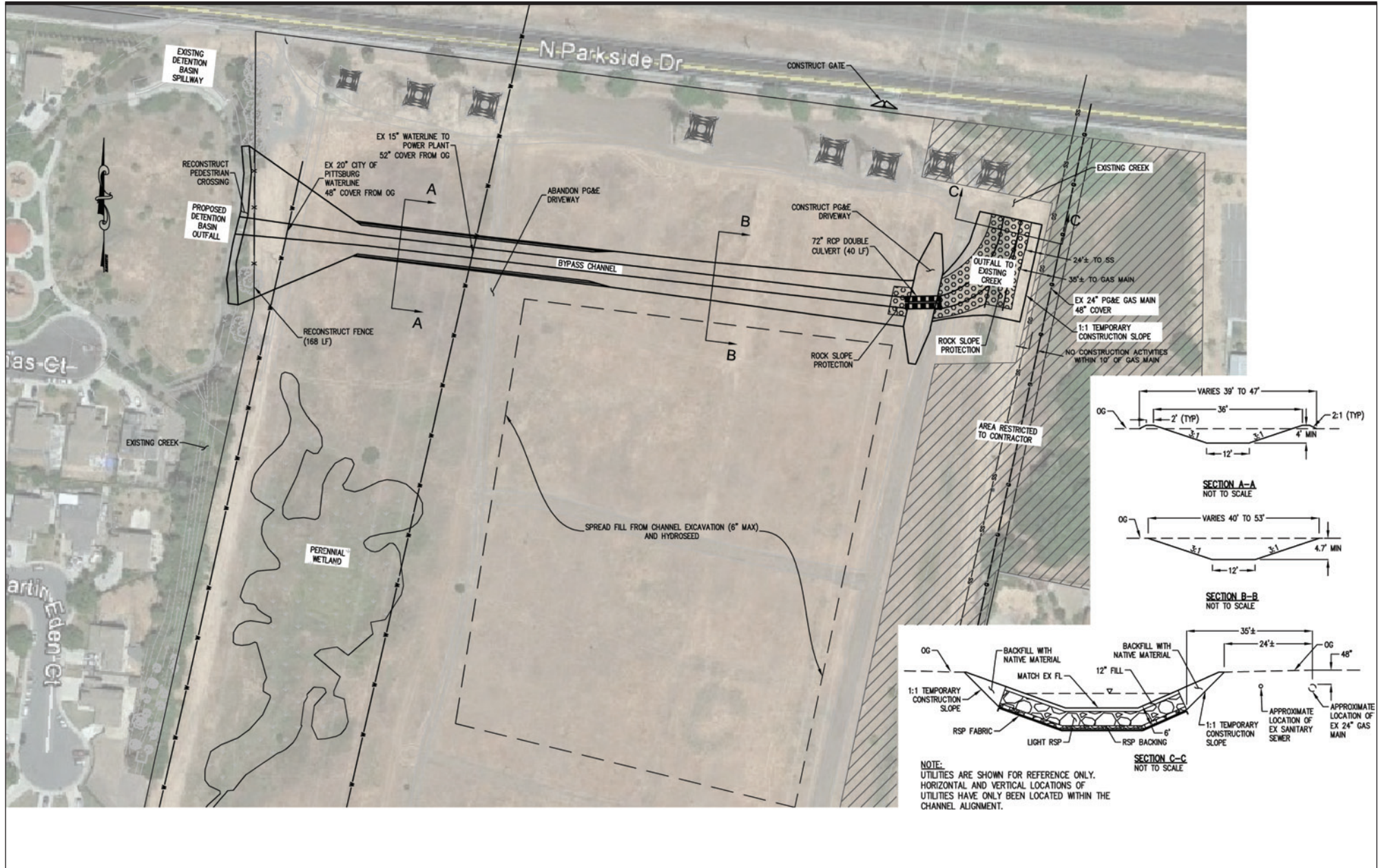
The length of the proposed earthen channel would be approximately 780 ft. from the edge of the detention basin, located in the northeast parcel of the Americana subdivision, to the end of the proposed RCP at the existing tributary to Willow Creek channel along the easterly boundary of the PG&E parcel. The bottom of the proposed trapezoidal earthen channel would be 12 ft. wide, and top of the channel would vary in width from 39 to 53 ft. The depth would be a minimum of 4 to 5 ft. in order to maintain the slope of the channel and the original grade of the PG&E property. The outfall transition from the earthen channel to the existing tributary to Willow Creek channel that runs along the easterly boundary of the PG&E parcel would be protected with rock slope protection for a length of approximately 25 ft.

The total area of the project footprint, which encompasses areas to be excavated, filled and dredged, would be 49,500 s.f. Soils excavated for the bypass construction would be deposited over a 210,000 s.f. area, to a maximum depth of 6 in., in the utility corridor immediately southeast of the bypass channel. Total soil excavation of 105,000 cubic feet (cf) will remain onsite. No offhaul of excavated material is anticipated. The fill deposition would avoid the utility corridor's perennial wetlands area southwest of the proposed bypass alignment.

The channel construction will require the reconstruction of two water transmission mains that run north-south through the site. One main is owned and operated by the City of Pittsburg and the other is currently owned and operated by NRG Energy, Inc.

PROPOSED ALIGNMENT FOR AMERICANA PARK BYPASS CHANNEL

FIGURE 3





CURRENT CONDITIONS



HISTORIC CONDITIONS
(BASED ON 1993 AERIAL IMAGE)



AMERICANA PARK BYPASS CHANNEL



PG&E access through the site would be maintained across the proposed bypass channel alignment. A 12-ft. wide driveway would be constructed over a double 72-in. RCP culvert approximately where existing access through the site is located. During dry months, access across the channel will also be available on the western end of the channel where the channel side slopes will be less than 10%.

It should be noted that the currently proposed bypass channel alignment was developed after evaluating the potential environmental effects of two alternative design concepts that proposed a bypass channel in the southerly areas of the utility corridor parcel, north of the Power Avenue right-of-way. Those designs would have resulted in the severing of surface hydrology supporting an expanse of perennial herbaceous wetland habitat that has evolved on the southern portion of the PG&E parcel. In discussions with staff of the CDFW and USFWS, an alternate alignment was identified and this project description incorporates the recommendations of those agencies.¹

9. Surrounding land uses and setting: Power Avenue and associated right-of-way bounds the project site on the south and North Parkside Drive adjoins the northern boundary of the PG&E utility corridor. The Americana residential subdivision, Americana Park, and associated detention basin are located immediately west of the project area. Five homes on Salinas Court and Martin Eden Court in this subdivision adjoin the west side of the PG&E corridor.

East of the project area, a vacant parcel (APN: 086-020-023-7) and 15 homes in the residential development of the River Run Community are located adjacent to the utility corridor and the earthen-channel tributary that drains to Willow Creek. A parcel developed with a church and the Willow Brook residential subdivision are situated immediately east of the vacant parcel.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)
 - California Regional Water Quality Control Board;
 - California Department of Fish and Game;
 - U.S. Army Corps of Engineers;
 - East Contra Costa County Habitat Conservancy;
 - California Public Utilities Commission;
 - Pacific Gas & Electric Company²

¹Email communication from Mike Wood, Wood Biological Consulting, Inc. to Harrison Engineering Inc., dated November 29, 2016.

²Although PG&E is not a public agency, the project would require PG&E approval for the work within the PG&E right-of-way.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages. Check marks are indicated by the following symbol: ☒

- | | | |
|--|--|---|
| ☐ Aesthetics | ☐ Agriculture Resources | ☒ Air Quality |
| ☒ Biological Resources | ☐ Cultural Resources | ☐ Geology /Soils |
| ☐ Hazards & Hazardous Materials | ☒ Hydrology / Water Quality | ☐ Land Use / Planning |
| ☐ Mineral Resources | ☐ Noise | ☐ Population / Housing |
| ☐ Public Services | ☐ Recreation | ☐ Transportation/Traffic |
| ☐ Utilities / Service Systems | ☒ Mandatory Findings of Significance | |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT (EIR) is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

CEQA Initial Study Checklist
Americana Park Bypass Channel
December 2016

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

Prepared By:

Frederick Geier, Geier & Geier Consulting, Inc.

Reviewed By:

Kristin Pollot, AICP, Planning Manager, City of Pittsburgh

Signature

Date

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS -- Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
<i>There are no designated scenic vistas in the vicinity of the site that would be adversely affected by the proposed project. The proposed project would involve the excavation of a bypass channel to accommodate storm runoff flows from a detention basin with insufficient capacity in the Americana subdivision to the west of the PG&E utility corridor. The proposed channel would not include any substantial vertical elements. Although portions of the project area would be visible from North Parkside Avenue, those views are not part of any scenic vistas. Additionally, the proposed bypass channel would be located approximately 0.15 and 0.34 miles north of Power Avenue and State Route 4, respectively, and views of the channel from these roadways would be obstructed by intervening topography and vegetation in the utility corridor.</i> <i>(Pittsburg General Plan, Figure 4-1.)</i>				
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
<i>There are no designated scenic resources within the project area and there are no designated state scenic highways in the vicinity of the project site. Therefore, the proposed project would not impact scenic resources within any state scenic highway.</i> <i>(California Scenic Mapping System, Contra Costa County, website: http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/)</i>				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒
<i>The proposed drainage improvement project involves the construction of a straight drainage channel to convey storm runoff flows from the detention basin in the Americana residential subdivision immediately west of the utility corridor to a tributary channel of Willow Creek on the eastern perimeter of the corridor. The channel construction would require engineered excavation of soils to ensure appropriate gradient and connection for flows between the two</i>				

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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channels. There would be no vertical components in the project design and the visual character of the proposed bypass channel would be consistent with and similar in appearance to the existing channel of the Willow Creek tributary.

(Project Plans; Staff Determination/Observation)

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒
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Lighting in the project area consists of residential and street lighting in the subdivisions adjoining the PG&E utility corridor, and along North Parkside Drive and Power Avenue. With the exception of aviation warning lights on the corridor's utility towers, there is no lighting within the project area. The proposed project would not include new lighting or potential sources of glare. Consequently, the project would not adversely affect day or nighttime views in the area

(Project Plans; Staff Determination/Observation)

II. AGRICULTURE AND FORESTRY RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Dept. of Forestry and Fire Protection regarding the state's inventory of forest land, and forest carbon measurement methodology

CEQA Initial Study Checklist
Americana Park Bypass Channel
December 2016

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

There is no farming occurring on the project site or its immediate vicinity, and there are no timberlands or forest resources on the site or in the project area. The project site is within an area designated as "Other Land" by the California Farmland Mapping and Monitoring Program.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Other Land is defined as vacant and nonagricultural land greater than 40 acres that is surrounded on all sides by urban development. No farmland would be converted to non-agricultural use as a part of the proposed bypass channel improvements.

(California Farmland Mapping and Monitoring Program, Contra Costa County Important Farmland 2014: <ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2014/con14.pdf>; Site Visit)

III. AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?

☐
☐
☒
☐

An air quality plan describes air pollution control strategies to be implemented by a city, county or region classified as a non-attainment area. The main purpose of an air quality plan is to bring the area into compliance with the requirements of the federal and state air quality standards. The San Francisco Bay Area Air Basin (SFBAAB) is classified as non-attainment for ozone (ROG, reactive organic gases) and particulate matter (PM₁₀ and PM_{2.5}). To address these exceedances, the BAAQMD, in cooperation with the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG), prepared the Bay Area 2005 Ozone Strategy (BAOS) in September 2005 and Particulate Matter Implementation Schedule (PMIS) in November 2005. The PMIS discusses how the BAAQMD implements the California Air Resources Board's 103 particulate matter control measures. The most recently adopted air quality plan in the SFBAAB is the 2010 Bay Area Clean Air Plan (CAP). This CAP outlines how the SFBAAB will attain air quality standards, reduce population exposure and protect public health, and reduce greenhouse gas (GHG) emissions.

The consistency of the proposed project with the most recently adopted regional air quality plan, the CAP, is determined by comparing the project's consistency with pertinent land use

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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and transportation control measures contained in the CAP. Pertinent measures relate to evaluating impacts according to the BAAQMD's CEQA Guidelines and such an impact evaluation is presented below.

As indicated in the analysis below, the project's construction-related emissions would exceed the BAAQMD's CEQA significance threshold for NO_x, but thresholds would not be exceeded for other criteria air pollutants. There would be no criteria pollutant emissions associated with the long-term operation of the proposed bypass channel. Construction-related diesel particulate emissions during construction would not pose significant health risks. Therefore, the proposed project's emissions would be consistent with the BAAQMD's CAP (the most recently adopted regional air quality plan). Also, because there would be no population growth associated with the proposed project, the project would have a less-than-significant impact on regional air quality planning efforts.

(2010 Clean Air Plan; City of Pittsburg General Plan, page 9-23 to 9-24)

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☒	☐	☐
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Regulatory and Planning Framework. *The BAAQMD is responsible for attaining and/or maintaining air quality in the San Francisco Bay Area Air Basin (SFBAAB) within Federal and State air quality standards. Specifically, the BAAQMD has the responsibility to monitor ambient air pollutant levels throughout the Basin and to develop and implement strategies to attain the applicable Federal and State standards. In June 2010, the BAAQMD adopted CEQA thresholds of significance and updated its CEQA Air Quality Guidelines, which provides guidance for assessing air quality impacts under CEQA. However, on March 5, 2012, the Alameda County Superior Court issued a judgment finding that the BAAQMD had failed to comply with CEQA when it adopted the Thresholds. The court issued a writ of mandate ordering the BAAQMD to set aside the Thresholds and cease dissemination of them until the BAAQMD had complied with CEQA. On August 13, 2013, the California Court of Appeal reversed the Alameda County Superior Court judgment that invalidated the BAAQMD's CEQA thresholds of significance. The Court directed that the Superior Court vacate the writ of mandate issued in March 2012, ordering the BAAQMD to set aside its June 2010 resolution (Res. #2010-06) "Adopting Thresholds for Use in Determining the Significance of Projects' Environmental Effects Under the California Environmental Quality Act." Although the California Supreme Court has granted review in the litigation to hear one particular issue of law, the*

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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granting of review does not alter the result in the Court of Appeal, though the latter court's decision is no longer a published, citable precedent. Further, the legal cloud created by the trial court decision no longer exists. Local agencies such as the City of Pittsburg may rely on the BAAQMD thresholds.

Significance Thresholds. *Exercising its own discretion as lead agency and similarly to multiple other San Francisco Bay Area jurisdictions, the City of Pittsburg has decided to rely on the thresholds within the Options and Justification Report (dated October 2009) prepared by the BAAQMD.³ The BAAQMD Options and Justification Report establishes thresholds based on substantial evidence and are consistent with the thresholds outlined within the 2011 CEQA Air Quality Guidelines. Although BAAQMD failed to comply with CEQA before completing its 2010 recommendations, City staff believes that these recommendations, which are listed as follows, still represent the best available science on the subject of what constitute significant air quality effects in the SFBAAB:*

- *NO_x and ROG: 54 pounds/day*
- *PM₁₀: 82 pounds/day*
- *PM_{2.5}: 54 pounds/day*

In addition to establishing the above significance thresholds for criteria pollutant emissions, the BAAQMD Options and Justification Report also recommended the following quantitative thresholds to determine the significance of construction-related and operational emissions of toxic air contaminants from individual project and cumulative sources on cancer and non-cancer health risks:

- *Increased cancer risk of >10.0 in a million for individual projects and >100 in a million (from all local sources) for cumulative sources;*
- *Increased non-cancer risk of >1.0 Hazard Index (Chronic or Acute) for individual projects and >10.0 Hazard Index (from all local sources) for cumulative sources; and*
- *Ambient PM_{2.5} increase: >0.3 µg/m³ annual average for individual projects and >0.8 µg/m³ annual average (from all local sources) for cumulative sources.*

Impact AIR-1: *Proposed construction of the bypass channel would generate fugitive dust (including PM₁₀ and PM_{2.5}) and other criteria pollutants, primarily as a result of a variety of*

³Bay Area Air Quality Management District, 2009. Revised Draft Options and Justification Report. October. Available online at: <http://www.baaqmd.gov/Divisions/Planning-and-Research/CEQA-GUIDELINES/Updated-CEQA-Guidelines.aspx>.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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construction activities, including excavation, grading, demolition, vehicle travel on paved and unpaved surfaces, and vehicle exhaust. Sensitive receptors in the project vicinity include residential uses located as close as 160 feet to the southwest of project construction and 300 feet to the southeast of proposed construction activities.

Construction of the proposed bypass channel would generate fugitive dust⁴ (including suspended particulate matter [PM₁₀ and PM_{2.5}]) and other criteria pollutants, primarily as a result of a variety of construction activities, including excavation, grading, and vehicle travel on paved and unpaved surfaces. Construction equipment and vehicles (i.e., heavy equipment, delivery/haul trucks, worker commute vehicles) would also generate exhaust emissions during project construction. Combustion or exhaust emissions from construction equipment and vehicles (i.e., heavy equipment and delivery/haul trucks, worker commute vehicles, air compressors, and generators) would be generated during project construction. Criteria pollutant emissions of reactive organic gases (ROG) and nitrogen oxides (NO_x) from these emission sources would incrementally add to regional atmospheric loading of ozone precursors during project construction. These impacts would be temporary, spanning the 10-week construction duration.

Construction-related air pollutant emissions are evaluated in accordance with the BAAQMD guidelines for assessing and mitigating air quality impacts.⁵ The BAAQMD guidelines indicate that the significance of a project's impact should be evaluated based on the effectiveness of proposed control measures to reduce construction-related emissions (e.g., whether BAAQMD control measures are implemented as part of construction). If appropriate mitigation measures are implemented to control PM₁₀ emissions during construction, the BAAQMD considers the potentially significant construction-related project and cumulative impacts to be less than significant. There would be no air quality emissions associated with operation of the project; therefore, potential air quality impacts related to project operation are not discussed further.

The project's construction-related emissions are estimated and compared to the above significance thresholds in Table 1. The estimated emissions are based upon a total project

⁴ "Fugitive" emissions generally refer to those emissions that are released to the atmosphere by some means other than through a stack or tailpipe.

⁵ Bay Area Air Quality Management District (BAAQMD), BAAQMD California Environmental Quality Act, Air Quality Guidelines, Updated May 2012. Available online at <http://www.baaqmd.gov/plans-and-climate/california-environmental-quality-act-ceqa/updated-ceqa-guidelines>. Accessed on June 5, 2016.

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area footprint of 57,208 s.f.; however, the project footprint area has been reduced to 49,500 s.f. As shown in this table, the project's construction-related air pollutant emissions would not exceed the BAAQMD significance thresholds for criteria pollutants, and would constitute a less-than-significant impact. With a further reduced project footprint, the project's construction-related emissions would remain below the BAAQMD significance thresholds for criteria pollutants, also resulting in a less-than-significant impact. However, the BAAQMD recommends that all Basic Construction Mitigation Measures be implemented for all construction projects, whether or not construction-related emissions exceed these significance

Table 1

Project-related Construction and Operational Criteria Pollutant Emissions

Project Activity	Average Daily Emissions (pounds/day)					
	ROG	NO_x	CO	SO₂	PM₁₀ (Total)	PM_{2.5} (Total)
2017						
Off-Road Equipment Emissions ^a	4.1	44.1	25.3	0.1	8.4	5.1
Earthwork Trip Totals On-Site ^b	0.1	2.2	0.3	0.0	0.1	0.1
Excess Earthwork Trip Total ^c	0.2	5.6	0.6	0.0	0.1	0.1
Total	4.4	51.9	26.2	0.1	8.6	5.3
Significance Thresholds	54	54	- ^d	- ^e	82	54
Exceeds Significance Thresholds?	No	No	-	-	No	No
Project Activity	Average Annual Emissions (tons/year)					
	ROG	NO_x	CO	SO₂	PM₁₀ (Total)	PM_{2.5} (Total)
2017						
Off-Road Equipment Emissions ^a	0.10	1.10	0.63	0.00	0.21	0.13
Earthwork Trip Totals On-Site ^b	0.07	0.06	0.01	0.01	0.02	0.02
Excess Earthwork Trip Total ^c	0.17	0.14	0.02	0.01	0.06	0.06
Total	0.34	1.3	0.66	0.02	0.29	0.21
Significance Thresholds	10	10	- ^d	- ^e	15	10
Exceeds Significance Thresholds?	No	No	-	-	No	No

NOTES: ROG = reactive organic gases; NO_x = nitrogen oxides; CO = carbon monoxide; SO₂ = sulfur dioxide; exhaust PM₁₀ = particulate matter less than 10 microns; exhaust PM_{2.5} = particulate matter less than 2.5 microns.

^a The CalEEMod model was used to calculate these emissions assuming construction would occur over 10 weeks using the following equipment: 1 sheepsfoot compactor (modeled as tractor), 1 excavator, 1 loader, 1 generator set, and 4 dump trucks (modeled as off-highway trucks).

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- ^b The EMFAC2014 model was used to calculate these emissions assuming a total of 7,600 miles traveled.
- ^c The EMFAC2014 model was used to calculate these emissions assuming a total of 19,200 miles traveled.
- ^d CO: If localized carbon monoxide estimated emissions exceed 550 pounds/day, more detailed analysis is required. Therefore, emissions below this threshold indicate that CO emissions would be less than significant.
- ^e SO₂: The SO₂ state and federal standards are currently being met throughout the Bay Area and have been met in recent decades. Therefore, the project's estimated emissions would be less than significant.
- SOURCE: CalEEMod Model Output (see Attachment 1)

thresholds. Therefore, the project's construction-related and operational increases in criteria pollutant emissions would be less than significant with implementation of Mitigation Measure AQ-1.

Mitigation Measure AQ-1: Although the project's construction-related air pollutant emissions would not exceed the BAAQMD's applicable significance thresholds, the following BAAQMD-recommended Basic Construction Mitigation Measures shall be included in the project's grading plan, building plans, and contract specifications to limit the project's construction-related dust and criteria pollutant emissions:

- 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. Recycled water should be used wherever feasible.
- 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. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible.
- 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 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 City regarding dust complaints. This person shall respond and take corrective action

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.

(Bay Area Air Quality Management District, 2012, CEQA Guidelines; Bay Area Air Quality Management District, 2009, Revised Draft CEQA Thresholds Options and Justifications Report, 2009; CalEEMod model outputs, see Attachment 1)

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

☐
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To address cumulative impacts on regional air quality, the BAAQMD has established thresholds of significance for construction-related and operational criteria pollutants and precursor emissions. These thresholds represent the levels at which a project's individual emissions of criteria pollutants and precursors would result in a cumulatively considerable contribution to the SFBAAB's existing air quality conditions. If daily average or annual emissions exceed these thresholds, the project would result in a cumulatively significant impact. There would be no operational emissions associated with the proposed drainage channel improvement project and the project's construction-related criteria pollutant emissions would not exceed BAAQMD significance thresholds (see Section III.b above for more discussion). Therefore, the project's contribution is also considered to be less than cumulatively considerable, a less-than-significant impact.

In addition, when the project's construction-related diesel particulate matter (DPM) emissions are considered with other existing stationary and mobile sources of toxic air contaminants (TACs), cumulative health risks were determined to be less than significant. Therefore, the project's contribution to cumulative DPM emissions would be less than cumulatively considerable, a less-than-significant impact (see Section 3d below for more discussion).

(Bay Area Air Quality Management District, 2012, CEQA Guidelines)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐

Sensitive receptors are defined as facilities or land uses that include members of the population that are particularly sensitive to the effects of air pollutants, such as children, the elderly, and people with illnesses. Examples of these sensitive receptors are residences, schools, hospitals, and daycare centers. The Californian Air Resources Board (CARB) has identified the following groups of individuals as the most likely to be affected by air pollution:

the elderly over 65 years of age, children under 14 years of age, athletes, and persons with cardiovascular and chronic respiratory diseases such as asthma, emphysema, and bronchitis. There are sensitive residential receptors located as close as 160 feet southwest of the project construction area and more than 300 feet east of the project area.

Potential TAC emissions would be associated solely with proposed bypass channel construction activities. Combustion emissions from construction equipment and haul trucks would be generated during proposed construction activities, which could expose sensitive receptors to DPM and other TACs. DPM emissions were estimated for this project and are presented in Table 2. As indicated in this table, the project's construction-related DPM emissions would not exceed the above significance thresholds for health risks. Therefore, the health risks associated with the project's construction-related DPM emissions would be less than significant.

The BAAQMD also recommends that existing stationary and mobile emissions sources (i.e. freeways or roadways with more than 10,000 vehicles per day) within 1,000 feet of the project area also be considered when evaluating a project's cumulative risks. Any potential cumulative health risk would, therefore, derive from project activities plus any existing identified risk sources within the project vicinity. BAAQMD records indicate that there are no stationary sources within 1,000 feet of the project site. There are no roadways within 1,000 feet of the project site with average daily traffic volumes exceeding 10,000; the most recent average daily traffic count (2006) for North Parkside Drive was 7,625 vehicles per day.⁶ Consequently, the project's contribution to cumulative construction-related risk and hazard impacts would be less than cumulatively considerable, a less-than-significant impact.

(Bay Area Air Quality Management District, 2012, CEQA Guidelines)

⁶City of Pittsburg, 2016. Personal Communication with Paul Reinders, P.E., Traffic Engineer, City of Pittsburg Engineering Division.

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Table 2

Cancer Risk Health Risks at the Closest Sensitive Receptors due to DPM Exposure during Project Construction

	<i>PM_{2.5} Exposure,^a Excess Cancer Risk,^b and Non-Cancer Chronic Hazard Index from Project Construction Activities at Maximally Exposed Individuals</i>
<i>Maximum One-Hour PM_{2.5}</i>	<i>0.9783 µg/m³</i>
<i>Annual Average PM_{2.5} (one-hour x 0.1)</i>	<i>0.0978 µg/m³</i>
<i>Annual Average PM_{2.5} Significance Threshold</i>	<i>0.3 µg/m³</i>
<i>Exceeds Significance Threshold?</i>	<i>No</i>
<i>Age-Weighted Excess Risk for Infants</i>	<i>4.193 in a million</i>
<i>Children</i>	<i>1.258 in a million</i>
<i>Adults</i>	<i>0.419 in a million</i>
<i>Cancer Risk Significance Threshold</i>	<i>Excess Cancer Risk >10 in a million</i>
<i>Exceeds Threshold?</i>	<i>No</i>
<i>Chronic/Acute Non-Cancer Hazard Index</i>	<i>0.020/0.114</i>
<i>Chronic Non-Cancer Significance Threshold</i>	<i>Hazard Index >1.0</i>
<i>Exceeds Threshold?</i>	<i>No</i>

NOTES:

^a The predicted maximum one-hour DPM concentration is 0.9783 µg/m³ resulting from on-site total project DPM emissions of 0.101 tons. The hourly to annual scaling factor is 0.1. AERSCREEN output thus indicates that project construction would produce an annual average DPM concentration of 0.0978 µg/m³.

^b The excess individual cancer risk factor for DPM exposure is approximately 300 in a million per 1 µg/m³ of lifetime exposure (DPM (µg/m³) x ASF x 300 x 10⁻⁶) / 70 years. More recent research has determined that young children are substantially more sensitive to DPM exposure risk. If exposure occurs in the first several years of life, an age sensitivity factor (ASF) of 10 should be applied. For toddlers through mid-teens, the ASF is 3.

SOURCES: A screening-level individual cancer analysis was conducted to determine the maximum PM_{2.5} concentration from diesel exhaust. This concentration was combined with the DPM exposure unit risk factor to calculate the inhalation cancer risk from project-related construction activities at the closest sensitive receptor. The EPA AERSCREEN air dispersion model was used to evaluate concentrations of DPM and PM_{2.5} from diesel exhaust. The AERSCREEN model was developed to provide an easy to use method of obtaining pollutant concentration estimates and is a single source Gaussian plume model which provides a maximum one-hour ground-level concentration. The model output for this analysis is included in the Attachment 1 of this report.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐

Operation of construction equipment in proximity to nearby residents could result in nuisance odor impacts from diesel exhaust emissions; however, the intervening distance between the proposed project and the closest downwind residents to the east (approximately 300 feet or more) would minimize the potential for nuisance odors occurring at the nearby residents. Therefore, potential nuisance odor impacts are considered to be less than significant.

(Staff Determination)

IV. BIOLOGICAL RESOURCES -- Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
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The following analysis of the project's potential impacts on biological resources is based on the findings of a biological resources assessment of the Americana Park Bypass Channel area prepared by Wood Biological Consulting (WBC) in July 2014 and revised in December 2015. The biological resource assessment is included as Attachment 2 to this initial study.

Although highly modified from its natural condition as a result of historic land uses and development, the subject parcel supports an intermittent stream course, an artificial stormwater channel, riparian woodland, and a mosaic of perennial herbaceous wetlands. Impacts to these features are regulated under federal, State, and County laws and policies.

No federally listed, State-listed, or other special-status plant species were detected and none are expected to occur within the project site. Project implementation would not result in any significant impacts to special-status plant species. No further surveys, mitigation measures, or impact avoidance/minimization measures are required.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Although no special-status animal species were detected within the study area and none have been recorded on site, considering the site's proximity to known records of special-status species, the potential exists for numerous such species to occur on site. Two federally or State-listed animal species (California red-legged frog [CRF] and California tiger salamander [CTS]) are known to occur in the project vicinity, and there is a low potential for dispersing individuals to occur on site. In addition, six other special-status animal species (white-tailed kite, Pacific pond turtle, burrowing owl, northern harrier, western red bat, and hoary bat) and numerous species of migratory birds could occur on site at the time of construction.

Pursuant to CEQA guidelines, potentially significant adverse effects on regulated biological resources would result from project implementation. These impacts, along with measures to avoid, minimize or compensate for unavoidable or potential impacts are discussed below.

Impact BIO-1: *The potential for occurrence of a total of 49 special-status animal species was evaluated (Wood Biological Consulting, Inc. 2015). The potential for occurrence of 41 of the target species can be ruled out entirely based on the developed nature of the subject parcel and surroundings, soil types, existing habitats, and geographic location. The potential exists for the occurrence on site of eight of the target species, including two federally listed species (Alameda whipsnake, CRF), one fully protected species (white-tailed kite), four species of special concern (PPT, northern harrier, burrowing owl and western red bat), and one special animal (hoary bat), as well as numerous migratory birds species.*

Due to the presence of suitable habitat on site and the known occurrence of occupied habitat nearby, the potential exists for CRF, CTS and PPT to disperse along the tributary to Willow Creek. Although their occurrence on site is considered unlikely, construction activities in and adjacent to the channels could result in a take.

Within the study area, trees, shrubs, vines, and grasslands provide suitable nesting habitat for three special-status bird species (white-tailed kite, burrowing owl, and northern harrier) as well as many other migratory bird species. Ground disturbing activities (e.g., grubbing, grading, trenching, and tree removal or pruning) could result in direct or indirect impacts to nesting birds by causing the destruction or abandonment of occupied nests. Direct and indirect impacts to special-status and migratory bird species would be considered significant under CEQA guidelines.

Suitable roosting habitat for special-status bat species is present in the riparian and ornamental trees on site. The proposed project would require the removal and/or pruning of

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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mature trees. If present, the bat roosts could be inadvertently destroyed. In addition, construction activities in the vicinity of a maternity roost could result in roost abandonment and mortality of young. The destruction of the roosts of special-status bat species or disturbance of maternity roosting would be a violation of the California Fish and Game Code (CFGF) and would be considered a significant impact pursuant to CEQA.

Mitigation Measure BIO-1a: In order to minimize and avoid impacts to California red-legged frog, California tiger salamander, or Pacific pond turtle during in-stream project-related disturbances, the following measures shall be implemented.

1. The City shall apply for coverage under the HCP/NCCP, which would provide the City with incidental take coverage for CTS, CRF, and PPT. Under the HCP/NCCP, no preconstruction surveys are required.
2. Work shall be limited to the dry season, from April 15 to October 15.
3. Nighttime construction shall be restricted to avoid effects on nocturnally active species such as CRF.
4. Before commencement of construction activities, a qualified biologist shall conduct an environmental awareness program for all construction personnel. At a minimum the training shall include a description of special-status species that could be encountered, their habitats, regulatory status, protective measures, work boundaries, lines of communication, reporting requirements, and the implications of violations of applicable laws.
5. Prior to the start of construction, wildlife exclusion fencing (WEF)⁷ shall be installed to isolate the work area from any habitats potentially supporting special-status animals or through which such species may move. The final project plans shall indicate where and how the WEF is to be installed. The bid solicitation package special provisions shall provide further instructions to the contractor about acceptable fencing material. The fencing shall remain throughout the duration of the work activities, be regularly inspected and properly maintained by the contractor. Fencing and stakes shall be completely removed following project completion.

⁷Wildlife Exclusion Fencing provides a barrier for terrestrial wildlife gaining access to the project work areas. The fencing may vary to meet the needs of a particular species, but must be buried and/or backfilled to prevent animals passing under the fence and must be high enough to deter reptiles and amphibian or small mammals from climbing or jumping over the fence. Acceptable fencing materials including Animex® wildlife exclusion fencing, ERTEC E-Fence™ (Ertec Environmental Systems LLC), plywood, corrugated metal, and silt fencing .

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| 6. Under the HCP/NCCP, preconstruction survey for CTS and CRF are not required. A preconstruction survey for PPT will be conducted immediately prior to vegetation clearing and construction activities within the both channels. | | | | |
| 7. Prior to the initiation of work Best Management Practices (BMPs) consistent with those identified under the Contra Costa County Clean Water Program's Stormwater C.3 Guidebook ⁸ shall be in place to prevent the release of any pollutants or sediment into the creek, storm drains, or tributaries; all BMPs shall be properly maintained. Leaks, drips, and spills of hydraulic fluid, oil, or fuel from construction equipment shall be promptly cleaned up to prevent contamination of water ways. All workers shall be properly trained regarding the importance of preventing and cleaning up spills of contaminants. Protective measures shall include, at a minimum: | | | | |
| a) No discharge of pollutants from vehicle and equipment cleaning shall be allowed into any storm drains or watercourses. | | | | |
| b) Spill containment kits shall be maintained onsite at all times during construction operations and/or staging or fueling of equipment. | | | | |
| c) Coir rolls or straw wattles shall be installed along or at the base of slopes during construction to capture sediment. | | | | |
| 8. Protection of graded areas from erosion using a combination of silt fences, fiber rolls along toes of slopes or along edges of designated staging areas, and erosion control netting (such as jute or coir) shall be installed as appropriate on sloped areas. | | | | |
| 9. The following measures shall be implemented to avoid adversely affecting sensitive habitats and harm or harassment to listed species: | | | | |
| a) Any fill material shall be certified to be non-toxic and weed free. | | | | |
| b) All food and food-related trash items shall be enclosed in sealed trash containers and removed completely from the site at the end of each day. | | | | |
| c) No pets from project personnel shall be allowed anywhere on the project site during construction. | | | | |
| d) No firearms shall be allowed on the project site except for those carried by authorized security personnel, or local, State or Federal law enforcement officials. | | | | |

⁸Available online at http://www.cccleanwater.org/Publications/Guidebook/Stormwater_C3_Guidebook_6th_Edition.pdf

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- e) All equipment shall be maintained such that there are no leaks of automotive fluids such as gasoline, oils or solvents and a Spill Response Plan shall be prepared. Hazardous materials such as fuels, oils, solvents, *etc.* shall be stored in sealable containers in a designated location that is isolated from wetlands and aquatic habitats.
- f) Servicing of vehicles and construction equipment including fueling, cleaning, and maintenance shall occur only at sites isolated from any aquatic habitat unless separated by topographic or drainage barrier or unless it is an already existing gas station. Staging areas may occur closer to the project activities as required.
- g) Plastic mono-filament netting (e.g., that used with erosion control matting) or similar material shall not be used within the action area; wildlife can become entangled or trapped by such non-biodegradable materials. Acceptable substitutes include coconut coir matting, tackified hydroseeding, blown straw, or other organic mulching material.

Mitigation Measure BIO-1b: In order to minimize and avoid impacts to White-tailed kite, Northern Harrier, and other migratory birds, the following measures shall be implemented.

1. The removal of trees and shrubs shall be minimized to the extent practicable.
2. If ground-disturbing activities (e.g., site clearing, disk, grading, etc.) can be performed outside of the nesting season (i.e., between September 1 and January 31), no surveys additional surveys are warranted. If ground disturbing activities are scheduled to commence during the breeding season (i.e., between February 1 and August 31), preconstruction surveys shall be conducted by a qualified biologist within the 76 m (250 ft) radius of the project footprint no more than two weeks prior to commencing with ground-disturbing activities.
3. If no active nests are found, no further measures are necessary. If active nests (i.e. nests with eggs or young birds present) are found, a no-disturbance buffer zone shall be established at a distance sufficient to minimize disruption of breeding based on the nest location, topography, cover, the specie's tolerance to disturbance, and the type/duration of potential disturbance. No work shall occur within the non-disturbance buffers until the young birds have fledged. The size of the buffer zone shall be determined by the project biologist; typically non-disturbance buffer zones are 15 m (50 ft.) for passerines and 92 m (300 ft.) for raptors.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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4. If work must be performed during the breeding season and within the designated buffer zone, a qualified biologist shall monitor the work site and the nest to determine if work activities are causing substantial stress on the breeding pair. If it is determined that project activities threaten the successful breeding of the pair, work shall cease immediately.
5. If project activities result in the abandonment of the occupied nest of a migratory or special-status bird, the CDFW and/or the USFWS Division of Migratory Bird Management shall be contacted for further guidance.

Mitigation Measure BIO-1c: In order to avoid impacts to burrowing owl during project implementation, the measures outlined below shall be implemented.

1. Prior to the initiation of any ground-disturbing activities (e.g., site clearing, disking, grading, etc.), an assessment of burrowing owl habitats on site shall be performed by a qualified biologist. The preconstruction survey shall be conducted at least 30 days prior to the beginning of work and shall conform to the most recent survey protocol (CDFW 2012).
2. If there are no suitable burrowing sites on site or within 153 m (500 ft) of the limits of work, site clearing or grading may proceed.
3. If suitable burrows are detected during the breeding season (February 1 through August 31), focused surveys, conforming to published protocol (CDFW 2012), shall be conducted to determine the presence or absence of burrowing owl. Focused surveys may be delayed until the project is closer to implementation, generally no more than 30 days prior to grading or site clearing. Focused surveys consist of four separate surveys to observe each burrow, conducted over four days.
4. If occupied burrowing owl nest sites are detected, work may not proceed. The taking of burrowing owls or occupied nests is prohibited under CFGC.⁹ Nest sites must be flagged and protected by a designated disturbance-free buffer zone of at least 76 m (250 ft.). Relocation (i.e., passive exclusion) of burrowing owls is only permitted during the non-breeding season (September 1 through January 31), and in consultation with CDFW. Owls shall be excluded from burrows in the immediate impact zone and within a 160-foot buffer zone by installing one-way doors in burrow entrances. Burrow doors shall be in place for 48 hours prior to the initiation of grading.

⁹CFGC §§3503, 3503.5 and 3800

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Mitigation Measure BIO-1d: In order to avoid impacts to special-status bat species during project implementation, the measures outlined below shall be implemented.

1. No more than 14 days prior to the cutting or pruning of any trees, or the initiation of site clearing, a preconstruction survey shall be performed by a qualified biologist. The biologist shall inspect all suitable bat roosting habitat, including snags, rotten stumps, mature trees with broken limbs, exfoliating bark, and dense foliage, within and adjacent to the limits of work. If no sign of occupation by bats is observed, work may proceed. If site clearing or tree cutting is postponed for more than 14 days, the inspection shall be repeated.
2. If evidence of potential roosting by bats is detected, the CDFW shall be consulted regarding appropriate protective measures. At a minimum, to avoid direct impacts on special-status bats, the measures outlined below shall be followed before removing or trimming any trees suspected of supporting an active roost:
 - a) If a tree provides potentially suitable roosting habitat, but bats are not present, the project biologist may exclude bats by sealing cavities, pruning limbs, or removing the entire tree. Trees and snags with cavities or loose bark that exhibit evidence of use by bats may be scheduled for humane bat exclusion and eviction, conducted during appropriate seasons and supervised by the bat biologist.
 - b) If the biologist determines or presumes bats are present, the biologist will exclude the bats from suitable tree cavities by installing one-way exclusion devices. After the bats vacate the cavities, the biologist will plug the cavities or remove the limbs. The construction contractor will only remove trees after the biologist verifies that the exclusion methods have successfully prevented bats from returning, usually in seven to 10 days. To avoid impacts on non-volant bats, the biologist will only conduct bat exclusion and eviction.

With the incorporation of Mitigation Measure BIO-1a, 1b, 1c, and 1d, project implementation would not have a significant adverse effect on special-status animal species.

(Wood Biological Consulting, December 2015)

b) Have a substantial adverse effect on any riparian habitat or other sensitive	☐	☐	☐	☒
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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				

Two special-status natural communities are present within the study area. These include Arroyo Willow Thicket Alliance and Creeping Rye Grass Turfs. Although not classified as special-status natural communities, per se, three additional plant associations would be regarded as having special-status because they meet the federal definition of wetlands. These include Salt Grass Flat, Baltic Rush Marsh, and Ruderal Seasonal Wetland Seasonal Wetland. With the redesigned project, no impacts to these habitats would result.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☒	☐	☐
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The unnamed tributary to Willow Creek and the stormwater detention basin fall under federal and State jurisdiction. Pursuant to the CWA, the USACE exerts regulatory authority over that portion of both features falling below the limits of the Ordinary High Water Mark. Pursuant to the CFGC, the CDFW would exert regulatory authority that portion of both features below the tops of bank. Impacts to these features are regulated under the CWA and CFGC.

Without the mitigation measures outlined below, the proposed activity would result in significant impacts on waters of the U.S. and waters of the State. Impacts on the water courses would be considered significant under CEQA guidelines.

Impact BIO-2: The proposed activity would result in significant temporary impacts on waters of the U.S. and waters of the State. Significant impacts include the placement of temporary fill into the unnamed tributary to Willow Creek. The length of channel to be impacted is 50 feet. Such impacts are regulated under federal and State law and require prior authorization from federal, State and local regulatory agencies.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Mitigation Measure BIO-2: The project has been designed in such a way as to minimize direct and indirect impacts on regulated aquatic features. The preliminary concept was to cut an open channel across the utility corridor permitting direct diversion of storm flows from the storm drain to the unnamed tributary to Willow Creek. Such a design would truncate the stormwater sheet flow directed onto the field and which sustains the perennial wetlands there. The hydrologic connection to as much as 0.3 ha (0.75 ac) of wetlands would have been severed, leading to their conversion to upland grasslands. The redesigned project avoids impacting these wetlands entirely.

However, in order to achieve a hydrologic connection and positive flows from the detention basin, temporary impacts to the unnamed tributary to Willow Creek are necessary. In order to avoid, minimize and compensate for unavoidable impacts on waters of the U.S./waters of the State, the following measures shall be implemented:

1. Prior to construction, the project proponent shall secure authorization from the USACE, CDFW and RWQCB in conformance to the CWA and LSAP.
2. A copy of this report shall be submitted to the USACE, CDFW and RWQCB in support of the permit application process. Work may not proceed until authorization has been received from these agencies.
3. Coordination with the East Contra Costa County Habitat Conservancy is also required. Participation in the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP; Jones and Stokes, 2006) is expected to satisfy the requirements of the regulatory agencies for compensatory mitigation for unavoidable impacts on stream channels, wetlands and riparian habitat. A copy of the HCP/NCCP Planning Survey Report shall be included with the submittals to each agency.
4. Per the terms of the adopted HCP/NCCP, a wetland mitigation fee may be paid in-lieu of habitat restoration *in situ*. If accepted by the regulatory agencies, no additional mitigation for wetland impacts is required. The payment of in-lieu fees must be made prior to issuance of a grading permit. If a grading permit is not required, fees must be paid prior to issuance of the first construction permit.
5. For all work within and adjacent to stream channels and ditches, best management practices (BMPs) must be incorporated into the project design to prevent erosion, sedimentation, and the release of other contaminants into the water way.

With the incorporation of Mitigation Measure BIO-2, project effects on wetlands, riparian habitat and other waters of the U.S./waters of the State would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒

Potential impacts are considered significant if a project would interfere substantially with the movement of native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Wildlife corridors (i.e., linear habitats that naturally connect and provide passage between two or more large habitats or habitat fragments) are important for persistence of wildlife overtime.

The relatively wide but sparsely vegetated Willow Creek tributary on the eastern edge of the study area is unlikely to provide for any significant movement of wildlife species. Conversely, the stormwater channel on the western edge of the study area supports a dense canopy of native riparian trees with a complete understory of native herbs and shrubs. However, this channel does not connect two open areas of wildlife habitat and therefore does not function as a corridor of any type. While vegetation associated with this channel provides excellent cover for wildlife and even breeding opportunities, it is not expected to serve as a significant wildlife movement corridor. Consequently, the proposed project is not expected to have a significant adverse effect on wildlife movements.

(Wood Biological Consulting, December 2015)

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
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The project would not be in conflict with the City of Pittsburg General Plan. Although General Plan policies 9-P-9 through 9-P-11 require the protection of and establishment of setbacks from riparian corridors, the open segments of the bypass channel do not represent a significant riparian or aquatic resource as designated under the General Plan.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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A single ornamental eucalyptus tree would be removed to accommodate project construction. This tree meets the definition of a “protected tree” under the City’s Tree Preservation and Protection Ordinance (Title 18, Article XIX, Section 18.84.835); however, the removal of this tree is exempt from the provisions of this article as the tree’s removal is part of a development plan requiring approval by the City Council.

No mitigation measures are warranted.

(City of Pittsburg General Plan; Wood Biological Consulting, December 2015)

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒
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The project site is within the inventory area of the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) and is a covered activity. The HCP/NCCP was developed as a means to provide an effective framework to protect the natural resources of eastern Contra Costa County, while streamlining the environmental permitting process for impacts on special-status species and natural communities (ECCCHCPA). The HCP/NCCP confers authorization for take of covered species under the Federal Endangered Species Act (FESA; Section 10) and NCCPA (Natural Community Conservation Planning Act; 2081 permit) for future development in the cities of Clayton, Pittsburg, Brentwood, and Oakley, and specific areas of unincorporated Contra Costa County. The HCP/NCCP proposes to provide take authorization for 28 listed and non-listed species.¹⁰ The HCP/NCCP is also intended to serve as the basis for subsequent applications for regional wetland permits for compliance with Clean Water Act (CWA) section 404 and 401, the Porter-Cologne Water Quality Act and Section 1602 of the CFGC relative to the Lake and Streambed Alteration Program.

The City of Pittsburg is a permittee of the HCP. As such, the City may satisfy the concerns of federal and State regulatory agencies for covered species and habitats by participating in the HCP and by the payment of development fees, dedication of land, and/or habitat restoration or creation, pursuant to PMC chapter 15.108.

¹⁰ [ECCCHCPA \(2006; see Table ES-1\)](#)

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The proposed project would not have any adverse effects on covered species¹¹, and no federal or State consultation is needed. The applicant will seek separate permits for unavoidable impacts to waters of the U.S./waters of the State and provide mitigation in conformance to the requirements of the regulatory agencies.

(East Contra Costa County HCP/NCCP and Pittsburg Municipal Code (PMC) chapter 15.108; Wood Biological Consulting, December 2015)

V. CULTURAL RESOURCES -- Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?	☐	☐	☒	☐
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A comprehensive cultural resources evaluation was conducted for the proposed project by Holman & Associates, archaeological consultants, in June 2014. The study included an archaeological literature review, field investigation, and Native American consultation. That study found no recorded archival evidence of significant historical resources within the project area. Additionally, a visual inspection of the entire project area f also failed to discover any evidence of historic and/or Native American archaeological materials.

A review of the City's General Plan indicates that there are no known historical resources in the project area. Consequently, the proposed project would not cause a substantial adverse change in the significance of a historical resource as defined in CEQA Section 15064.5.

(Holman & Associates, June 2014; CEQA Guidelines section 15064.5; City of Pittsburg General Plan, Table 9-2 and Figure 9-3)

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?	☐	☐	☒	☐
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¹¹ [ECCCHCPA \(2006; see Table ES-1\)](#)

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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As part of the Americana Park Bypass Channel project, archival research was conducted in January 2014 for archeological resources. In addition, a field survey of the entire project site was conducted in May 2014. No archeological resources have been identified on the project site, and the area was found not to be sensitive for prehistoric resources. The project site is relatively flat and has been subject to ground disturbing activities when utility towers were constructed within the PG&E corridor.

In accordance with General Plan Policies 9-P-40 and 9-P-41, if any archeological resources are found during grading or construction activities, all construction activities would be required to halt and an archeological investigation to document and collect all valuable remnants would be required; the City will ensure the preparation of a resource mitigation plan and monitoring program by a qualified archeologist in the event that archeological resources are uncovered.

(City of Pittsburg General Plan, page 9-32; Holman & Associates, June 2014)

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? ☐ ☐ ☐ ☒

The project area does not extend into bedrock units. Rather, all grading from the project is expected to expose relatively young alluvial deposits composed of eroded materials from the Pliocene age bedrock in the hills to the south. Those bedrock units may contain some freshwater mullosk shells or mammal bones. However, any fossils eroded from the bedrock units that have been transported to, and deposited in, the alluvial fans in the project area are likely to be degraded and not have any paleontological significance. In addition, City records indicate that no unique paleontological resources or unique geologic features have been identified in the project area.

(City of Pittsburg General Plan, Chapter 10.1 [Geology and Seismicity] and Chapter 9.5 [Historic and Cultural Resources]).

d) Disturb any human remains, including those interred outside of formal cemeteries? ☐ ☐ ☐ ☒

No human remains are believed to be present at the project site based on cultural resource assessments performed as part of the environmental review for the proposed project. In accordance with the California Health and Safety Code (Section 7052), in the event that human remains are discovered, construction or grading shall be stopped in the vicinity of the

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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human remain until the coroner can determine whether the remains are those of a Native American and to ensure the remains are handled in accordance with State law; therefore, no project specific mitigation is deemed warranted.

The cultural resources study for the proposed project included contact with the California Native Heritage Commission (NAHC) in May 2014. The NAHC responded that the files contained no information regarding Native American resources; a list of three Native Informants was sent. On May 20, 2014, letters were sent to the three named informants asking if they had any information or concerns they wished to share. No responses were received and a second attempt to contact the informants was made by phone and/or email after the 30-day response period had been reached and no response was received. Nevertheless, in the event that unknown human remains are uncovered, Native American representatives will be re-contacted for appropriate consultation.

(Holman & Associates, June 2014; California Health and Safety Code Section 7052)

VI. GEOLOGY AND SOILS -- Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

☐	☐	☐	☒
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Based upon California Department of Conservation records, there are no Earthquake Fault Zones established under the Alquist-Priolo Act that are located within Pittsburg and, consequently, none are located on the proposed project site. The nearest mapped active fault is the Clayton-Greenville Fault, located about 4.5 miles south of the site. Two other active faults, the Antioch Fault and the Concord-Green Valley Fault, are located 7 miles east and 7.5 miles west of the project site, respectively. The City of Pittsburg General Plan's Table 10-1 and Figure 10-2 present a list of the active faults in the vicinity of the city, and indicate the locations

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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of fault branches for both major and minor faults within the Pittsburg Planning Area. None of the faults identified by the General Plan are located on or near the bypass channel project site. Consequently, the potential for surface rupture due to primary faulting at the site is negligible.

(City of Pittsburg General Plan, Table 10-1; California Department of Conservation, Regulatory Maps: Alquist-Priolo Zones of Required Investigation; Geotechnical Investigation Report, Brickyard Subdivision, Pittsburg, California, March 1994)

ii) Strong seismic ground shaking? ☐ ☐ ☒ ☐

Although the site is not located within an Alquist-Priolo designated active fault zone, it is about 4.5 miles from the active Clayton-Greenville Fault. Two other active faults, the Antioch Fault and the Concord-Green Valley Fault, are located 7 miles east and 7.5 miles west of the project site, respectively. In addition, earthquakes on other faults in the region, including the Calaveras, Hayward, Marsh Creek-Greenville, and San Andreas Faults could result in strong ground shaking at the site. The intensity of ground shaking that is likely to occur within the project area will generally be dependent on the magnitude of the earthquake and the distance from the earthquake epicenter (City of Pittsburg General Plan, p. 10-8).

Due to the proximity of the site to numerous active fault systems, it is likely that the project would be subjected to the effects of a major earthquake during the design life of the bypass drainage channel. Strong seismic shaking could damage the proposed improvements, including lighting, storm drains, etc. The adverse effects from seismic shaking would be reduced to less than significant levels by designing the improvements in accordance with the Chapter 16, Structural Design Requirements, of the California Building Code (2010) and compliance with City policies for seismic hazards. City Policy 10-P-16 would ensure compliance with the current Uniform Building Code during development review. Therefore, no project specific mitigation measures are deemed necessary.

(City of Pittsburg General Plan, p. 10-13; Project Plans)

iii) Seismic-related ground failure, including liquefaction? ☐ ☐ ☐ ☒

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The City's General Plan provides a map of the geologic hazards that affect various parts of the community. Potential geologic hazards include generally and moderately unstable lands, areas with slopes over 30%, and areas where there is high liquefaction potential. The bypass channel site is located in the city's lowlands, which are characterized as having high liquefaction potential.

Liquefaction is the rapid transformation of saturated, loose, fine-grained sediment to a fluid-like state because of earthquake groundshaking. Liquefaction has resulted in substantial loss of life, injury, and damage to property. In addition, liquefaction increases the hazards of fires because of explosions induced when underground gas lines break, and because the breakage of water mains substantially reduces fire suppression capability.

Liquefaction hazard in Pittsburg ranges from very low to high. ABAG has identified most of the lowland areas adjacent to Suisun Bay as being highly susceptible to liquefaction hazards (Figure 10-1 Geologic Hazards). Alluvial fan and terrace deposits that underlie most of Pittsburg have low liquefaction potential, and upland areas that are underlain by bedrock have very low liquefaction potential.

The USDA Natural Resources Conservation Service provides mapping of soil types in Contra Costa County and has identified soils on the project site as belonging to the Capay-Rincon soil association. Nearly level to strongly sloping, moderately well-drained and well-drained clays and clay loams on valley fill. The soils in this association are more than 60 inches deep. They formed in alluvium from sedimentary rock. Slopes are 0 to 15 percent. This association makes up about 3 percent of the county. It consists of about 50 percent Capay soils and 40 percent Rincon soils. The rest is Antioch, Brentwood, and Sycamore soils. For the project site, Capay soils constitute over 95 percent of the soil type, while Rincon soils are confined to a small portion (< 5%) of the project area's southwestern corner.

Capay soils are moderately well drained, having a surface layer of dark grayish brown and grayish brown clay. The substratum is brown clay and yellowish-brown silty clay loam. Rincon soils are well-drained and have a surface layer of dark grayish-brown clay loam and a subsoil of brown clay. The substratum is light yellowish brown silty clay loam and loam.

Capay soils extend over a major portion of the Americana subdivision adjoining the project site to the west. The Geotechnical Investigation for this adjacent site included subsurface borings and characterizes the Capay soils on that site as dark silty to sandy clays that were highly

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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plastic. Underlying surface clays were clayey sand and sandy clay layers to a depth of 25.5 feet. All of the underlying clays and sands were relatively strong and incompressible. The evaluation of Capay soils for the Americana subdivision project indicated that the sands encountered in the project area are sufficiently dense that liquefaction potential in the project area is very low.

To ensure that potential geologic and soils hazards are adequately addressed as part of the project review process, the City's General Plan policies require the preparation of geotechnical studies prior to development approval in geologic hazard areas, as shown in Figure 10-1, including comprehensive geologic and engineering studies of critical structures regardless of location. The City will also require the preparation of a soils report by a City-approved engineer or geologist in areas identified as having geological hazards in Figure 10-1, as part of project review.

(City of Pittsburg General Plan, Figure 10-1; Geotechnical Investigation Report, Brickyard Subdivision, Pittsburg, California, March 1994; USDA Soil Conservation Service, Soil Survey of Contra Costa County, September 1977)

iv) Landslides?	☐	☐	☐	☒
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The project site is low-lying and flat (0-2% grade), and is not surrounded by higher ground that is susceptible to landslides. Therefore, it is highly unlikely that a landslide could impact the project site, and no project specific mitigation measures are deemed necessary.

(Topographic Maps; Site Visit)

b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
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As described above, site soils are generally clayey, belonging to the Capay soil series. Capay soils (0 to 2 percent slopes) are characterized by the USDA Soil Conservation Service as having very slow runoff and no hazard of erosion where the soil is tilled and exposed. The project site is generally flat, and as required by PMC chapter 15.88 (Grading, Erosion and Sediment Control), construction activities would be subject to a required erosion and sediment control plan to ensure that the potential impacts from soil erosion would be reduced to less than significant levels during project construction.

(Topographic Maps; Site Visit; USDA Soil Conservation Service, Soil Survey of Contra Costa County, September 1977)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒

As described under a.iii, above, the project site is not susceptible to liquefaction. Lateral spreading can occur when either the ground surface or the soil layer subject to liquefaction is sloped, or where there is an open face or stream channel adjacent to a potentially liquefiable soil layer. None of these prerequisite conditions occurs in the site vicinity.

Seismically induced ground settlement and subsidence generally results from the densification of loose sands and sandy silts due to vibration or liquefaction. Based on local geologic mapping, characterization of site soils by the USDA Soil Conservation Service's Soil Survey, and the evaluation in a geotechnical study for adjoining project area soils, the potential for seismically induced subsidence is considered nil.

Ground lurching can occur when strong seismic shaking causes cracking and deformation of the ground surface in areas underlain by weak soils. Based on known soils conditions at the site and the project geotechnical soils analyses, the potential for ground lurching is nil.

Findings and recommendations of a geotechnical report are required by the City to be incorporated in the final grading and improvement plans to ensure that potential impacts to facilities are reduced to less than significant levels.

In addition, the project area is not identified in the Pittsburg General Plan as having unstable ground, nor would the project cause the ground to become unstable. As a result, no project specific mitigation measures are deemed necessary.

(City of Pittsburg General Plan, Figure 10-1; Geotechnical Investigation Report, Brickyard Subdivision, Pittsburg, California, March 1994; USDA Soil Conservation Service, Soil Survey of Contra Costa County, September 1977)

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒	☐
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Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The countywide soil survey indicates that the project site is underlain by Capay and Rincon soils. In general, these soil types are identified as having moderate to high shrink swell potential. This potential will be evaluated through a project geotechnical report that includes a number of specific design recommendations to address this issue. Findings and recommendations of the soil report are required by the City to be incorporated in the final grading and improvement plans to ensure that potential impacts to facilities are reduced to less than significant levels.

(City of Pittsburg General Plan, Policies 10-P-1 and 10-P-9; Geotechnical Investigation Report, Brickyard Subdivision, Pittsburg, California, March 1994)

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

☐
☐
☐
☒

The proposed Americana Park Bypass Channel project would not generate any wastewater. No septic tanks or alternative wastewater systems would be used on the site. Therefore, there would be no impact.

(Project Plans)

VII. GREENHOUSE GAS EMISSIONS -- Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impacts on the environment, based on any applicable threshold of significance?

☐
☐
☒
☐

"Greenhouse gases" (so called because of their role in trapping heat near the surface of the earth) emitted by human activity are implicated in global climate change, commonly referred to as "global warming." These greenhouse gases contribute to an increase in the temperature of

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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the earth's atmosphere by transparency to short wavelength visible sunlight, but near opacity to outgoing terrestrial long wavelength heat radiation. The principal greenhouse gases (GHGs) are carbon dioxide, methane, nitrous oxide, ozone, and water vapor. Fossil fuel consumption in the transportation sector (on-road motor vehicles, off-highway mobile sources, and aircraft) is the single largest source of GHG emissions, accounting for approximately half of GHG emissions globally. Industrial and commercial sources are the second largest contributors of GHG emissions with about one-fourth of total emissions.

Short-term GHG emissions from direct sources (traffic increases and minor secondary fuel combustion emissions from space heating) would be generated by project-related construction activities, but project implementation would not result in long-term increases in greenhouse gases (GHGs) from direct sources. Electricity generation in California is mainly from natural gas-fired power plants; however, since California imports about 20 to 25 percent of its total electricity (mainly from the northwestern and southwestern states), GHG emissions associated with electricity generation could also occur outside of California. Space or water heating, water delivery, wastewater processing and solid waste disposal also generate GHG emissions.

The CalEEMod 2011.1.1 computer model was used to calculate GHG emissions that would be generated by the construction of the proposed bypass channel project (see Attachment 1 for model outputs), and project construction is estimated generate up to approximately 192 metric tons of CO₂-equivalents¹² (MT CO₂e) per year. The BAAQMD does not have a quantitative significance threshold for construction-related GHG emissions, but the project's estimated construction-related GHG emissions are expected to have a less-than-significant impact on global climate change. For comparison purposes, this emissions rate is well below the BAAQMD's recommended operational significance threshold of 1,100 metric tons (MT) of CO₂e per year,¹³ which would be an indication that the project's construction-related GHG emissions would be less than significant. The proposed project would also be subject to the

¹²Because of the differential heat absorption potential of various GHGs, GHG emissions are frequently measured in "carbon dioxide-equivalents" or CO₂e, which present a weighted average based on each gas's heat absorption (or "global warming") potential. When CO₂ and non-CO₂ GHG emissions are considered together, they are referenced as CO₂e, which add approximately 0.9 percent to CO₂ emissions from diesel equipment exhaust (California Climate Action Registry, General Reporting Protocol, Version 3.1, January 2009. Available online at: <http://www.climateregistry.org/tools/protocols/general-reporting-protocol.html>. Accessed on November 20, 2015). See Table 1 for other construction assumptions.

¹³The BAAQMD's Options and Justification Report establishes thresholds based on substantial evidence and are consistent with the thresholds outlined within the BAAQMD's 2010 CEQA Air Quality Guidelines, and the recommended GHG threshold for operational GHG emissions is 1,100 MT CO₂e per year.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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existing CARB regulation (Title 13 of the California Code of Regulations, Section 2485), which limits idling of diesel-fueled commercial motor vehicles, and compliance with this regulation would further reduce GHG emissions associated with project construction vehicles (compliance with idling limits is required under Mitigation Measure AQ-1 in Section 3, Air Quality). The BAAQMD also encourages implementation of construction-related GHG reduction strategies where feasible, such as: using alternative-fueled (e.g., biodiesel, electric) construction vehicles/equipment such that these vehicles/equipment comprise at least 15 percent of the fleet; using local building materials such that these materials comprise at least 10 percent of all construction materials; and recycling or reusing at least 50 percent of construction waste or demolition materials. None of these measures is specifically proposed as part of the project.

There would be no operational GHG emissions associated with the bypass channel project. Therefore, implementation of the proposed drainage channel improvement project would not directly or indirectly contribute to long-term increases in GHG emissions.

(CalEEMod model outputs, see Attachment 1; Staff Determination)

b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?

☐
☐
☒
☐

California has passed a number of bills related to GHG emissions and the Governor has signed at least three executive orders regarding greenhouse gases. The Governor's Office of Planning and Research has not yet established CEQA significance thresholds for GHG emissions. GHG statutes and executive orders (EO) include EO S-1-07, EO S-3-05, EO S-13-08, EO S-14-08, EO S-20-04, EO S-21-09, AB 32, AB 341, AB 1493, AB 3018, SB 97, SB375, SB 1078 and 107, SB 1368, and SB X12. AB 32 establishes regulatory, reporting, and market mechanisms to reduced statewide GHG emissions to 1990 levels by 2020. Pursuant to this requirement, the California Air Resources Board (CARB) adopted its Scoping Plan, which contains the main strategies to achieve required reductions by 2020.

The proposed bypass channel project would maximize reuse of on-site soil materials. In addition, as indicated above, the project's construction-related GHG emissions would not exceed the above GHG significance threshold, which was established by the BAAQMD in

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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response to AB 32. Therefore, the project's short-term GHG emissions would have a less-than-significant impact on climate change. Since there are no long-term GHG emissions associated with operation of the bypass channel, project operation would have no impact on climate change. Therefore, project-related GHG emissions would not conflict with applicable plans and policies adopted for the purpose of reducing GHG emissions, a less-than-significant impact.

(CalEEMod model outputs, see Attachment 1; Staff Determination)

VIII. HAZARDS AND HAZARDOUS MATERIALS -- Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

☐
☐
☐
☒

The proposed bypass channel project does not involve the routine transport, use, or disposal of hazardous materials and would therefore not induce a significant hazard to the public.

The California Highway Patrol and California Department of Transportation have primary responsibility in regulating the transportation of hazardous waste and materials. Recently, the City designated roadways within Pittsburg that are acceptable for transport of hazardous materials; these roadways include North Parkside Drive, adjoining the project site to the north.

(Project Plans; Pittsburg General Plan; Site Visit)

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

☐
☐
☐
☒

As noted above in section VIII.a, the project would not include the routine transport, use or disposal of hazardous materials; therefore, there is no risk of the accidental release of hazardous materials.

(Project Plans)

CEQA Initial Study Checklist
Americana Park Bypass Channel
December 2016

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒

See section VII.a, above. The project would not result in the release of hazardous emission or involve the routine handling of hazardous materials and is not within ¼ mile of any schools; therefore, the project would not pose a risk to existing or proposed schools in the vicinity of the site.

(Project Plans; Google Earth, 2016)

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
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This project is not located on the Cortese List of hazardous materials sites; therefore, no project specific mitigation measures are deemed necessary.

(Cal EPA Cortese List website: www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm)

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
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The project site is not located within two miles of an airport, and the proposed modifications to the site would not result in a safety hazard related to airport use.

(Aerial Photograph, Google Earth, 2016)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒

The project site is not located within two miles of a private airstrip, and the proposed modifications to the site would not result in a safety hazard related to airport use. (Aerial Photograph, Google Earth, 2016)

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
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The proposed project would not obstruct or remove any existing roadway identified for use by emergency vehicles. The proposed project would not impair or interfere with the City's adopted Emergency Plan.

The construction activities for bypass channel could cause temporary disruption of traffic on North Parkside Drive and temporarily affect response to calls for emergency services from local residents and commercial uses in the project area. In order to minimize these potential effects on emergency service responders, the City requires the preparation of a traffic control plan by the project contractor; the traffic control plan would include procedures to ensure that emergency services are informed of potential detours, road closures, and other construction activities that may affect emergency service response during construction.

(Project Plans; City of Pittsburg General Plan; Site Visit; Staff Determination)

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐
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The project is located in a PG&E utility corridor adjoining an urbanized area. The proposed bypass channel site adjoins Power Avenue and North Parkside Drive, along with residential,

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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uses; there are no wildlands adjacent to the project area and, consequently, no people or structures are exposed to significant risk of loss, injury or death involving wildland fires.

(Project Plans; Site Visit; Google Earth, 2016; City of Pittsburg General Plan)

IX. HYDROLOGY AND WATER QUALITY -- Would the project:

a) Violate any water quality standards or waste discharge requirements?

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The project area is bordered by residential developments to the east and west. A realigned earth-lined tributary to Willow Creek flows south to north along the eastern edge of the PG&E utility corridor. A storm drain outfall is located in the southwestern corner of the project area; surface flows are conveyed northward via an open channel where they empty into a stormwater detention basin constructed as part of the Americana subdivision.

The proposed construction of a new flood control channel that would divert peak flows away from the existing Americana Park stormwater detention basin and into an intermittent tributary to Willow Creek that extends south to north along the eastern perimeter of the PG&E utility corridor. Overflows from the detention basin currently run into a roadside ditch on the south side of North Parkside Drive, flowing eastward and emptying into the intermittent tributary to Willow Creek. Periodic overflow from the basin causes minor street flooding along North Parkside Drive. The City is responsible for alleviating additional flows into the detention facility to prevent overflow and flooding of this roadway.

The proposed earthen diversion channel would be approximately 780 feet long, extending from the existing Americana Park detention basin in the west to the existing tributary to Willow Creek in the east. The outfall transition from the earthen channel to the existing tributary to Willow Creek channel that runs along the easterly boundary of the PG&E parcel would be protected with rock slope protection for a length of 25 feet.

Due to site soils characteristics, i.e. slow permeability and runoff, stormwater collects on the project site and percolates slowly. The biological resources assessment for the site indicates support for wetland habitat on portions of the site. Runoff from the project site is currently discharged to the City's existing stormwater conveyance system serving the existing roadways and adjacent parcels. The project would not result in any sanitary sewage discharges.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Impact HYD-1: Construction of the project bypass channel has the potential to adversely affect water quality in a tributary to Willow Creek that extends along the east side of the PG&E utility corridor. Grading and earthwork required for the western connection of the proposed bypass channel to the detention basin in Americana Park could adversely affect the water quality of waters of the U.S. and the State. Construction activities associated with the project will be subject to the City's grading ordinance, Pittsburg Municipal Code Chapter 15.88, which requires the implementation of a grading, erosion and sediment control plan during ground disturbing activities. However, project construction could potentially result in a significant impact to water quality, including violation of applicable standards. Mitigation IX-1, below, would reduce this impact to a less than significant level.

Mitigation Measure HYD-1: To preserve downstream water quality, the following mitigation measures shall be performed:

1. Work in active stream channels or wetlands shall be conducted during the dry season (Approximately April 15 through October 15). The work period may be extended with the written approval of the RWQCB and CDFG.
2. If work is to be performed in any channel with surface flows, a water diversion plan shall be implemented allowing uninterrupted stream flow. Cofferdams shall be built only from materials such as clean gravel, sandbags filled with clean river sand, or inflatable structures to avoid release of any silt or sediment. Cofferdams and bypass culverts shall be installed and removed by hand. Normal flows shall be restored upon completion of work; no permanent structures or construction materials shall be left behind. The use of cofferdams is only allowed under permits issued by the USACE and CDFG, and shall be subject to all permit conditions.
3. Best management practices (BMPs) shall be incorporated into construction operations to prevent the release of any contaminants (e.g., soil, silt, construction debris, raw cement, concrete, petroleum products, or any substance that could be hazardous to aquatic life, wildlife, or riparian habitat) into any creek or storm channel. All erosion control devices shall be removed upon completion of construction activities. A detailed description of BMPs is presented in Attachment 2 of this Initial Study.
4. Staging and storage areas for equipment, construction materials, fuels, lubricants and solvents shall be located outside of any channel and banks. Stationary equipment such as pumps, generators, compressors, and welders that must be located within any channel shall be placed on drip pans. Equipment operated in any channel shall be

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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inspected and maintained daily to prevent release of hydraulic fluids or fuels into surface waters. Fueling and maintenance of equipment shall be performed outside of any channel.

5. *All disturbed soil surfaces within or adjacent to any channel shall be reseeded with an appropriate blend of locally occurring native plant species. The seed mix shall be developed by a qualified restoration ecologist and shall be tailored to the individual watershed in which the work takes place.*

(PMC chapter 15.88; Project Plans; Wood Biological Consulting, December 2015)

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

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The Pittsburg Plain Groundwater Basin (DWR Basin Number 2-4) is located along the southern shore of Suisun Bay. The Basin consists of mild sloping alluvial plains ranging from sea level to +100 feet elevation. The primary water-bearing units of the Basin are alluvium deposits ranging from Pleistocene to Recent in age. Characterization of the Basin hydrogeologic setting is limited to the area around the City. Aquifer units beneath the City consist of north-dipping sand and gravel material under confined to semi-confined conditions. To the south, a deeper zone, where most of the Basin groundwater production occurs, is close to the ground surface and appears to interbed with the sandy clay surface layer. Recharge to the deeper zone is interpreted to occur in the hills along the southern portion of the Basin where the primary aquifer units outcrop at the land surface. Groundwater flow appears to be generally to the north-northeast toward the Suisun Bay, which defines the northern border of the Basin.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The City is a local public agency that supplies water to customers within its service area. The City has prepared a Groundwater Management Plan (October 2012) to manage and protect groundwater resources within the City and the underlying groundwater basin.

Groundwater depths in the project area were reported as part of the Geotechnical Investigation for the Brickyard Project Site (Americana subdivision). Borings and excavation pits for the geotechnical study indicated that groundwater was encountered at depths of 15.5 to 19 feet below ground surface. Groundwater elevations may be highly variable due to a number of factors such as annual precipitation, local topography, site soil characteristics, etc.

For the proposed bypass channel, the project would not use groundwater during construction or post-construction. The operation of the Americana Park Bypass Channel would provide a new 780-foot earthen drainage channel to convey storm runoff overflows from the Americana Park detention basin to the tributary of the Willow Creek. The collection of overflows in the bypass channel would provide additional surface area on the project site for percolation of surface flows and groundwater recharge. This would be a beneficial impact of the project for groundwater resources in the project area.

(Geotechnical Investigation Report, Brickyard Subdivision, Pittsburg, California, March 1994; City of Pittsburg, Pittsburg Plain Groundwater Basin Groundwater Management Plan; Project Plans)

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

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d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

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Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The Americana subdivision was constructed between 2001 and 2003, at which time a portion of a storm drain channel, which previously emptied directly into the utility corridor, was placed into a buried culvert beneath the new development. The outfall in the southwestern corner of the area directed flows to the new detention basin via an excavated surface channel. Figure 4 presents current and historic drainage patterns for the project site.

Within the project area, the tributary to Willow Creek is a 70-ft. wide straightened, earthen, trapezoidal channel. Its slopes support non-native grassland species and only a few scattered woody trees and shrubs. The channel bottom, approximately 14 ft. below the surrounding grade, supports an assortment of native and non-native wetland herbs and grasses, and a preponderance of upland grasses. Elevations of the surface of the field range from 28-34 ft. above mean sea level (msl).

A detailed Hydraulic Study for the Americana Park Bypass Channel was prepared for the proposed project by Harrison Engineering Inc. (HEI). The Hydraulic Study is included in this Initial Study as Attachment 3.

Presently, high stormwater flows discharge from the Americana Park detention basin northward to North Parkside Drive, flooding the roadway on a regular basis. From North Parkside Drive, flood flows drain to the east on and along the north side of the roadway, collecting in the Willow Creek tributary north of the project site. Storm runoff continues flowing northward through culverts under the roadway and two railroad (BNSF) embankments to the north of North Parkside Drive.

In brief, the proposed Americana Park Bypass Channel would collect overflow storm runoff from the Americana Park detention basin and convey these runoff volumes to the tributary of Willow Creek on the eastern perimeter of the PG&E utility corridor project site. The proposed project would not generate new or increased runoff flows from the site. Anticipated detention overflows would discharge to the proposed bypass channel and same Willow Creek tributary, remaining on the project site rather than flowing off-site along North Parkside Drive. The proposed alteration of the drainage pattern of both off-site and on-site flows would not substantially increase the rate or amount of surface runoff that would result in flooding on- or off-site. Consequently, this would be a less than significant impact of the project and no project-specific mitigations are necessary.

(Project Plans; HEI, Hydraulic Study: Americana Park Bypass Channel, 2016); Pittsburg Municipal Code chapter 13.28)

CEQA Initial Study Checklist
Americana Park Bypass Channel
December 2016

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐

Please see discussion in section VIII.d, above.

f) Otherwise substantially degrade water quality?	☐	☐	☒	☐
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Please see discussion in sections IX.a and IX.d, above.

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
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The proposed bypass channel project does not include housing and therefore would not place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map.

(Project Plans)

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☒	☐
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The Americana Park Bypass Channel project is generally located outside of the 100-year flood hazard zone (Zone A) that occurs in the southeast corner of the project area and is contained within the tributary of Willow Creek along the eastern perimeter of the project area. The eastern end of the bypass channel, at its confluence with the tributary would be situated within the Zone A flood hazard area. However, the proposed drainage channel would not impede flood flows nor redirect flood flows carried within the Willow Creek tributary. As discussed above in section IX.d., detention basin overflows would be channeled into the tributary on-site rather than 225 feet to the north at North Parkside Drive, off of the project site. The proposed

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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project would not increase the rate or amount of surface runoff. Therefore, this would be a less than significant impact of the project.

(FEMA Flood Insurance Rate Map, Community Panel Numbers 06013C0118G and 06013C0119G, revised September 30, 2015)

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
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The project site is not located within a levee or dam flood inundation area.

(Geostat, Dams Near Pittsburg, California, <http://www.geostat.org/data/pittsburg-ca/dams>)

j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒
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Elevations on the project site range between 16 and 34 feet above mean sea level. The project site is located approximately one mile south of Suisun Bay and therefore has little potential for inundation by seiche, tsunami, or mudflows.

(Project topographic map; City of Pittsburg General Plan, page 10-9; ABAG Resilience Program, Flooding Hazards, Tsunami Inundation Area for Emergency Planning, <http://gis.abag.ca.gov/website/Hazards/>; Google Earth)

X. LAND USE AND PLANNING - Would the project:

a) Physically divide an established community?	☐	☐	☐	☒
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The project site consists of a PG&E electric utility corridor with high voltage transmission lines extending north - south across the site. The proposed project would entail the construction of a bypass drainage channel connecting a detention basin in Americana Park with a constructed earthen tributary of Willow Creek along the east side of corridor. There are no public roads that extend along the corridor right-of-way. The proposed drainage channel would not physically divide an established community.

(Site visit and Pittsburg General Plan)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

The project site is located in the West Central Planning Sub-area of Pittsburg. The General Plan Public Facilities Element includes section 11.5, which proposes multi-use purposes of utility corridors. The existing PG&E power line corridor bisects the City of Pittsburg from the Mirant (formerly PG&E) Power Plant along Suisun Bay in the north to the rolling hills in the southern portion of the Planning Area. This corridor is currently used only as an open space area over which power transmission lines and towers stand. Specifically, the General Plan indicates that the City could work with Mirant to transform this underutilized corridor into more useful public space, such as open space habitat or trails, parks and playing fields.

The proposed project would be consistent with the following Public Facilities goal and policies of the General Plan, as presented in the Public Facilities Element:

Goal 11-G-10: Encourage buffer landscaping and multi-use of utility sites and rights-of-way to harmonize with adjoining uses.

- Policy 11-P-30: Continue to rely on the five-year Capital Improvement Program to provide for needed utilities in relation to the City's financial resources.*
- Policy 11-P-31: Work with Mirant Power Plant to acquire and/or develop transmission line corridors for attractive, community-serving, compatible uses.*

The General Plan indicates that utility corridors and rights-of-way provide an opportunity for the establishment of additional public improvements that would benefit the community at-large and local neighborhoods in particular. The project proposes to use the utility corridor for the construction of a drainage channel that would alleviate storm runoff overflows presently flooding public transportation facilities, i.e. North Parkside Drive, and impeding travel during storm events. The use of the PG&E utility corridor for this purpose would be consistent with the

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Public Facilities Element's goal and policies for multi-purpose use of utility sites and rights-of-way.

In addition to the policies of the Public Facilities Element, the General Plan's Health & Safety Element presents policies related to flood control improvements for the community. These policies include:

- Policy 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 appropriate to the project's share of the cumulative effect.*
- Policy 10-P-26: Reduce the risk of localized and downstream flooding and runoff through the use of high infiltration measures, including the maximization of permeable landscape.*

The proposed bypass drainage channel rectifies a deficiency in the capacity of the Americana Park detention basin by discharging overflows to the proposed channel for conveyance to a tributary of Willow Creek on the east side of the utility corridor. The redirection of storm flows away from North Parkside Drive ensures that the storm drainage system functions as originally intended. Additionally, the proposed project reduces the risk of localized flooding and runoff through the containment of storm flows within an earthen channel that facilitates on-site infiltration and percolation, offering new opportunities for groundwater recharge and habitat restoration areas. In this manner, the project would fulfill the goals and conform to the policies of the General Plan.

(City of Pittsburg General Plan; City of Pittsburg General Plan EIR)

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☒	☐
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See discussion under Section IV.f.

(City of Pittsburg General Plan; City of Pittsburg General Plan EIR; East Contra Costa County HCP/NCCP and Pittsburg Municipal Code (PMC) chapter 15.108; Wood Biological Consulting, March 2009)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. MINERAL RESOURCES -- Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
<i>The project site is located in an area where there is little likelihood that mineral deposits are present.</i>				
<i>(City of Pittsburg Existing Conditions and Planning Issues, figure 12-3)</i>				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒
<i>See response X.a, above.</i>				
XII. NOISE -- Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
<i>The proposed bypass channel project's potential to expose persons to excessive noise levels during construction and operation is discussed below under Sections XII.c and XII.d. The project's consistency with General Plan land use compatibility noise guidelines (Figure 12-3) specified in the City's General Plan Noise Element is not a concern with the proposed project (since a drainage channel is not a use that is sensitive to noise) and will not be discussed further.</i>				
<i>The Noise Element's Policy 12-P-9 limits generation of loud noises on construction sites adjacent to noise-sensitive uses be limited to normal business hours (8:00 a.m. to 5:00 p.m.) but does not establish sound level limits. The City of Pittsburg noise ordinance does not</i>				

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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establish noise level limits related to fixed noise sources or construction noise (Title 9 Public Peace, Safety and Morals, Chapter 9.44 Noise, §9.44.010). The noise ordinance, however, prohibits the use of a pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, or other appliance between the hours of 10:00 p.m. and 7:00 a.m. Project construction is proposed to occur during normal business hours 8:00 a.m. to 5:00 p.m. on weekdays), and therefore, would be consistent with time limits specified by the Pittsburgh Noise Element and Noise Ordinance, a less-than-significant impact.

(City of Pittsburgh General Plan, Chapter 12 [Noise], Figure 12-3, page 12-10; Pittsburgh Municipal Code Chapter 9.44)

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

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Temporary construction-related groundborne noise and vibrations would occur during construction activities. Operation of impact or vibratory pile drivers in proximity to residences could cause vibration levels that result in cosmetic or structural damage. However, such effects would not occur with project construction since there would be no pile driving and construction activities would be more than 150 feet from the closest structures. Operation of other types of construction equipment such as bulldozers, trucks, or jackhammers would not generate vibration levels that are expected to result in cosmetic damage to the closest structures. Since construction activities would be limited to normal business hours (8:00 a.m. to 5:00 p.m. on weekdays) and would avoid the more vibration-sensitive nighttime hours, annoyance effects related construction-generation vibration would also be less than significant.

(Caltrans, Transportation- and Construction-Induced Vibration Guidance Manual, 2004, page 27; Staff Determination)

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

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Operation of the proposed bypass channel project would not generate noise and therefore, project implementation would have no significant impacts related to long-term or permanent increases in noise.

(Staff Determination)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐

Project construction would result in temporary short-term noise increases due to the operation of heavy equipment. Construction noise sources range from about 76 to 85 dBA at 50 feet for most types of construction equipment. If noise controls are installed on construction equipment, the noise levels could be reduced by 1 to 10 dBA, depending on the type of equipment. The potential for construction-related noise increases to adversely affect nearby residential receptors would depend on the location and proximity of construction activities to these receptors. The closest sensitive receptors to the area where proposed bypass channel construction would occur are residential uses located a minimum of 160 feet to the west and a minimum of 300 feet to the southeast.

At 50 feet, maximum construction noise levels could reach 85 dBA, but at 160 feet, maximum construction noise levels would reach approximately 75 dBA. Temporary disturbance (e.g., speech interference) can occur if the noise level in the interior of a building exceeds 60 dBA.¹⁴ To maintain such interior noise levels, exterior noise levels at the closest residences and school (with windows closed) should not exceed 80 dBA; this exterior noise level is used as a significance threshold or criterion, and maximum construction noise levels at the closest residences would not exceed this criterion. When the short 10-week timeframe of project construction is also taken into consideration with setbacks of 160 feet or more, these temporary construction-related noise increases are considered to be less than significant.

There is a church located approximately 250 feet east of the proposed construction area. However, noise impacts are not expected to occur since construction activities would be limited to normal business hours and would not conflict with Sunday and evening church activities.

(Staff determination)

¹⁴In indoor noise environments, the highest noise level that permits relaxed conversation with 100% intelligibility throughout the room is 45 dBA. Speech interference is considered to become intolerable when normal conversation is precluded at 3 feet, which occurs when background noise levels exceed 60 dBA (U.S. Environmental Protection Agency, 1974).

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
<i>Not applicable to this project. There are no public or private airports in Pittsburg. (Pittsburg General Plan, Figure 2-2; Staff observation.)</i>				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
<i>Not applicable to this project. There are no public or private airports in Pittsburg. (Pittsburg General Plan, Figure 2-2; Staff observation.)</i>				
XIII. POPULATION AND HOUSING -- Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
<i>The project would entail the construction of a bypass drainage channel in a PG&E utility corridor for flood control purposes. These infrastructure improvements would not include the development of new residential, commercial, or industrial nor involve the development of new or extended roadways that would induce substantial population growth. (Project Plans)</i>				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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There are no residences on the project site. Therefore, the project would not displace any housing.

(Site visit; Project Plans; Google Earth)

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

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See response XII.b, above.

XIV. PUBLIC SERVICES

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

Fire protection?

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The proposed drainage channel would not require new fire protection facilities nor would it negatively impact fire protection performance objectives, since it entails only drainage improvements within a PG&E utility corridor. Fire equipment access to nearby residential areas and the project site during construction would be maintained by the proposed construction traffic management plan. Existing fire hydrants would remain in their current locations in the immediate project area.

(Project Plans)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Police protection?	☐	☐	☐	☒
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The proposed drainage channel would not require new police facilities or staff as it would not bring new people to the area or expand any uses requiring police services. In addition, it would not interfere with the police department's ability to provide police protection services because access to the utility corridor would remain available from North Parkside Drive, Power Avenue, and Americana Park. Police vehicle access to nearby areas during construction would be maintained by a construction traffic management plan.

(Project Plans; Staff Determination)

Schools?	☐	☐	☐	☒
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The proposed drainage channel project includes no new residential dwelling units and would not generate additional students requiring education services. Consequently, the project would not impact school services or require the construction of new school facilities or the expansion of existing school capacities

(Project Plans; Site Visit; Google Earth, 2016.)

Parks?	☐	☐	☐	☒
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As discussed above, the proposed drainage channel project would not house or otherwise attract additional residents and would therefore not increase the demand for parks and recreation services or facilities. In addition, the detention basin in Americana Park adjacent to the drainage channel alignment would no longer overflow due to insufficient capacity, precluding future flooding hazards at and closure of the park. This would be a beneficial impact of the proposed project.

(Project Plans)

Other public facilities?	☐	☐	☐	☒
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The project would construct a drainage channel to prevent flooding hazards currently affecting downstream public drainage and recreation facilities. The diversion of storm runoff flows to an existing drainage channel on the east side of the utility corridor would not adversely affect the channel's capacity of downstream infrastructure as determined by a hydraulic analysis performed for the project. Section IX, Hydrology and Water

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Quality, provides additional information regarding the potential effects of the project on the hydraulic and hydrologic conditions of the project site.

(Project Plans)

XV. RECREATION --

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

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See Parks discussion in Item XIV, above. The project would not increase park or recreational facility use through the generation of additional population or expanded access.

(Project Plans)

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

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See Parks discussion in Item XIV, above. The project would not increase park or recreational facility use or require new facilities.

(Project Plans)

XVI. TRANSPORTATION/TRAFFIC -- Would the project:

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and

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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				

Access to the project site would be provided by State Route 4 (SR 4), located approximately one-third mile to the south. From the freeway, access to the site is provided by either Bailey Road and Willow Pass Road or Railroad Avenue. These streets connect with North Parkside Drive, which extends along the project's northern boundary and provides direct access to the project construction area.

North Parkside Drive is identified as a minor arterial in the Pittsburg General Plan and it extends in an east-west direction. At the site, North Parkside Drive is a two-lane roadway with designated Class II bike lanes in both directions. There is a curb, gutter, and sidewalk that extends along the south side of this street (between this street and the project site) and an asphalt curb (no sidewalk) along the north side of this street. There are no on-street parking lanes on either side of this street. According to the Pittsburg General Plan Transportation Element, minor arterials carry moderate to high levels of traffic (15,000 to 40,000 vehicles per day) and driveways are generally not permitted and traffic speeds are moderate to high (35 to 50 mph).

Project Trip Generation and Distribution. *The proposed bypass channel project is expected to generate a total of 16 truck trips and 200 worker round-trips during the 10-week construction period. It is expected that truck volumes could vary substantially depending on the construction phase, ranging from 2 trips per day during early and final stages of construction to a peak volume of 8 trucks per day.*

The project would result in temporary traffic increases on North Parkside Drive with smaller increases on Willow Pass Road, Bailey Road, and Railroad Avenue. Given the small increase in traffic and short duration of the project, temporary increases in truck and worker traffic are expected to have a less-than-significant impact on existing traffic conditions along these streets.

No long-term operational traffic increases would occur with the proposed bypass channel project. Since no changes to North Parkside Drive are proposed as part of the project and the

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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project would not generate traffic after completion, there would be no long-term traffic impacts associated with this project.

Parking. Project implementation would be expected to generate approximately 4 to 8 worker vehicles per day. There is sufficient area on-site to provide construction staging and worker parking, so the project would not generate any on-street parking on the north side of North Parkside Drive.

(City of Pittsburg General Plan Transportation Element)

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

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See discussion in XVI.a). Operation of the proposed bypass channel would not result in any traffic increases. No project specific mitigation measures are deemed necessary.

(Staff determination)

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

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The proposed project would not result in any change to air traffic patterns.

(General Plan; Staff determination)

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

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Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Project site access would be limited to one driveway on North Parkside Drive, which would limit potential conflicts between project-related vehicles turning into and out of this driveway and through traffic traveling on this street. However, traffic safety hazards would be posed by turning vehicles at this driveway and the moderately high travel speeds on this minor arterial street. The City requires the preparation of a Traffic Control Plan to address this and other traffic safety concerns, and the requirements of this plan, which includes the provision of a flagperson at this driveway intersection, eliminate or minimize this potential hazard.

(Project Plans; Staff Determination)

e) Result in inadequate emergency access?	☐	☐	☒	☐
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The project would not result in any road or lane closures during construction, and the required Traffic Control Plan would ensure continuous access on North Parkside Drive for emergency vehicles. Therefore, the project's impact on emergency access is considered to be less than significant.

(Project Plans; Staff Determination)

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☒	☐
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There are no transit facilities on North Parkside Drive. Therefore, project construction would have no impact since it is not expected to adversely affect access to transit services during the 10-week construction duration.

There are existing Class II bike lanes on North Parkside Drive (from Willow Pass Road to Railroad Avenue), including the section that extends along the site frontage. Safety hazards would be posed to bicyclists traveling on this road by construction-related vehicles turning into and out of this driveway. The City requires the preparation of a Traffic Control Plan to address this and other safety concerns, and the requirements of this plan, which includes the provision of a flagperson at this driveway intersection, eliminate or minimize this potential hazard.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Pedestrians would not be significantly affected by project construction. There is an existing sidewalk that extends along the south side of North Parkside Drive and it would remain open during project construction. Project-related construction traffic would cross the sidewalk when accessing the project site, posing safety concerns to pedestrians. However, the City's required Traffic Control Plan addresses this and other safety concerns, and the requirements of this plan, which includes the provision of a flagperson at this driveway intersection, eliminate or minimize this potential hazard.

There is also a paved pedestrian pathway around the detention basin. The east side of the pathway would be closed during construction to be reconstructed at the proposed grade. The closure of the detention basin pathway would not have a significant impact to pedestrians as it is only a loop around the detention basin and does not connect to North Parkside Drive.

(Staff Determination)

XVII. UTILITIES AND SERVICE SYSTEMS -- Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

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The proposed project entails the construction and operation of a drainage channel to alleviate potential flood hazards resulting from the overflow of storm runoff from a detention basin in Americana Park adjoining the project site. The project would not generate wastewater and would no requirement for wastewater treatment.

(Project Plans)

b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

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See response XVII.a, above. The proposed project would not require wastewater treatment services.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒

The proposed project would construct a new bypass channel for the redirection of storm runoff overflows from a detention basin in Americana Park to a tributary of Willow Creek. The project would alleviate flood hazards that currently result from an insufficient capacity of the detention basin and affect North Parkside Drive.

The hydraulic study conducted for this project evaluated four alternative east-west alignments as follows:

- 1. Adjacent and parallel to Polaris Drive/Power Avenue*
- 2. 200 feet north of Polaris Drive/Power Avenue*
- 3. 570 feet north of Polaris Drive/Power Avenue*
- 4. 190 feet south of N. Parkside Drive (Preferred Alignment)*

Alternatives 1 through 3 were discovered to impact seasonal wetlands, which resulted in a high mitigation cost. Alternative 4 resulted in a minimal impact to wetlands. The selected project design attempts to minimize potentially significant environmental effects through avoidance of sensitive resources. Please see sections III through VI and IX (Air Quality, Biological Resources, Cultural Resources, Geology and Soils, and Hydrology and Water Quality, respectively) for discussion of potentially significant impacts to these resources.

(Pittsburg General Plan; HEI, 2016, Hydraulic Study for Americana Park Bypass Channel)

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☒	☐
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The proposed project does not include permanent irrigated landscaping and would not involve an increased demand for domestic water. Temporary irrigation during reseeding for the establishment of new soil-stabilizing vegetation will occur prior to the onset of winter rains.

Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Consequently, there would be no need for permanent new or expanded water entitlements for the operation of the bypass channel.

(Project Plans)

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

☐	☐	☐	☒
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The proposed project would not result in any new wastewater treatment demand since the project involves improvements to the project area's storm drainage infrastructure. Storm runoff would enter an open channel that is a tributary to Willow Creek and drains to Suisun Bay.

(Staff Determination)

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

☐	☐	☐	☒
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The proposed project would construct a bypass channel for the redirection of storm runoff overflows from a detention basin in Americana Park to a tributary of Willow Creek. The excavated soils from project construction would be placed on an open area within the utility corridor immediately south of the proposed drainage channel. Fill materials would be a maximum of 6 inches in depth over a 210,000 s.f. area. Ongoing operation of the drainage channel would not generate additional solid waste requiring disposal at local landfill sites.

(Site Plans; Project Design)

g) Comply with federal, state, and local statutes and regulations related to solid waste?

☐	☐	☐	☒
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Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------------	--	------------------------------------	--------------

The drainage channel project would involve the one-time disposal of excavated spoils for construction. The operation of the drainage channel would not create an on-going increase in solid waste generation. Please see discussion in section XVII.f, above.

(Site Plans; Project Design)

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE --

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
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The proposed project involves the construction of a bypass drainage channel and drainage improvements within a PG&E utility corridor. As detailed in Section IV, Biology, the project could have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species. As detailed in Section V, Cultural Resources, archeological and historic resources are not known to exist on or near the project site. All potential environmental impacts that could occur as a result of the proposed project would be reduced to a less than significant level through the implementation of the mitigation measures recommended in this Initial Study.

(Project Plans; Wood Biological Consulting)

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable	☐	☐	☒	☐
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Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

The project involves the construction of a bypass drainage channel to rectify current flood hazards that occur from the overflow of a detention basin in Americana Park. The EIR for the General Plan (June, 2001) evaluated the potential cumulative impacts associated with implementation of the General Plan, including required drainage improvements within the City's planning sub-areas. Mitigation measures presented in the EIR would eliminate or minimize potentially significant cumulative impacts to a less than significant level. Consequently, the proposed project would not result in any cumulatively considerable impacts. This project would create a beneficial impact for the City by alleviating flood hazards that currently affect other city infrastructure, improving flood control facilities in the project area, and implementing certain policies of the Pittsburg General Plan.

(City of Pittsburg General Plan)

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

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With the implementation of mitigation measures included in this study, the proposed project does not include any components that have adverse environmental affects that would result in adverse effect to human beings.

References Cited/Source List

The following information is available on-line, in the Development Services Department (DSD) files on the project, or at the Pittsburg Public Library (PPL). This supporting documentation is available for review on-line, at the Development Services Department located at 65 Civic Avenue in Pittsburg, or from the Pittsburg Public Library at 80 Power Avenue in Pittsburg:

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CEQA Initial Study Checklist
Americana Park Bypass Channel
December 2016

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ATTACHMENTS

CEQA Initial Study Checklist
Americana Park Bypass Channel
December 2016

ATTACHMENT 1

CALEEMOD MODEL OUTPUTS

Americana Park Bypass Channel
San Francisco Bay Area Air Basin, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Industrial	7.60	User Defined Unit	7.60	0.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	64
Climate Zone	4			Operational Year	2014
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Bypass Channel

Construction Phase - 10 weeks construction

Off-road Equipment - 1 excavator, 1 sheepshead compactor (modeled as tractor), 1 loader, 1 generator, 4 dump trucks

Trips and VMT - 25 workers (50 trips)

Construction Off-road Equipment Mitigation -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	20.00	50.00
tblGrading	AcresOfGrading	25.00	10.00
tblLandUse	LotAcreage	0.00	7.60
tblOffRoadEquipment	OffRoadEquipmentType		Off-Highway Tractors
tblOffRoadEquipment	OffRoadEquipmentType		Rubber Tired Loaders
tblOffRoadEquipment	OffRoadEquipmentType		Generator Sets
tblOffRoadEquipment	OffRoadEquipmentType		Off-Highway Trucks
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	4.00
tblOffRoadEquipment	PhaseName		Grading
tblOffRoadEquipment	PhaseName		Grading
tblOffRoadEquipment	PhaseName		Grading
tblOffRoadEquipment	PhaseName		Grading
tblOffRoadEquipment	UsageHours	8.00	6.40
tblTripsAndVMT	WorkerTripNumber	15.00	50.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2017	0.1016	1.1031	0.6283	1.5600e-003	0.1672	0.0435	0.2107	0.0863	0.0402	0.1265	0.0000	141.4625	141.4625	0.0399	0.0000	142.2999
Total	0.1016	1.1031	0.6283	1.5600e-003	0.1672	0.0435	0.2107	0.0863	0.0402	0.1265	0.0000	141.4625	141.4625	0.0399	0.0000	142.2999

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2017	0.1016	0.0865	0.6283	1.5600e-003	0.0721	0.0435	0.1156	0.0355	0.0402	0.0757	0.0000	141.4624	141.4624	0.0399	0.0000	142.2997
Total	0.1016	0.0865	0.6283	1.5600e-003	0.0721	0.0435	0.1156	0.0355	0.0402	0.0757	0.0000	141.4624	141.4624	0.0399	0.0000	142.2997

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	92.16	0.00	0.00	56.86	0.00	45.13	58.87	0.00	40.18	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	1.0000e-005	0.0000	7.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4000e-004	1.4000e-004	0.0000	0.0000	1.4000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	1.0000e-005	0.0000	7.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	1.4000e-004	1.4000e-004	0.0000	0.0000	1.4000e-004

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	1.0000e-005	0.0000	7.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4000e-004	1.4000e-004	0.0000	0.0000	1.4000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	1.0000e-005	0.0000	7.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	1.4000e-004	1.4000e-004	0.0000	0.0000	1.4000e-004

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Grading	Grading	2/11/2017	4/21/2017	5	50	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 10

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Grading	Off-Highway Tractors	1	6.40	122	0.44
Grading	Rubber Tired Loaders	1	6.40	199	0.36
Grading	Generator Sets	1	2.40	84	0.74
Grading	Excavators	1	6.40	162	0.38
Grading	Off-Highway Trucks	4	6.40	400	0.38
Grading	Rubber Tired Dozers	0	8.00	255	0.40
Grading	Tractors/Loaders/Backhoes	0	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Grading	6	50.00	0.00	0.00	12.40	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

Clean Paved Roads

3.2 Grading - 2017**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1559	0.0000	0.1559	0.0833	0.0000	0.0833	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0974	1.0970	0.5691	1.4200e-003		0.0434	0.0434		0.0401	0.0401	0.0000	131.5645	131.5645	0.0394	0.0000	132.3909
Total	0.0974	1.0970	0.5691	1.4200e-003	0.1559	0.0434	0.1992	0.0833	0.0401	0.1234	0.0000	131.5645	131.5645	0.0394	0.0000	132.3909

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.2100e-003	6.1500e-003	0.0592	1.3000e-004	0.0113	9.0000e-005	0.0114	3.0200e-003	8.0000e-005	3.1000e-003	0.0000	9.8981	9.8981	5.2000e-004	0.0000	9.9089
Total	4.2100e-003	6.1500e-003	0.0592	1.3000e-004	0.0113	9.0000e-005	0.0114	3.0200e-003	8.0000e-005	3.1000e-003	0.0000	9.8981	9.8981	5.2000e-004	0.0000	9.9089

3.2 Grading - 2017

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0608	0.0000	0.0608	0.0325	0.0000	0.0325	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0974	0.0803	0.5691	1.4200e-003		0.0434	0.0434		0.0401	0.0401	0.0000	131.5643	131.5643	0.0394	0.0000	132.3908
Total	0.0974	0.0803	0.5691	1.4200e-003	0.0608	0.0434	0.1042	0.0325	0.0401	0.0726	0.0000	131.5643	131.5643	0.0394	0.0000	132.3908

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.2100e-003	6.1500e-003	0.0592	1.3000e-004	0.0113	9.0000e-005	0.0114	3.0200e-003	8.0000e-005	3.1000e-003	0.0000	9.8981	9.8981	5.2000e-004	0.0000	9.9089
Total	4.2100e-003	6.1500e-003	0.0592	1.3000e-004	0.0113	9.0000e-005	0.0114	3.0200e-003	8.0000e-005	3.1000e-003	0.0000	9.8981	9.8981	5.2000e-004	0.0000	9.9089

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
User Defined Industrial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
User Defined Industrial	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.546249	0.062948	0.174600	0.125189	0.034587	0.004960	0.015036	0.022157	0.002053	0.003311	0.006538	0.000702	0.001670

5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

[illegible]

5.2 Energy by Land Use - NaturalGas

Unmitigated

[illegible]

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.0000e-005	0.0000	7.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4000e-004	1.4000e-004	0.0000	0.0000	1.4000e-004
Unmitigated	1.0000e-005	0.0000	7.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4000e-004	1.4000e-004	0.0000	0.0000	1.4000e-004

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.0000e-005	0.0000	7.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4000e-004	1.4000e-004	0.0000	0.0000	1.4000e-004
Total	1.0000e-005	0.0000	7.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4000e-004	1.4000e-004	0.0000	0.0000	1.4000e-004

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.0000e-005	0.0000	7.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4000e-004	1.4000e-004	0.0000	0.0000	1.4000e-004
Total	1.0000e-005	0.0000	7.0000e-005	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.4000e-004	1.4000e-004	0.0000	0.0000	1.4000e-004

7.0 Water Detail

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
User Defined Industrial	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
User Defined Industrial	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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Americana Park Bypass Channel
San Francisco Bay Area Air Basin, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
User Defined Industrial	7.60	User Defined Unit	7.60	0.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	64
Climate Zone	4			Operational Year	2014
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Bypass Channel

Construction Phase - 10 weeks construction

Off-road Equipment - 1 excavator, 1 sheepshead compactor (modeled as tractor), 1 loader, 1 generator, 4 dump trucks

Trips and VMT - 25 workers (50 trips)

Construction Off-road Equipment Mitigation -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	20.00	50.00
tblGrading	AcresOfGrading	25.00	10.00
tblLandUse	LotAcreage	0.00	7.60
tblOffRoadEquipment	OffRoadEquipmentType		Off-Highway Tractors
tblOffRoadEquipment	OffRoadEquipmentType		Rubber Tired Loaders
tblOffRoadEquipment	OffRoadEquipmentType		Generator Sets
tblOffRoadEquipment	OffRoadEquipmentType		Off-Highway Trucks
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	1.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	3.00	0.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	1.00
tblOffRoadEquipment	OffRoadEquipmentUnitAmount	0.00	4.00
tblOffRoadEquipment	PhaseName		Grading
tblOffRoadEquipment	PhaseName		Grading
tblOffRoadEquipment	PhaseName		Grading
tblOffRoadEquipment	PhaseName		Grading
tblOffRoadEquipment	UsageHours	8.00	6.40
tblTripsAndVMT	WorkerTripNumber	15.00	50.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2017	4.0786	44.0955	25.2997	0.0627	6.7057	1.7390	8.4447	3.4582	1.6071	5.0653	0.0000	6,269.852 7	6,269.852 7	1.7581	0.0000	6,306.772 9
Total	4.0786	44.0955	25.2997	0.0627	6.7057	1.7390	8.4447	3.4582	1.6071	5.0653	0.0000	6,269.852 7	6,269.852 7	1.7581	0.0000	6,306.772 9

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2017	4.0786	3.4309	25.2997	0.0627	2.9029	1.7390	4.6418	1.4250	1.6071	3.0321	0.0000	6,269.852 7	6,269.852 7	1.7581	0.0000	6,306.772 9
Total	4.0786	3.4309	25.2997	0.0627	2.9029	1.7390	4.6418	1.4250	1.6071	3.0321	0.0000	6,269.852 7	6,269.852 7	1.7581	0.0000	6,306.772 9

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	92.22	0.00	0.00	56.71	0.00	45.03	58.79	0.00	40.14	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	8.0000e-005	1.0000e-005	8.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		1.6600e-003	1.6600e-003	0.0000		1.7700e-003
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	8.0000e-005	1.0000e-005	8.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		1.6600e-003	1.6600e-003	0.0000	0.0000	1.7700e-003

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	8.0000e-005	1.0000e-005	8.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		1.6600e-003	1.6600e-003	0.0000		1.7700e-003
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	8.0000e-005	1.0000e-005	8.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		1.6600e-003	1.6600e-003	0.0000	0.0000	1.7700e-003

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Grading	Grading	2/11/2017	4/21/2017	5	50	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 10

Acres of Paving: 0

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Grading	Off-Highway Tractors	1	6.40	122	0.44
Grading	Rubber Tired Loaders	1	6.40	199	0.36
Grading	Generator Sets	1	2.40	84	0.74
Grading	Excavators	1	6.40	162	0.38
Grading	Off-Highway Trucks	4	6.40	400	0.38
Grading	Rubber Tired Dozers	0	8.00	255	0.40
Grading	Tractors/Loaders/Backhoes	0	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Grading	6	50.00	0.00	0.00	12.40	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

Clean Paved Roads

3.2 Grading - 2017

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.2342	0.0000	6.2342	3.3331	0.0000	3.3331			0.0000			0.0000
Off-Road	3.8974	43.8780	22.7629	0.0569		1.7354	1.7354		1.6038	1.6038		5,801.000 2	5,801.000 2	1.7353		5,837.440 9
Total	3.8974	43.8780	22.7629	0.0569	6.2342	1.7354	7.9696	3.3331	1.6038	4.9369		5,801.000 2	5,801.000 2	1.7353		5,837.440 9

3.2 Grading - 2017**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1812	0.2174	2.5369	5.8000e-003	0.4715	3.6100e-003	0.4751	0.1251	3.3300e-003	0.1284		468.8526	468.8526	0.0228		469.3320
Total	0.1812	0.2174	2.5369	5.8000e-003	0.4715	3.6100e-003	0.4751	0.1251	3.3300e-003	0.1284		468.8526	468.8526	0.0228		469.3320

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.4313	0.0000	2.4313	1.2999	0.0000	1.2999			0.0000			0.0000
Off-Road	3.8974	3.2135	22.7629	0.0569		1.7354	1.7354		1.6038	1.6038	0.0000	5,801.0002	5,801.0002	1.7353		5,837.4409
Total	3.8974	3.2135	22.7629	0.0569	2.4313	1.7354	4.1667	1.2999	1.6038	2.9037	0.0000	5,801.0002	5,801.0002	1.7353		5,837.4409

3.2 Grading - 2017

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.1812	0.2174	2.5369	5.8000e-003	0.4715	3.6100e-003	0.4751	0.1251	3.3300e-003	0.1284		468.8526	468.8526	0.0228		469.3320
Total	0.1812	0.2174	2.5369	5.8000e-003	0.4715	3.6100e-003	0.4751	0.1251	3.3300e-003	0.1284		468.8526	468.8526	0.0228		469.3320

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
User Defined Industrial	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
User Defined Industrial	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
0.546249	0.062948	0.174600	0.125189	0.034587	0.004960	0.015036	0.022157	0.002053	0.003311	0.006538	0.000702	0.001670

5.0 Energy Detail

4.4 Fleet Mix

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	8.0000e-005	1.0000e-005	8.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		1.6600e-003	1.6600e-003	0.0000		1.7700e-003
Unmitigated	8.0000e-005	1.0000e-005	8.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		1.6600e-003	1.6600e-003	0.0000		1.7700e-003

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	8.0000e-005	1.0000e-005	8.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		1.6600e-003	1.6600e-003	0.0000		1.7700e-003
Total	8.0000e-005	1.0000e-005	8.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		1.6600e-003	1.6600e-003	0.0000		1.7700e-003

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	8.0000e-005	1.0000e-005	8.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		1.6600e-003	1.6600e-003	0.0000		1.7700e-003
Total	8.0000e-005	1.0000e-005	8.1000e-004	0.0000		0.0000	0.0000		0.0000	0.0000		1.6600e-003	1.6600e-003	0.0000		1.7700e-003

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Vegetation

10.0 Vegetation

CEQA Initial Study Checklist
Americana Park Bypass Channel
December 2016

ATTACHMENT 2

BIOLOGICAL RESOURCE ASSESSMENT
FOR THE
AMERICANA PARK BYPASS CHANNEL PROJECT
CITY OF PITTSBURG, CONTRA COSTA COUNTY

WOOD BIOLOGICAL CONSULTING, INC.

JULY 14, 2014
REVISED DECEMBER 11, 2015

**BIOLOGICAL RESOURCE ASSESSMENT
FOR THE
AMERICANA PARK BYPASS CHANNEL PROJECT
CITY OF PITTSBURG, CONTRA COSTA COUNTY**



July 14, 2014
Revised December 11, 2015

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TABLE OF CONTENTS

SECTION	PAGE
SUMMARY	iii
LIST OF ABBREVIATED TERMS AND ACRONYMS.....	v
LIST OF SCIENTIFIC NAMES.....	vi
LIST OF SCIENTIFIC NAMES.....	vii
1.0 INTRODUCTION.....	1
1.1 PROJECT BACKGROUND AND DESCRIPTION	1
2.0 METHODS AND LIMITATIONS	6
3.0 SETTING.....	7
3.1 PLANT COMMUNITIES.....	8
3.2 WILDLIFE HABITATS.....	14
3.3 WILDLIFE MOVEMENT CORRIDORS.....	16
3.4 JURISDICTIONAL FEATURES.....	17
4.0 SPECIAL-STATUS BIOLOGICAL RESOURCES.....	25
4.1 SPECIAL-STATUS NATURAL COMMUNITIES.....	25
4.2 SPECIAL-STATUS PLANT SPECIES.....	27
4.3 SPECIAL-STATUS ANIMAL SPECIES.....	31
5.0 DISCUSSION	47
5.1 SPECIAL-STATUS NATURAL COMMUNITIES.....	48
5.2 SPECIAL-STATUS PLANT SPECIES.....	50
5.3 SPECIAL-STATUS ANIMAL SPECIES.....	50
6.0 LITERATURE CITED.....	56
APPENDIX A. SITE PHOTOGRAPHS	
APPENDIX B. DATABASE PRINT-OUTS FOR SPECIAL-STATUS SPECIES	
APPENDIX C. EXPLANATION OF RARITY STATUS CODES	
APPENDIX D. WETLAND DELINEATION AND PRELIMINARY JURISDICTIONAL DETERMINATION	
APPENDIX E. WETLAND DELINEATION FIELD DATA FORMS	

LIST OF FIGURES

FIGURE	PAGE
Figure 1. Project Location	2
Figure 2. Aerial View of the Study Area.....	3
Figure 3. Proposed Bypass Channel Alignment.....	5
Figure 4. Habitats Occurring within the Study Area.....	9
Figure 5. Current and Historic Drainage Patterns	20
Figure 6. Soil Types in the Project Vicinity	24
Figure 7. Special-Status Plant Records in the Project Vicinity.....	32
Figure 8. Special-Status Animal Records in the Project Vicinity.....	37
Figure 9. CRF and CTS Occurrences	39

LIST OF TABLES

TABLE	PAGE
Table 1. Jurisdictional Features in the Study Area	27
Table 2. Potentially Occurring Special-Status Plants from the Project Vicinity	30
Table 3. Potentially Occurring Special-Status Animals from the Project Vicinity	34

SUMMARY

This report presents the results of an assessment of existing or potentially occurring biological constraints to the proposed construction of a new flood control channel that would divert peak flows away from the existing Americana Park stormwater detention basin and into an intermittent tributary to Willow Creek.

It has been prepared in support of the environmental review by City of Pittsburg as well as permit review by the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB). The report provides background and site-specific information pertaining to special-status plant and wildlife species and other regulated biological resources (e.g., wetlands), which may represent constraints to the proposed activity. The conclusions contained herein are based on background research, a single reconnaissance-level site survey, wetland delineation, and review of the design features.

The subject property consists of a utility corridor owned by Pacific Gas & Electric (PG&E) and is located on the north side of Power Avenue and south of North Parkside Drive, north of State Route 4 (SR4). The proposed project has been deemed necessary due to excess peak storm flows into the Americana Park stormwater detention basin, overflows from which cause street flooding during peak storm events. The proposed project will divert high stream flows from the culvert outfall eastward across the PG&E property, emptying into a tributary to Willow Creek. Willow Creek is a tributary to Suisun Bay.

Two special-status plant associations occur within the study area; Arroyo Willow Thickets and Creeping Rye Grass Turfs. In addition, areas of Salt Grass Flats, Baltic Rush Marsh, and Ruderal Seasonal Wetlands qualifying as wetlands under the federal definition would also be regarded as having special status. Both the eastern and western stormwater channels are expected to qualify as waters of the U.S. and waters of the State; impacts below the tops of bank are regulated and fall under the jurisdiction of the USACE, RWQCB, and the CDFW. Project implementation would be regulated under the Clean Water Act and the California Lake and Streambed Alteration Program; **permits are required from the USACE, CDFW and RWQCB. Participation in the East Contra Costa County Habitat Conservation and Natural Community Conservation Plan is also required.**

The potential for occurrence of a total of 67 special-status plant species was evaluated. Based on the altered nature of the subject parcel and surroundings, soil types, existing habitats, and geographic location, the potential for occurrence of a majority of these target species can be ruled out entirely. And although the study area was deemed to provide marginally suitable habitat for four of the target species, they are not

considered to have any potential for occurrence on site due to the site's long history of disturbance from farming practices and development. No further surveys, mitigation measures, or impact avoidance/minimization measures are required.

The potential for occurrence of a total of 49 special-status animal species was evaluated. The potential for occurrence of 32 of the target species can be ruled out entirely based on the developed nature of the subject parcel and surroundings, soil types, existing habitats, and geographic location. The potential exists for the occurrence on site of eight of the target species, including two federally listed species (Alameda whipsnake, California red-legged frog), one fully protected species (white-tailed kite), four species of special concern (Pacific pond turtle, northern harrier and western red bat), and one special animal (hoary bat), as well as numerous migratory birds species.

Due to the presence of suitable habitat on site and the known occurrence of occupied habitat nearby, the potential exists for **California red-legged frog, California tiger salamander and Pacific pond turtle** to disperse along the tributary to Willow Creek. Although their occurrence on site is considered unlikely, construction activities in and adjacent to the channels could result in a take. With the implementation of avoidance measures, no impacts on these species are expected.

Nesting by **special-status and other migratory birds** in trees, shrubs and grasslands is highly likely. If present at the time of construction, direct and indirect impacts could result. With the implementation of avoidance measures, no impacts on these species are expected.

Suitable roosting habitat for **special-status bat species** is present in the riparian and ornamental trees on site. The proposed project would require the removal and/or pruning of mature trees. If present, the bat roosts could be inadvertently destroyed. In addition, construction activities in the vicinity of a maternity roost could result in roost abandonment and mortality of young.

With the implementation of the avoidance measures outlined in this report, project implementation would not result in any potentially significant adverse biological effects to the environment. In addition, participation in the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) is expected to satisfy requirements of the regulatory agencies for compensatory mitigation.

LIST OF ABBREVIATED TERMS AND ACRONYMS

Abbreviations and Acronyms used in the text

acronym	explanation	acronym	explanation
°C	degrees Celsius	HCP	habitat conservation plan
°F	degrees Fahrenheit	in	inches
ac	acre	km	kilometers
BGEPA	Bald/Golden Eagle Protection Act	LSAP	Lake and Streambed Alteration Program
BMP	Best Management Practice	m/m ²	meters/square meters
BSA	biological site assessment	MBTA	Migratory Bird Treaty Act
CA	California	MBTRA	Migratory Bird Treaty Reform Act
Cal-IPC	CA Invasive Plant Council	mi	mile
CDFG	CA Dept. of Fish and Game	MSL	mean sea level
CDFW	CA Dept. of Fish and Wildlife	NOAA	National Oceanic and Atmospheric Administration
CEQA	CA Environmental Quality Act	Occ. #	CNDDDB species occurrence no.
CESA	CA Endangered Species Act	OHWM	ordinary high water mark
CFGC	CA Fish and Game Code	PG&E	Pacific Gas & Electric Co.
cm	centimeters	RCP	reinforced concrete pipe
CNDDDB	CA Natural Diversity Database	RSP	rock slope protection
CNPPA	CA Native Plant Protection Act	RWQCB	Reg. Water Quality Control Board
CNPS	CA Native Plant Society	SR4	State Route 4
CRF	CA red-legged frog	USACE	U.S. Army Corps of Engineers
CTS	CA tiger salamander	USC	United States Code
CWA	Clean Water Act	USDA	U.S. Dept. of Agriculture
FESA	Federal Endangered Species Act	USEPA	U.S. Environmental Protection Agency
FR	Federal Register	USFWS	U.S. Fish and Wildlife Service
ft/ft ²	feet/square feet	USGS	U.S. Geological Survey
ha	hectare		

LIST OF SCIENTIFIC NAMES

Scientific names of the plants referred to in the text

Common Name	Scientific Name	Common Name	Scientific Name
alkali mallow	<i>Malvella leprosa</i>	foxtail barley*	<i>Hordeum murinum</i> ssp. <i>leporinum</i>
annual willowherb	<i>Epilobium brachycarpum</i>	Fremont cottonwood	<i>Populus fremontii</i>
arroyo willow	<i>Salix lasiolepis</i>	Italian thistle**	<i>Carduus pycnocephalus</i>
Baltic rush	<i>Juncus balticus</i>	jungle rice*	<i>Echinochloa colona</i>
black mustard**	<i>Brassica nigra</i>	Mediterranean barley*	<i>Hordeum marinum</i> ssp. <i>gussonianum</i>
black walnut	<i>Juglans californica</i>	Oregon ash	<i>Fraxinus latifolia</i>
blue elderberry	<i>Sambucus nigra</i> spp. <i>caerulea</i>	perennial rye grass**	<i>Festuca perennis</i> (<i>Lolium perenne</i>)
broadleaf cattail	<i>Typha latifolia</i>	perennial pepperweed**	<i>Lepidium latifolium</i>
bugloss fiddleneck	<i>Amsinckia lycopoides</i>	red stemmed filaree*	<i>Erodium cicutarium</i>
CA aster	<i>Symphyotrichum chilense</i>	ripgut brome**	<i>Bromus diandrus</i>
cotoneaster**	<i>Cotoneaster</i> sp.	salt grass	<i>Distichlis spicata</i>
coyote brush	<i>Baccharis pilularis</i>	Santa Barbara sedge	<i>Carex barbarae</i>
creeping wildrye	<i>Elymus triticoides</i>	softchess**	<i>Bromus hordeaceus</i>
curly dock**	<i>Rumex crispus</i>	Tasmanian blue gum**	<i>Eucalyptus globulus</i>
cutleaf geranium**	<i>Geranium dissectum</i>	tule	<i>Schoenoplectus acutus</i>
English plantain*	<i>Plantago lanceolata</i>	umbrella sedge	<i>Cyperus eragrostis</i>
false brome**	<i>Brachypodium distachyon</i>	willowherb	<i>Epilobium ciliatum</i>
field mustard**	<i>Hirschfeldia incana</i>	yellow nutgrass	<i>Cyperus esculentus</i>

* indicates non-native species;

** indicates invasive species per California Invasive Plant Council

LIST OF SCIENTIFIC NAMES

Scientific names of the animals referred to in the text

Common Name	Scientific Name	Common Name	Scientific Name
alligator lizard, southern	<i>Elgaria multicarinata</i>	mule deer	<i>Odocoileus hemionus</i>
arboreal salamander	<i>Aneides lugubris</i>	myotis	<i>Myotis</i> sp.
barn swallow	<i>Hirundo rustica</i>	northern Pacific rattlesnake	<i>Crotalus oreganus</i>
black phoebe	<i>Sayornis nigricans</i>	Pacific pond turtle	<i>Emys marmorata</i>
black-crowned night heron	<i>Nycticorax nycticorax</i>	Pacific slender salamander	<i>Batrachoseps attenuatus</i>
black-tailed jackrabbit	<i>Lepus californicus</i>	Pacific treefrog	<i>Pseudacris regilla</i>
Botta's pocket gopher	<i>Thomomys bottae</i>	pallid bat	<i>Antrozous pallidus</i>
burrowing owl	<i>Athene cunicularia</i>	raccoon	<i>Procyon lotor</i>
CA ground squirrel	<i>Spermophilus beecheyi</i>	red-shouldered hawk	<i>Buteo lineatus</i>
CA. quail	<i>Callipepla californica</i>	red-tailed hawk	<i>Buteo jamaicensis</i>
CA vole	<i>Microtus californicus</i>	ring-necked snake	<i>Diadophis punctatus</i>
cat, feral or house	<i>Felis catus</i>	snowy egret	<i>Egretta thula</i>
common kingsnake	<i>Lampropeltis getula</i>	song sparrow	<i>Melospiza melodia</i>
coyote	<i>Canis latrans</i>	spotted towhee	<i>Pipilo maculatus</i>
deer mouse	<i>Peromyscus maniculatus</i>	striped skunk	<i>Mephitis mephitis</i>
garter snake	<i>Thamnophis</i> spp.	Virginia opossum	<i>Didelphis virginiana</i>
gopher snake	<i>Pituophis catenifer</i>	western bluebird	<i>Sialia mexicana</i>
great blue heron	<i>Ardea herodias</i>	western fence lizard	<i>Sceloporus occidentalis</i>
great egret	<i>Ardea alba</i>	western meadowlark	<i>Sturnella neglecta</i>
green-backed heron	<i>Butorides virescens</i>	western scrub-jay	<i>Aphelocoma californica</i>
house finch	<i>Carpodacus mexicanus</i>	white-crowned sparrow	<i>Zonotrichia leucophrys</i>
mourning dove	<i>Zenaida macroura</i>	yellow-rumped warbler	<i>Dendroica coronata</i>

1.0 INTRODUCTION

This report presents the results of an assessment of existing or potentially occurring biological constraints to the proposed construction of a new flood control channel that would divert peak flows away from the existing Americana Park stormwater detention basin and into an intermittent tributary to Willow Creek. As the lead agency, the City of Pittsburg must evaluate the project for potentially significant adverse effects on biological resources to assist it in completing its analysis of impact pursuant to the California Environmental Quality Act (CEQA).

In addition, the proposed project will require authorization from the U.S. Army Corps of Engineers (USACE) pursuant to the Clean Water Act (CWA¹), the California Department of Fish and Wildlife (CDFW)² pursuant to the Lake and Streambed Alteration Program (LSAP³) and the Regional Water Quality Control Board (RWQCB) pursuant to the CWA.⁴

As a signatory agency to the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP), the City of Pittsburg is also required to seek coverage for this project under the HCP.

This Biological Site Assessment (BSA) has been prepared in support of the CEQA review by the lead agency, as well as permit review by the federal, State and local agencies listed above.

1.1 Project Background and Description

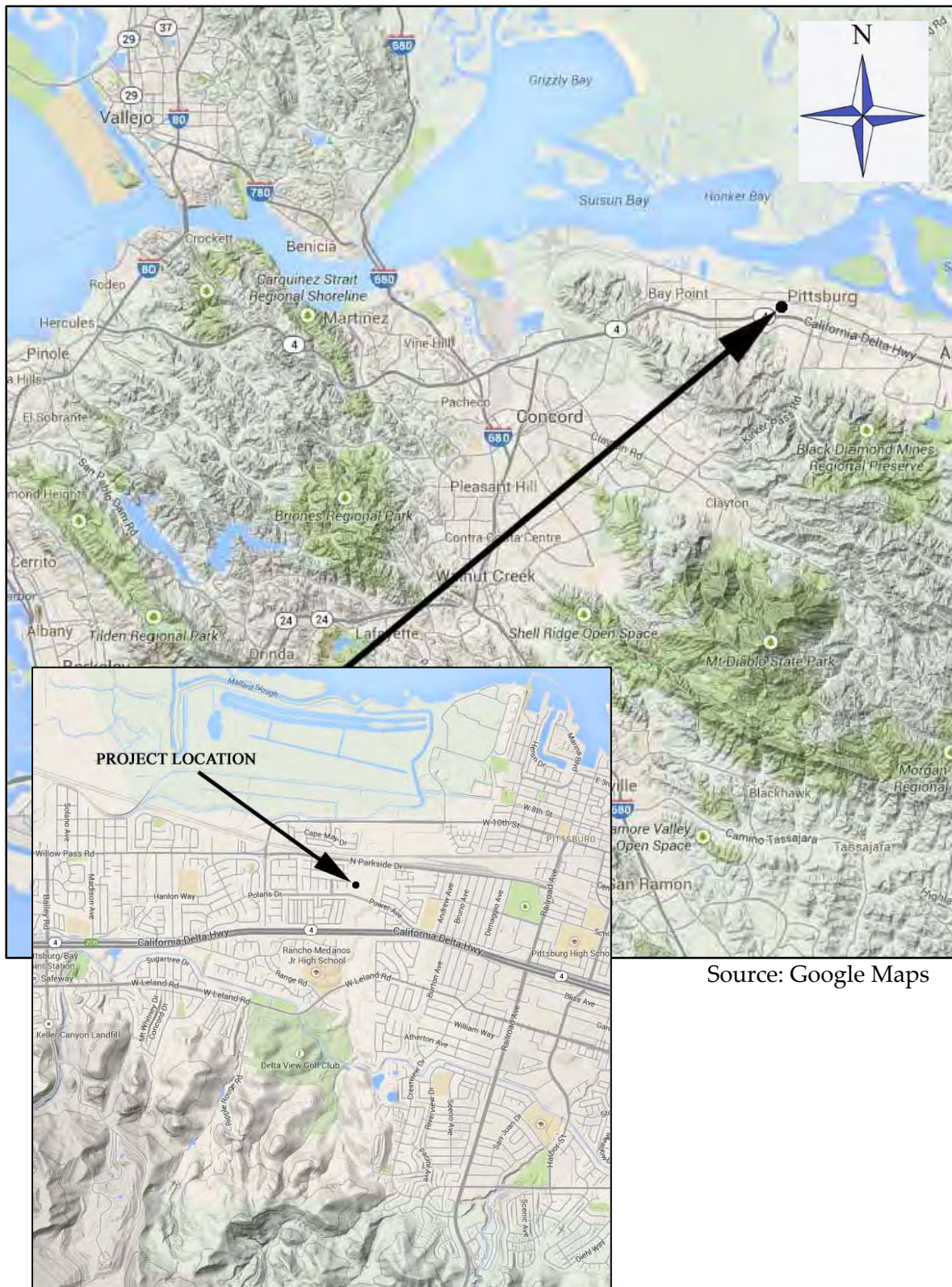
The subject property consists of a utility corridor owned by Pacific Gas & Electric (PG&E) and is located on the north side of Power Avenue and south of North Parkside Drive, north of State Route 4 (SR4) (Figures 1 and 2). The proposed project has been deemed necessary due to excess peak storm flows into the Americana Park stormwater detention basin. The detention basin was constructed to accommodate storm runoff from the Americana subdivision and the upstream watershed. Overflow from the detention basin runs into a roadside ditch on the north side of North Parkside Drive, flowing eastward and emptying into an intermittent tributary to Willow Creek. Periodic overflow from the basin causes minor street flooding. These

¹ CWA §404

² As of January 1, 2013, the California Department of Fish and Game (CDFG) changed its name to the California Department of Fish and Wildlife (CDFW). All publications released by the agency prior to that date are referenced by the former name CDFG.

³ Calif. Fish and Game Code §1600 et seq.

⁴ §401



Source: Google Maps

Figure 1. Project Location



Source: Google Earth
Imagery dated 6/2014

Figure 2. Aerial View of the Project Site

additional storm flows are directed into the detention basin from an existing 183 cm (72 in) diameter storm drain outlet located at the southeastern boundary of the subdivision, behind the home located at 205 Martin Eden Court; the outfall collects storm runoff from the development south of the Americana subdivision.

The City is responsible for alleviating additional flows into the detention facility to prevent overflow and flooding of North Parkside Drive. Consulting engineer, Harrison Engineering Inc. was contracted to develop a bypass channel to divert excess peak stormwater out of the detention basin. The proposed project will divert peak flows out of the detention basin eastward across the PG&E property, emptying into a tributary to Willow Creek. To prevent erosion at critical locations, rock slope protection (RSP) will be installed. Throughout the new diversion channel, the banks will be vegetated with regionally native plant species (grasses) to slow down the channel velocity, stabilize the banks, increase water absorption, and therefore prevent erosion.

The proposed earthen diversion channel is approximately 238 m (780 ft) long, extending from the existing Americana Park detention basin in the west to the existing tributary to Willow Creek in the east. The bottom of the trapezoidal earthen channel will be 3.7 m (12 ft) wide; the channel width at the top of bank will vary in width from 12-16.7- m (39-53 ft). Side slopes will be a maximum of 3:1 and vary in depth from a minimum of 1.2-1.5 m (4-5 ft) in order to maintain the slope of the channel and the original grade of the PG&E property.

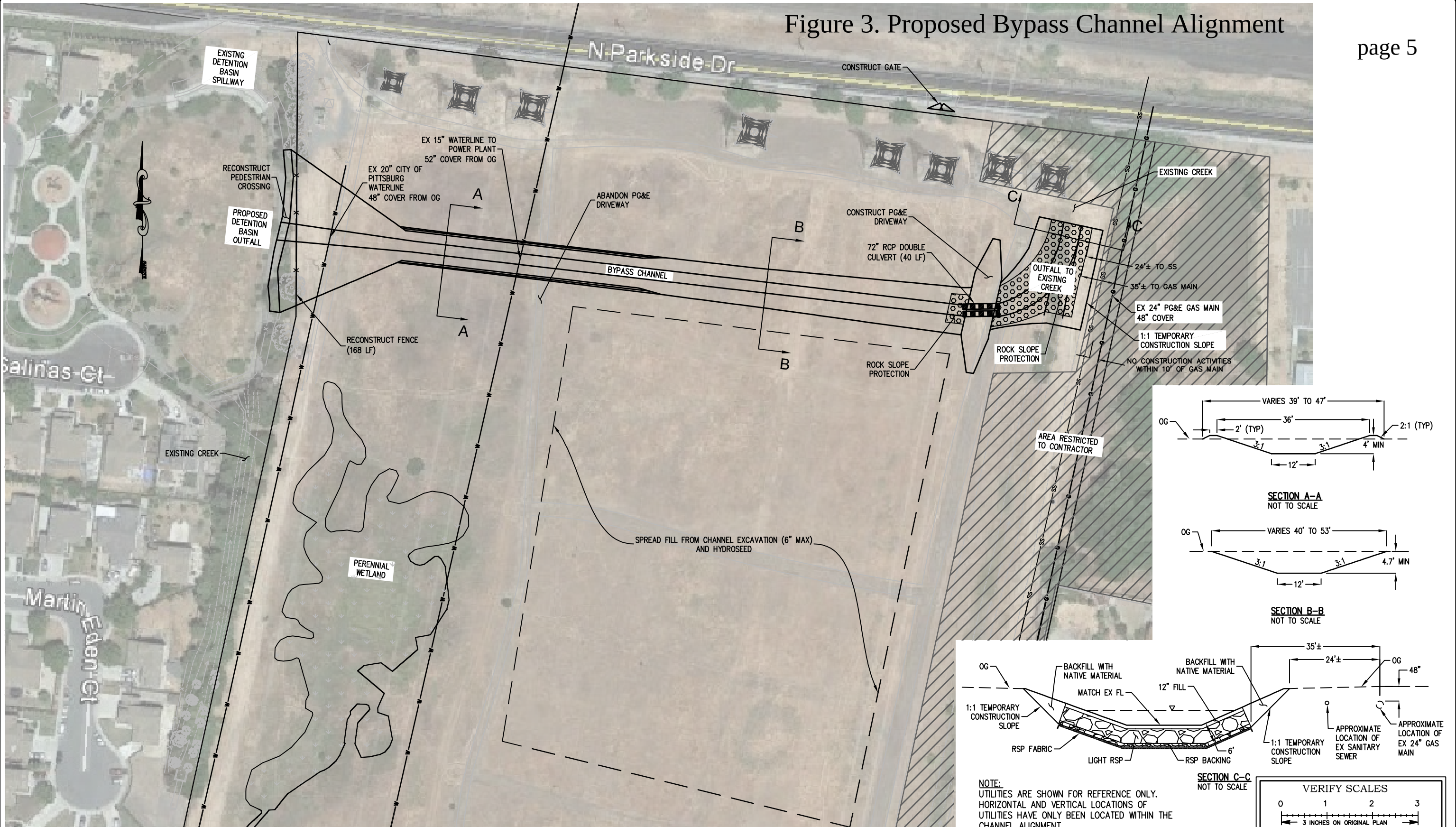
An existing dirt driveway across the PG&E property will be abandoned and a new access point will be constructed near the eastern end of the diversion channel, over a 183 cm (72 in) RCP double culvert 12.2 m (40 ft) long. During dry months, access across the new channel will also be accommodated at the western end where side slopes will be less than 10%.

The outfall transition from the earthen channel to the existing tributary to Willow Creek channel that runs along the easterly boundary of the PG&E parcel will be protected with rock slope protection for a length of 31 m (100 ft).

The proposed channel alignment is shown in Figure 3.

It is worth noting that the current alignment was developed after analyzing the potential environmental effects of a previous design. That design would have resulted in the severing of surface hydrology supporting an expanse of perennial herbaceous wetland habitat that has evolved on the southern portion of the PG&E corridor. In discussions with staff of the CDFW and USFWS, an alternate alignment was proposed; this project description incorporates those recommendations.

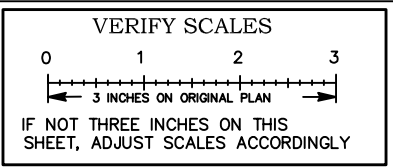
Figure 3. Proposed Bypass Channel Alignment



PLAN
SCALE: 1"=50'

ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE

PRELIMINARY



NO.	DATE	APPROV.	REVISION

DESIGNED: KS
DRAWN: KS
CHECKED: RO
REVIEWED: RTH
DATE: 09-23-2015

APPROVED BY:

City Engineer
Date:



HEI HARRISON ENGINEERING INC.
399 TAYLOR BLVD., SUITE 100 • PLEASANT HILL, CA 94523
PHONE (925) 691-0450 • FAX (925) 691-0460



CITY OF PITTSBURG		
AMERICANA PARK BYPASS CHANNEL		
BYPASS CHANNEL OPTIONS	SHEET	SCALE: AS SHOWN SHEET: 1 OF 1

2.0 METHODS AND LIMITATIONS

The findings for this biological constraints assessment are based on the following:

- 1) database queries for the Honker Bay, Antioch South, Clayton, Vine Hill, Fairfield South, Walnut Creek, Antioch North, Birds Landing, and Denverton 7.5-minute USGS quadrangles from the available databases (CNDDDB, 2015; CNPS, 2015; USFWS, 2015; see Appendix B);
- 2) an assessment of habitat types and surrounding land uses completed by reviewing recent aerial photographs;
- 3) reconnaissance-level surveys by a qualified biologist; and
- 4) performance of a formal wetland delineation by a qualified wetland delineator.

Additional information regarding special-status plants, animals, and habitats was compiled through a review of information sources maintained by the CDFW (2015a,b,c,d). Plant habitat affinities and local distribution information was obtained from Baldwin, et al. (2012), Lake (2010), Ertter and Bowerman (2002), and Ertter and Naumovich (2013), respectively. Nomenclature for common, widespread plants and animals conforms to Jepson Online Interchange⁵ and CDFW (CDFG⁶, 2005), respectively. Nomenclature for special-status plants and animals conforms to CDFW (CDFW, 2015a and 2015c, respectively). Plant community names conform to Sawyer, et al. (2009) and Cowardin et al. (1979) where appropriate; special-status plant communities follow CDFG (2010).

Other biological studies performed for nearby project were also reviewed, including a wetland delineation for the Brickyard Subdivision (Botanical Consulting Services, 1994); biological assessments for the Range Road Middle School (Benson Lee Consulting, 2006), a reclaimed water pipeline (Raines, Melton & Carella, Inc., 2005), a trash capture project (Wood Biological Consulting, 2011), and a road improvement project (Wood Biological Consulting, 2012).

A reconnaissance-level survey was performed by biologist Michael Wood on April 17, 2014 and on January 20-21, 2015. The limits of the study area include of the entire PG&E corridor between North Parkside Drive and Power Avenue, covering approximately 6.9 ha (17 ac) (see Figure 2). Focused botanical or wildlife surveys were not performed as part of this analysis.

⁵ Available on line at <http://ucjeps.berkeley.edu/interchange.html>

⁶ On January 1, 2013, the CDFG changed its name to the CDFW; all publications released prior to that date are referenced by the former name CDFG.

A formal wetland delineation was also performed in conformance to the guidelines of the guidelines of the USACE (2006, 2008) and Environmental Laboratory (1987). Utilizing field data, site observations and recent and historic aerial photographs, the wetland/upland boundary was mapped over the entire study area (see Appendix D). A total of seven data points were sampled and data on vegetation, soils and hydrology were collected and recorded (field data forms are attached as Appendix E).

3.0 SETTING

The project site is situated in a north to south trending utility corridor owned by PG&E. It passes through a developed portion of the City of Pittsburg forming a 275 m (900 ft) wide swath of undeveloped ground connecting the open northeast-facing slopes below Mulligan Hill (428 m [1404 ft]) and the fringing marshes Suisun Bay at the mouth of Willow Creek (see Figure 2). The corridor is traversed by State Route 4 (SR4) and numerous heavily travelled surface streets. An intermittent tributary to Willow Creek has been realigned to the confines of the utility corridor.

The study area is bordered by residential developments to the east and west. A realigned earth-line tributary to Willow Creek flows south to north along the eastern edge of the corridor. A storm drain outfall is located in the southwestern corner of the study area; surface flows are conveyed northward via an open channel where they empty into a stormwater detention basin constructed as part of the Americana subdivision.

Based on an historical aerial photograph⁷, the utility corridor and surrounding lands were dry-farmed for grain prior to development. After the surrounding lands were developed, the site was routinely disked. The corridor is dominated by plants characteristic of non-native annual grasslands and scattered patches of perennial wetlands.

The Americana subdivision was constructed between 2001 and 2003, at which time a portion of a storm drain channel, which previously emptied directly into the utility corridor, was placed into a buried culvert beneath the new development. The new outfall in the southwestern corner of the study area directed flows to the new detention basin via an excavated surface channel. Although planted with horticultural trees at the time of development, the channel has evolved a distinct riparian strip dominated by native trees and an understory dominated by native wetland plants.

Within the study area, the tributary to Willow Creek is a 21 m (70 ft) wide straightened, earthen, trapezoidal channel. Its slopes support non-native grassland

⁷ Google Earth image dated 1939

species and only a few scattered woody trees and shrubs. The channel bottom, approximately 4.3 m (14 ft) below the surrounding grade, supports an assortment of native and non-native wetland herbs and grasses, and a preponderance of upland grasses. Elevations of the surface of the field range from 8-10 m (28-34 ft) above mean sea level (msl).

3.1 Plant Communities

The entire study area has been historically altered from its natural condition by farming practices, development, and alterations to the natural hydrology. The dominant plant association present is non-native annual grassland, a typical condition on fallow dry-farmed sites and long-abandoned fields. With the historic redirection of surface runoff from development onto the utility corridor, perennial wetlands dominated by several native and non-native perennial wetland indicator species have evolved. The storm drain channel along the western edge of the study area has evolved a band of perennial herbaceous wetland habitat as well as native woody riparian trees. The tributary to Willow Creek supports a strip of perennial herbaceous wetland plants. Patches of the highly invasive perennial pepperweed are also present on site.

A discussion of these plant associations is presented below. The location and extent of the plant associations within the study area are illustrated in Figure 4.

Non-native Annual Grassland

Non-native Annual Grasslands are generally found in open areas in valleys and foothills throughout coastal and interior California (Holland, 1986). They typically occur on soils consisting of fine-textured loams or clays that are somewhat poorly drained. This vegetation type is dominated by non-native annual grasses and weedy annual and perennial forbs, primarily of Mediterranean origin, that have replaced native perennial grasslands, scrub and woodland as a result of human disturbance. Scattered native wildflowers and grasses, representing remnants of the original vegetation may also be common.

Characteristic non-native annual grasses commonly found on site include perennial rye grass, ripgut brome, Mediterranean barley, wild oats, foxtail barley, and soft chess, among others. Non-native forbs also commonly encountered in this habitat include field mustard, cutleaf geranium, Italian thistle, and perennial pepperweed, among others. Native grassland species encountered include bugloss fiddleneck, alkali mallow, annual willowherb, and scattered shrubs of coyote brush. Characteristic photographs are provided in Appendix A (see photos 6-9).

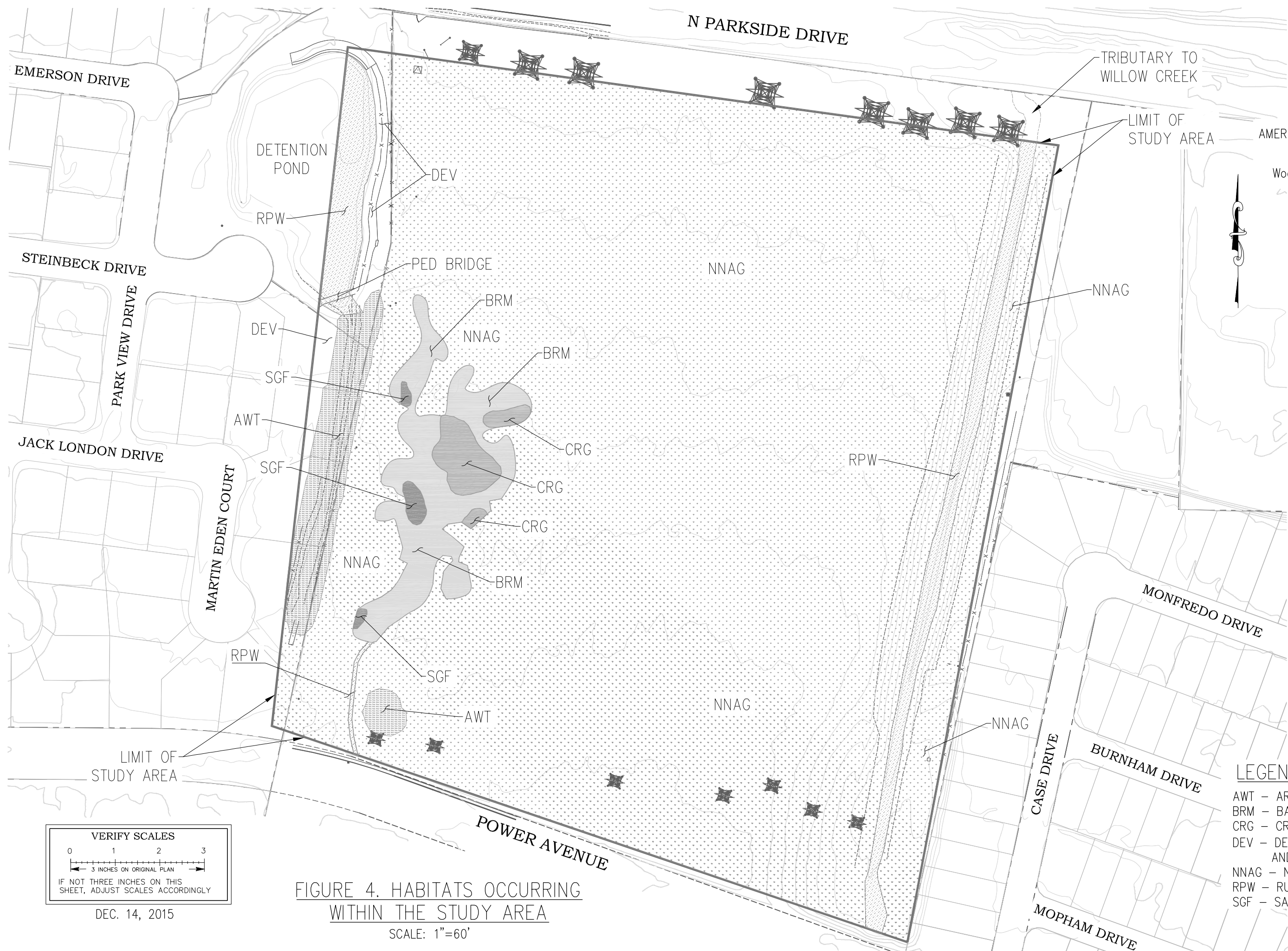


FIGURE 4
AMERICANA PARK BYPASS CHANNEL
PLANT ASSOCIATIONS
Wood Biological Consulting, Inc.

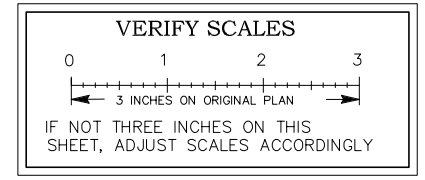


FIGURE 4. HABITATS OCCURRING
WITHIN THE STUDY AREA
SCALE: 1"=60'

- LEGEND**
- AWT - ARROYO WILLOW THICKET
 - BRM - BAL TIC RUCH MARSH
 - CRG - CREEPING RYE GRASS TURF
 - DEV - DEVELOPED (RIPRAP), PATHWAY AND LANDSCAPING
 - NNAG - NON-NATIVE ANNUAL GRASSLAND
 - RPW - RUDERAL PERENNIAL WETLAND
 - SGF - SALT GRASS FLAT

DEC. 14, 2015

On site, areas of Non-native Annual Grassland most closely conforms to Annual Brome Grasslands (*Bromus [diandrus, hordeaceus]-Brachypodium distachyon* Semi-Natural Herbaceous Stands), as described in Sawyer, et al. (2009); these widespread non-native plant communities have no rarity ranking (Sawyer, et al., 2009; CDFG, 2010). This plant association has been described as Non-native Grassland by Holland (1986; Holland code 42200) and the CDFW (CA vegetation code 42.026.00). With the exception of Ruderal Seasonal Wetlands, described below, which are dominated by some of the same species, Non-native Annual Grasslands would be classified as an upland following Cowardin et al. (1979). As a common, widespread and non-natural plant association, Non-native Annual Grassland has no global or State rarity ranking. For purposes of analysis under the HCP, the Non-native Annual Grassland is lumped under the “Annual Grassland” land cover type.

Arroyo Willow Thicket Alliance

The Arroyo Willow Thicket Alliance (*Salix lasiolepis* Shrubland Alliance) consists of scrubby streamside, open to impenetrable stands with arroyo willow as the dominant or co-dominant species in the shrub or tree canopy. This plant community (CA Vegetation code 61.201.00) occurs along stream banks, benches and stringers along drainages, on sites that are seasonally or intermittently flooded, on fine-grained sand and gravel bars with a high water table. Outside of stream channels, arroyo willow thickets are also commonly found in isolated stands associated with seeps and springs on slopes and as stringers along ephemeral or intermittent channels.

As a plant community, Arroyo Willow Thickets are distributed throughout California along the entire length of the State on the coast, Coast Ranges, Interior Ranges, Great Valley, Klamath Mountains, southern Cascades, Modoc Plateau, Transverse Ranges, Mojave Desert, Sierra Nevada foothills and mountains, and into the Great Basin. They may be found from sea level to 2170 m (7100 ft) in elevation.

Membership in this alliance requires that arroyo willow comprises over 50 percent relative cover in the shrub or tree canopy. The Arroyo Willow Thicket community has been assigned a rarity ranking of G4/S4⁸, indicating that this alliance may or may not be endemic to California and is presumed to be secure statewide (Sawyer, et al. 2009). However, some associations within this alliance are deemed rare and less secure statewide. Central Coast Riparian Scrub has been assigned a rarity ranking of G3/S3 indicating that it is rare and threatened in California (CDFG, 2010).

Within the study area, Arroyo Willow Thicket community occurs as a narrow band of mature arroyo willow trees and scattered Fremont cottonwood trees, Oregon ash and black walnut rooted on both sides of a stormwater channel between the existing storm drain outfall and the detention basin. The channel was excavated in dry ground

⁸ For an explanation of global and state rarity rankings, see Appendix C.

around 2001, at the time of construction of the Americana subdivision. It is not known if the arroyo willow trees were planted or if they became spontaneously established once surface water began flowing along the channel. Scattered ornamental trees and shrubs, including Tasmanian blue gum and cotoneaster are also present. The understory is dominated by a dense turf of Santa Barbara sedge, with a few small patches of broadleaf cattail and tule. Other native wetland species detected along the channel include Baltic rush, yellow nutgrass, and blue elderberry. Photographs of the channel are presented in Appendix A (see photos 1 and 2).

Within the study area, Arroyo Willow Thicket habitat most closely conforms to the Central Coast riparian scrub (CA Vegetation code 61.201.00), also described in Holland (1986; Holland code 63200). Arroyo Willow Thickets are classified as a palustrine shrub-scrub wetland following Cowardin et al. (1979). Arroyo willow is listed as a “facultative wet” (FACW) wetland indicator species (Lichvar et al., 2014).⁹ Impacts to this plant community are regulated under federal, State or local laws and policies. For purposes of analysis under the HCP, the Arroyo Willow Thicket Alliance is lumped under the “Riparian Woodland/Scrub” land cover type.

Creeping Rye Grass Turfs Alliance

As described in Sawyer, et al. (2009), the Creeping Rye Grass Turfs Alliance (*Leymus triticoides*¹⁰ Herbaceous Alliance) occurs on heavy clay to clay loam soils. Stands are generally on poorly drained floodplains, drainage and valley bottoms, mesic flats and slopes, and marshes. Creeping rye grass is adapted to a wide range soil types and is tolerant of alkaline and saline conditions. Found along coastal northern, central and southern California, Creeping Rye Grass Turfs extend into the Sacramento-San Joaquin River Delta, the Central Valley and the Mono Basin, occurring at elevations from 0-2300 m (7544 ft).

Membership in this alliance requires that creeping rye grass comprise greater than 50 percent relative cover in the herb layer. The creeping rye grass alliance has been assigned a rarity ranking of G4/S3, indicating that this alliance is secure throughout its range outside of California but is rare and threatened in the State.

Within the study area, creeping rye grass occurs in dense patches where surface runoff accumulates. It is virtually the only species present in the patches (see Appendix A, photos 5 and 12). Creeping rye grass patches are part of a mosaic of other wetland plant communities including Salt Grass Flats, Baltic Rush Marshes, and

⁹ For a detailed discussion of wetland indicator ratings, see Section 3.4 – Vegetation, below

¹⁰ Since publication of Sawyer, et al. (2009), the scientific name for creeping rye grass, also commonly known as creeping wildrye, has been changed to *Elymus triticoides*. However, for purposes of determining its wetland indicator status, the previous name *Leymus triticoides* is used per Lichvar (2014).

Perennial Pepperweed Patches (each is discussed below) sustained by surface stormwater runoff which flows northward from the outfall at Power Avenue.

Within the study area, the Creeping Rye Grass Turfs Alliance conforms to the Creeping Ryegrass Grassland (CA Vegetation code 61.41.080.00) and Valley Wildrye Grassland as described in Holland (1986; Holland code 42140). Areas dominated by creeping rye grass occur in uplands but may also be classified as palustrine emergent persistent seasonally flooded/saturated freshwater wetlands (P-EM1-E0) following Cowardin et al. (1979). Creeping rye grass is listed as a “facultative” (FAC) wetland indicator species (Lichvar et al., 2014). Impacts to this plant community qualifying as wetlands are regulated under federal, State or local laws and policies. Impacts to this plant community in upland settings may be regarded as significant under CEQA guidelines. For purposes of analysis under the HCP, the Creeping Rye Grass Turfs Alliance is lumped under the “Permanent Wetland” land cover type.

Salt Grass Flats

The Salt Grass Flats Alliance (*Distichlis spicata* Herbaceous Alliance) occurs on sites that are intermittently flooded and with deep, poorly drained alkaline or saline soils (Sawyer, et al. 2009). Along the length of California’s Pacific coast, Salt Grass Flats Alliance is found along sheltered inland margins of bays, lagoons and estuaries subjected to tidal influence. Inland, it occurs on playas, swales, and terraces that accumulate salts near the surface; it can be found Great Valley and Great Basin, from the Imperial Valley to the Modoc Plateau and at elevations up to 1500 m (4920 ft).

Salt Grass Flats are dominated by salt grass, a perennial, rhizomatous native species, which often forms a complete herbaceous canopy up to 40 cm (16 in) high. Membership in this alliance requires that salt grass comprises over 50 percent relative cover in the herbaceous layer and that is greater than any other single grass species. Salt grass is listed as a “facultative” (FAC) wetland indicator species (Lichvar et al., 2014). The Salt Grass Flats community been assigned a rarity ranking of G5/S4, indicating that this alliance may or may not be endemic to California and that it is secure statewide (Sawyer, et al. 2009; CDFG, 2010).

Within the study area, small, scattered patches of salt grass occur at the edges of patches of creeping rye grass and Baltic rush, and are part of the same extensive perennial wetland mosaic sustained by surface stormwater runoff which flows northward from the outfall at Power Avenue. Although dominated by salt grass, these patches do not exhibit site or soils conditions typical of alkali grasslands; there is no obvious topographic distinction between these patches and the surrounding, more extensive patches of Baltic rush and Non-native annual grassland.

On site, Salt Grass Flat habitat conforms to the Saltgrass Alliance (CA vegetation code 41.200.00) and most closely conforms to the Northern Coastal Salt Marsh habitat as

described in Holland (1986; Holland code 52110). On site, stands are classified as palustrine emergent persistent seasonally flooded/saturated freshwater wetlands (P-EM1-E0) following Cowardin et al. (1979). Impacts to this plant community qualifying as wetlands may be regulated under federal, State or local laws and policies. Impacts to stands in upland settings would not typically be considered significant under CEQA guidelines. For purposes of analysis under the HCP, Salt Grass Flat habitat is lumped under the “Permanent Wetland” land cover type.

Baltic Rush Marshes

The Baltic Rush Marsh Alliance (*Juncus arcticus* var. *balticus*¹¹ Herbaceous Alliance) occurs on sites that poorly drained sites such as wet and mesic meadows; along the banks of streams, rivers, lakes, ponds and sloughs; and in freshwater, brackish and alkaline marshes. Ranging over the entire length of California and from the coast across the Central Valley, up the Sierra Nevada Mountains and into the Mono Basin and Modoc Plateau, Baltic rush occurs at elevations from 0-2200 m (0-7200 ft).

Baltic Rush Marshes are dominated by Baltic rush grass, a perennial native species that spreads by underground rhizomes and copious seed production. Stands are often mono-typic, forming a turf up to 1 m (3.3 ft) tall. Membership in this alliance requires that Baltic rush comprises over 50 percent relative cover in the herbaceous layer. Baltic rush is listed as a “facultative wet” (FACW) wetland indicator species (Lichvar et al., 2014). The Baltic Rush Marsh community been assigned a rarity ranking of G5/S4, indicating that this alliance may or may not be endemic to California and that it is secure statewide (Sawyer, et al., 2009; CDFG, 2010).

Within the study area, small, scattered patches of Baltic rush form dense turfs at the edges of patches of creeping rye grass and salt grass, and are part of the same extensive perennial wetland mosaic sustained by surface stormwater runoff which flows northward from the outfall at Power Avenue.

On site, Baltic Rush Marsh is characterized as a wet meadow, conforming to the Baltic Rush Alliance (CA vegetation code 45.562.02) and closely conforms to Cismontane Alkali Marsh as described in Holland (1986; Holland code 52310). On site, stands are classified as palustrine emergent persistent seasonally flooded/saturated freshwater wetlands (P-EM1-E0) following Cowardin et al. (1979). Impacts to this plant community qualifying as wetlands may be regulated under federal, State or local laws and policies. Impacts to stands in upland settings would not typically be considered significant under CEQA guidelines. For purposes of analysis under the HCP, Baltic Rush Marsh is lumped under the “Permanent Wetland” land cover type.

¹¹ Since publication of Sawyer, et al. (2009), the scientific name for Baltic rush has been changed to *Juncus balticus* ssp. *ater*. For purposes of determining its wetland indicator status, the new is used per Lichvar (2014).

Ruderal Wetland

Ruderal wetlands are comprised of annual and/or perennial native and non-native wetland indicator species that have become established on heavily disturbed low-lying sites. Typically, ruderal wetlands develop in road ditches, agricultural drainage ditches, and basins, pits, swales and depressions that have been excavated in dry ground. Ruderal wetlands can be wet year-round, supporting dense stands of emergent freshwater marsh species, or they may support annual wetland vegetation only during the wet season. During the dry season, such sites may not be readily recognizable as wetlands since the wetland species go to seed and typically upland grasses and forbs become established.

On site, ruderal wetlands habitat is found in the bottom of the Willow Creek channel. Commonly encountered wetland indicator species include the perennial species umbrella sedge (FACW), curly dock (FAC), perennial rye grass (FAC), CA aster (FAC), willowherb (FACW), and perennial pepperweed (FAC), among others.

Ruderal wetlands are not specifically described in Sawyer, et al. (2009). On site, ruderal wetlands would be classified as palustrine emergent persistent seasonally flooded/saturated freshwater wetlands (P-EM1-E0) following Cowardin et al. (1979). Although this plant association has no rarity ranking (Sawyer, et al., 2009; CDFG, 2010), areas meeting the federal definition of a wetland may be regulated under federal, State or local laws and policies. Impacts to stands in upland settings would not typically be considered significant under CEQA guidelines. For purposes of analysis under the HCP, ruderal wetland is classified as the "Perennial Wetland" land cover type.

3.2 Wildlife Habitats

The value of a site to wildlife is influenced by a combination of the physical and biological features of the immediate environment. Species diversity is a function of diversity of abiotic and biotic conditions and may be greatly affected by human use of the land. The wildlife habitat quality of an area, therefore, is ultimately determined by the type, size, and diversity of vegetation communities present and their degree of disturbance. For example, as a plant community is degraded by the loss of understory diversity, creation of openings, or reduction in area, a loss of structural diversity generally results. Degradation of the structural diversity of a community typically diminishes wildlife habitat quality and usually results in a reduced ability to support a diversity of animal species.

Despite the suburban context of the project vicinity, the study area can be regarded as having moderately high wildlife habitat values due to the presence of perennial water, stream channels, riparian trees, extensive grasslands for foraging and proximity to extensive open grasslands and marshy shoreline. Typically, woody riparian

vegetation is considered to have very high habitat value for wildlife. However, the value of the riparian canopy on site is degraded by its short length, narrowness, and proximity to activities and disturbances associated with human habitation.

While human activities such as noise, lighting, human movement, pets, and the expected increased presence of predators may affect the most sensitive of wildlife species, foraging, resting and breeding opportunities for a variety of wildlife species are still considered to be moderate. A brief discussion of the existing habitats on site as they relate to potential use by wildlife is presented below.

Grasslands

Grassland habitat, including native and non-native grasslands, may support a variety of reptiles and amphibians, including southern alligator lizard, western fence lizard, ring-necked snake, gopher snake, northern Pacific rattlesnake, and common kingsnake, among others. This habitat also attracts avian seed-eating and insect-eating species of birds and mammals. CA quail, mourning dove, and western meadowlark are a few seed-eaters that nest and forage in grasslands. Insect-eaters such as western scrub jay, barn swallow, and western bluebird commonly forage in grasslands. In the project region, burrowing owl is known to nest and forage in grasslands where the vegetation is kept low by grazing or regular mowing.

Grasslands are important foraging grounds for aerial and ground foraging insect-eating bat species such as myotis and pallid bat. A large number of other mammal species such as CA vole, deer mouse, Botta's pocket gopher, CA ground squirrel and black-tailed jackrabbit also forage and nest within grasslands. Small rodents attract raptors (birds of prey) such as owls that hunt at night, as well as day-hunting raptors such as red-tailed hawk and red-shouldered hawk, among others. Mule deer use grassland for grazing and, if the grass is tall enough, for nesting at night. Coyote will hunt in grasslands as well as dig dens for the rearing of pups and daytime refuge.

In terms of potential wildlife usage, Non-native Annual Grassland, Baltic Rush Marsh, Creeping Rye Grass Turfs, Salt Grass Flats and Ruderal Seasonal Wetlands found on site provide essentially the same type of cover habitat.

Central Coast Riparian Scrub

As described above Arroyo Willow Thickets may form open to impenetrable stands along streams and drainages as well as at springs and seeps. Because willows are typically associated with water sources and due to the cool shelter their canopies provide, willows provide cover and nesting habitat for a variety of bird species, especially passerines. A variety of passerine species can be expected to occur and nest in this habitat such as black phoebe, white-crowned sparrow, song sparrow, yellow-rumped warbler, spotted towhee, and house finch, among others. Herons and egrets

such as great blue heron, great egret, snowy egret, black-crowned night heron, and green-backed heron may perch in willows near open water. Mammals expected to take cover among willows during foraging forays include raccoon, Virginia opossum, striped skunk and feral and house cats. Amphibians and reptiles that may be expected to occur in willow riparian habitats include Pacific treefrog, arboreal salamander, Pacific slender salamander, garter snake, and Pacific pond turtle.

Stream Channels and Seasonal Wetlands

Stream channels supporting herbaceous wetlands offer water, food and cover for a variety of wildlife species. Depending on the depth of ponding, channel gradient, type and degree of cover of bank vegetation, degree of connectivity to open habitat, and surrounding land uses, stream channels supporting only seasonal wetland vegetation and lacking a woody riparian overstory have somewhat limited wildlife habitat values. This can be due to the limited level of plant cover and ponded water that would provide protection for breeding or migrating aquatic wildlife species from predators.

During periods when water is present in such channels, wildlife species that might utilize such sites may include such reptiles and amphibians as western aquatic and terrestrial garter snakes, Pacific tree frog, Pacific pond turtle, western toad, and CA newt, among others. Foraging by a wide variety of bird may also be observed, including such species as red-winged blackbird, black phoebe, and any number of herons and egrets. Predators and opportunistic feeders such as raccoon, Virginia opossum, feral and house cats and coyotes may also frequent such sites.

During the summer months when these channels are dry and the vegetation is dying back, the values of these sites is comparable to those of grasslands, described above.

3.3 Wildlife Movement Corridors

Under CEQA, impacts are considered significant if a project would interfere substantially with the movement of native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Wildlife corridors (i.e., linear habitats that naturally connect and provide passage between two or more large habitats or habitat fragments) are important for persistence of wildlife overtime. Wildlife must have access to adequate resources, and corridors are used to find suitable forage, nesting and resting sites, mates and new home ranges. In addition, corridors for dispersal within breeding populations will decrease the likelihood that subpopulations will go extinct or become locally extirpated. Even where patches of pristine habitat are fragmented, as commonly occurs with riparian vegetation, wildlife movement between populations is facilitated through habitat linkages, migration corridors and movement corridors.

Wildlife movement includes migration (i.e., usually one direction per season), inter-population movement (i.e., long-term genetic exchange) and small travel pathways (i.e., daily movement within an animal's home range). Daily movement patterns define an animal's home range where activities such as foraging, resting and conspecific (individuals of the same species) interactions occur. Generally, longer movements usually by dispersing individuals connect breeding populations, permitting gene flow between these subpopulations. Corridors generally provide adequate habitat for animals to disperse until reaching an area large enough to establish home ranges. Corridors are different depending on what type of organism may use it; a corridor for a butterfly or bird may be a series of "stepping stones" of suitable habitat, while a terrestrial vertebrate may need a continuous band of suitable habitat for successful movement. Habitat loss, fragmentation, and degradation resulting from a change in land use or habitat conversion can alter the use and viability of corridors.

The relatively wide but sparsely vegetated Willow Creek tributary on the eastern edge of the study area is unlikely to provide for any significant movement of wildlife species for several reasons. The channel and banks support few, scattered shrubs, being vegetated primarily with only herbaceous grasses and forbs which provide no cover for dispersing mammals or reptiles. The channel bottom is wetted only intermittently and lacks pools, riffles or features that would provide protection from predators for the movement of amphibians. Finally, although the utility corridor extends into the upper watershed and the mouth of Willow Creek as Suisun Bay, it is interrupted by SR4 and other heavily travelled surface streets; wildlife movements would be focused into lengthy culverts. For these reasons, the tributary to Willow Creek is not expected to function as a significant wildlife movement corridor.

Conversely, the stormwater channel on the western edge of the study area supports a dense canopy of native riparian trees with a complete understory of native herbs and shrubs. However, this channel does not connect two open areas of wildlife habitat. While vegetation associated with this channel provides excellent cover for wildlife and even breeding opportunities, it is not expected to serve as a significant wildlife movement corridor.

The proposed project is not expected to have a significant adverse effect on wildlife movements.

3.4 Jurisdictional Features

Certain habitat and site features fall under federal and State jurisdiction (see discussion of Special-Status Natural Communities in Section 4.1, below). Such features include stream and drainage courses, water bodies, tidal lands, wetlands, and riparian habitats. The extent of jurisdiction of a given agency varies and is defined by specific

guidelines issued by each agency. Important factors evaluated in making a preliminary assessment of agency jurisdiction include site hydrology, vegetation, and soils. A brief discussion of these parameters and site-specific conditions is presented below.

Wetlands belong to the broad category of waters of the U.S. and are defined as

"those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions".¹²

Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands are areas of land which are permanently or seasonally wet and support vegetation specifically adapted to growing in saturated soils under conditions of low oxygen. Wetlands are considered valuable to humans because they provide flood protection, recharge ground water supplies, improve water quality by filtering out pollutants and sediments, protect shorelines and stream banks from erosion, serve as important spawning and nursery areas for invertebrates, fish, shellfish and birds, provide recreation, open space, and aesthetic values, provide water and sanctuaries for wildlife, and frequently support endangered, threatened, or rare species of wildlife and plants. The value of a particular wetland is assessed based on its size, proximity to open areas supporting a variety of other habitat types, its level of disturbance, the presence of invasive plant species, exposure to human activities that might disrupt wildlife movements or breeding, exposure to pollutants, or other conditions affecting the wetlands functions listed above.

To meet the legal definition of a wetland, a site must exhibit specific indicators of hydrologic, soil, and vegetation parameters. Indicators of all three wetlands parameters must be present for a site to be classified as a wetland (Environmental Laboratory, 1987; USACE 2008). Based on a wetland delineation performed on April 17, 2014, three separate wetland areas were found to be present within the study area. These are characterized as a woody riparian strip along the western storm channel; an extensive area of herbaceous perennial wetland plants on the western portion of the utility corridor; and herbaceous wetland habitat in the bottom of the tributary to Willow Creek channel. A total of seven wetland data point were sampled; wetland delineation forms are included as Appendix E. The location of wetland data points is shown in Appendix D.

¹² 33 CFR 328.3[b]; 40 CFR 230.3[t]

Hydrology

For the hydrology parameter to be satisfied a wetland site must be inundated or saturated to within 30 cm (12 in) of the soil surface for at least 12.5 percent of the growing season; areas that are inundated or saturated to within 30 cm (12 in) of the soil surface for 5-12.5 percent of the growing season might or might not meet the parameter. In this area, the growing season ranges from about March 1 and extends through mid-November (Zone 14; Sunset Publishing Corporation, 2001). Assuming a maximum growing season of 300 days, the soil surface at a given site would need to be saturated for at least 32.5 consecutive days after March 1 (0.125×260 frost free days) to meet the wetland hydrology criterion.

Primary wetland hydrology indicators detected in the two storm channels included water-stained leaves; secondary indicators detected included water marks, sediment deposits, drift deposits, and drainage patterns. On the terrace, primary indicators detected included oxidized rhizospheres along living roots; secondary indicators included drainage patterns and, in some cases, the FAC-neutral test. The wetland hydrology criterion was met at sample points 1-1, 2-1, 3-1, and 4-1.

Each of the three wetland areas on site has prominent hydrologic features. The eastern flood control channel is characterized as a deepened, straightened intermittent tributary to Willow Creek, the confluence of which is approximately 0.8 km (0.5 mi) downstream. The channel that appears as a “blue-line” stream¹³ on the Diablo 7.5-minute USGS Honker Bay quadrangle. It is presumed to be a third order¹⁴ stream. The excavated earthen channel is approximately 21 m (70 ft) wide at bankfull, 6 m (15 ft) wide at the Ordinary High Water Mark (OHWM), and approximately 4.3 m (14 ft) deep. A comparison of the current and historic drainage patterns on site are illustrated in Figure 5.

The western flood control channel is an artificial stormwater channel constructed in uplands to convey storm flows between the outlet of a 183 cm (72 in) diameter RCP storm drain and a stormwater detention basin. The earthen channel does not appear on the USGS topographic map. It is 122 m (400 ft) long channel is on average 3.7 m (12 ft) at bankfull, 1.5 m (5 ft) wide at the OHWM, and 0.6-1 m (2-3 ft) deep. Overflow from the detention basin flows eastern in a roadside ditch on the south side of North Parkside Drive for approximately 260 m (850 ft), where it converges with the tributary to Willow Creek.

¹³ A “blue-line” stream is one which flows most or all of the year and is marked on USGS topographic maps with a solid blue line.

¹⁴ See http://en.wikipedia.org/wiki/Strahler_Stream_Order for descriptions of stream orders.



CURRENT CONDITIONS



HISTORIC CONDITIONS
(BASED ON 1993 AERIAL IMAGE)

Source: Harrison Engineering, Inc., 8/10/2009

Figure 5. Current and Historic Drainage Patterns

Hydrology supporting the wetlands on the western terrace consist of stormwater collected from the surrounding neighborhood and directed onto the field on the north side of Power Avenue via two 61 cm (24 in) RCPs set in a concrete headwall. Concentrated surface flows from the outfall are directed northward and confined to a short channel approximately 24 m (80 ft) long, 2.4 m (8 ft) wide and 48 cm (18 in) deep; from there, sheet flow fans out and across the field in a northerly direction for approximately 145 m (475 ft). There is no apparent outlet or surface connection to either the western storm channel or the tributary to Willow Creek. Collected storm flows are presumed to infiltrate into the ground and to be lost via evapotranspiration.

The eastern flood and western flood channels are presumed to qualify as a waters of the U.S.¹⁵ As summarized by the USACE and U.S. Environmental Protection Agency (USEPA), both agencies assert jurisdiction over “non-navigable tributaries of traditional navigable waters that are relatively permanent where the tributaries typically flow year-round or have continuous flow at least seasonally (e.g., typically three months)” and “wetlands that abut such tributaries” (USEPA/USACE, 2008). The limits of USACE jurisdiction normally correspond to the OHWM. As such, the placement of fill below the OHWM¹⁶ would be regulated pursuant to the CWA¹⁷ and would fall under the jurisdiction of the USACE and the RWQCB.

Both channels are also expected to qualify as a waters of the State.¹⁸ As such, any impacts below the tops of bank would be regulated pursuant to the California Fish and Game Code (CFGF)¹⁹ and would fall under the jurisdiction of the CDFW.

¹⁵ As defined in 40 CFR 230.3(s), Waters of the U.S. include:

- All waters that are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters that are subject to the ebb and flow of tide;
- All interstate waters, including interstate wetlands;
- All other waters, such as interstate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, vernal pools, wet meadows, playa lakes, or natural ponds, the use, degradation, or destruction of which could affect interstate or foreign commerce;
- Tributaries of the above;
- Territorial seas; and
- Wetlands adjacent to waters defined above.
- Although isolated wetlands no longer fall under USACE jurisdiction, impacts to isolated wetlands continue to be regulated under State law (see below).

¹⁶ The OHWM is the line on the shores established by the fluctuations of water and indicated by physical characteristics such as: a clear natural line impressed on the bank; shelving; changes in the character of the soil; destruction of terrestrial vegetation; the presence of litter and debris; or other appropriate means that consider the characteristics of the surrounding areas (USACE, 2006).

¹⁷ CWA §404 and CWA §401

¹⁸ As defined under California Water Code §13050(e), Waters of the State are defined as “any surface water or groundwater, including saline waters, within the boundaries of the state”. These

Vegetation

Hydrophytic vegetation is comprised of plant species that possess physiological features or reproductive adaptations that allow them to persist in soils subject to prolonged inundation and anaerobic soil conditions. The wetland status of plant species is based on their probability of being associated with wetlands or uplands. Obligate (OBL) species almost always (>99% of the time) occur in wetlands. Facultative Wetland (FACW) species occur in wetlands 67-99% of the time. Facultative (FAC) species have an equal probability 33-66% to occur in wetlands. Facultative Upland (FACU) and Obligate Upland (UPL) species occur in wetlands 1-33% and <1% of the time, respectively. For a sample point to meet this criterion, more than 50 percent of the dominant plant species in each of the strata must be OBL, FACW, or FAC indicator species. Wetland indicator species for our region are listed in Lichvar et al. (2014).

Hydrophytic vegetation is present within the study. The eastern channel bottom is dominated by the non-native wetland indicator species jungle rice (FAC) and English plantain (FAC). The native species willowherb (FACW), CA aster (FAC) and umbrella sedge (FACW) are also common here. The western channel supports a closed to nearly closed canopy comprised of the native riparian tree arroyo willow (FACW), with lesser amounts of Fremont cottonwood, Oregon ash (FACW) and black walnut (FAC). Non-native gum trees are also interspersed along the channel. The channel bottom is dominated by the native perennial rhizomatous wetland herb Santa Barbara sedge with scattered patches of tule (OBL), Baltic rush (FACW), cattail (OBL), and the non-native yellow nutgrass (FACW). Wet portions of the terrace support numerous discrete large patches of the native species creeping rye grass and Baltic rush, with a few small patches of salt grass. The specific plant associations are described in more detail in Section 3.1, above. The hydrophytic vegetation criterion was found to be met at sample points 1-1, 2-1, 3-1, and 4-1.

Typically, wetland and riparian habitats fall under the jurisdiction of the USACE, CDFW and RWQCB. Impacts on wetlands meeting the federal definition are regulated under the CWA. Impacts on wetland and riparian habitats not meeting the federal definition are often regulated under the LSAP. For projects regulated under the LSAP, the CDFW routinely extends its jurisdiction to include upland species when growing adjacent to water courses. The limits of the riparian zone, as currently recommended by the CDFW, extend to the outer edge of the dripline of native trees whose canopies extend over the tops of bank of a regulated stream course. A tree need not be rooted

include nearly every surface or ground water in California, or tributaries thereto, and include drainage features outside USACE jurisdiction (e.g., dry and ephemeral/seasonal stream beds and channels, etc.), isolated wetlands (e.g., vernal pools, seeps, springs and other groundwater-supplied wetlands, etc.), and storm drains and flood control channels.

¹⁹ CFGC §1602

within a creek channel to be considered part of the riparian zone. For example, in areas where there is a continuous canopy of native trees extending beyond the top of bank, the CDFW may be expected to assume that they contribute to the habitat values for fish and wildlife species that occupy, or could occupy the channel. Thusly defined, such riparian trees provide shade and deposit downed wood and leaf debris on the channel banks, provide refuge sites and contribute nutrients to the stream, greatly enhancing wildlife habitat values. Therefore, the entire oak canopy covering the creek may be regarded as riparian by the CDFW and impacts can be expected to require mitigation pursuant to any LSAP permits issued.

Soils

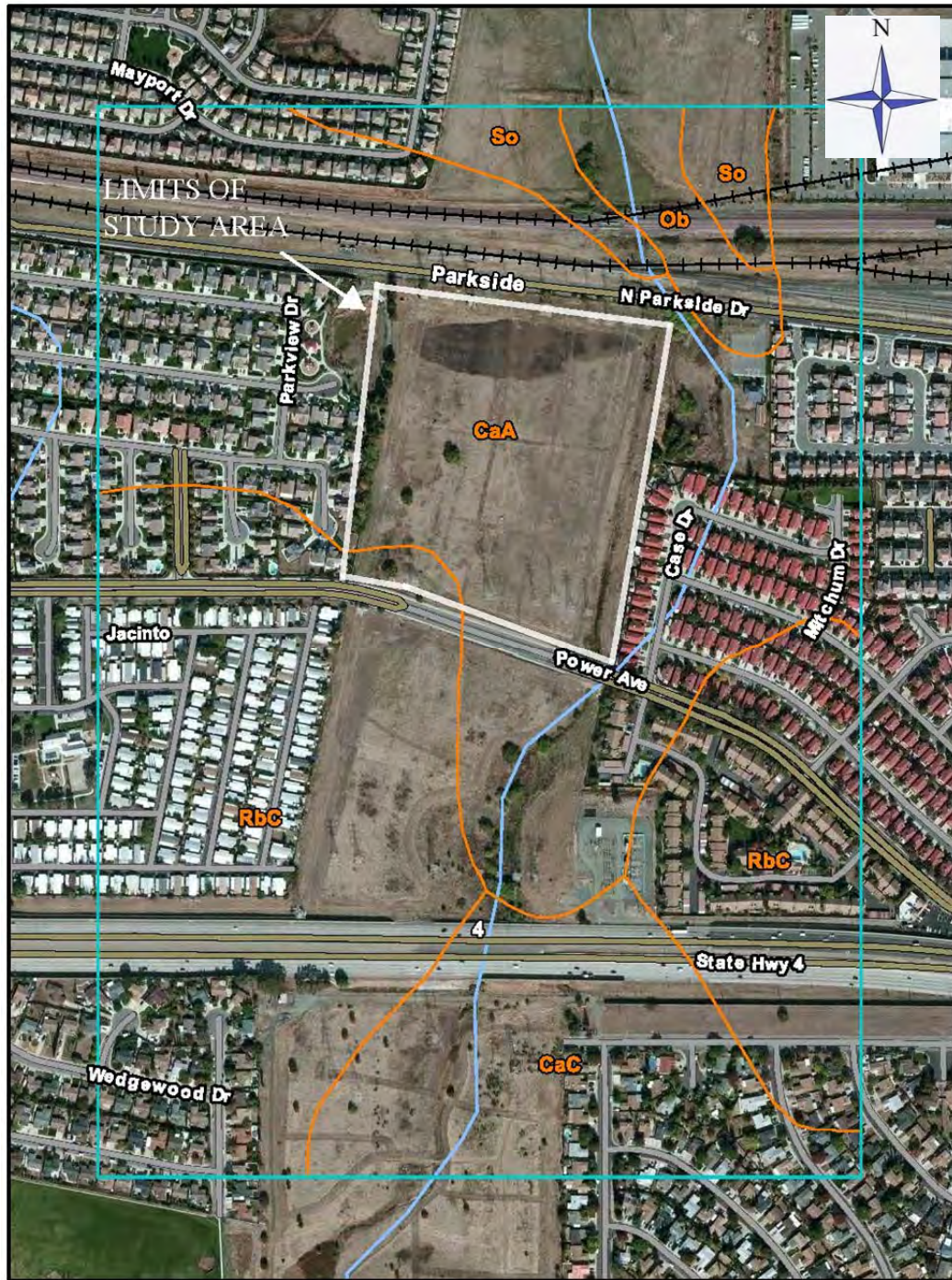
Hydric soils are those that have formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (USDA, 2006). Hydric soil indicators are formed as a result of the accumulation or loss of iron, manganese, sulfur, or carbon compounds. Some characteristic field indicators of hydric soils include the presence of histic epipedon, i.e., a thick organic layer at the surface, sulfidic odor, stratified layers of muck and mineral soils, muck, gleyed soils or soils with a low matrix chroma, redox depletions or concentrations, iron or manganese concretions, and soils listed as hydric by the USDA. Classified hydric soils for Contra Costa County are listed by the USDA (2007). The hydric soil criterion was found to be met at sample points 1-1, 1-2, 2-1, 3-1, and 4-1.

Two soil units are mapped as occurring within the study area (USDA, 2014). A description of each series and the mapped soil units is presented below. A map of the soil types in the project vicinity is presented in Figure 6.

Capay

The Capay series consists of moderately well-drained soils on lower edges of valley fill and on old benches that have been slowly dissected. These soils formed in alluvium from sedimentary rock. Slopes are 0 to 9 percent and elevation ranges from 3-153 m (10-500 ft) above sea level. The average annual temperature is 15°C (59°F), the average annual frost-free season is 250 to 300 days, and the average annual rainfall is 36-41 cm (14-16 in). Permeability and run-off are slow, and the hazard of erosion is slight. The series is classified as a typic chromoxerert (USDA, 1977). The natural vegetation consists of annual grasses and forbs with a few scattered oaks.

The specific mapping unit occurring in the study area is Capay clay, 0 to 2 percent slopes (CaA). Runoff is very slow, and there is no hazard of erosion where the soil is tilled and exposed. Included in this mapping unit are areas of Rincon clay loam, Brentwood clay loam, and Marcuse clay. Capay clay, 0 to 2 percent slopes is not



Source: USDA NRCS (2014)

Figure 6. Soil Types in the Project Vicinity

considered a hydric soil, but inclusions of Marcuse clay, which may be found in depressions within this soil unit, are listed as hydric (USDA, 2014). A majority of the study area is mapped as supporting this soil unit (see Figure 6).

Rincon

The Rincon series consists of well-drained soils mainly on benches. These soils formed in alluvial valley fill from sedimentary rock. Slopes are 0 to 15 percent and elevation ranges from 127-1270 m (50-500 ft) above sea level. The average annual temperature is 15°C (59°F), the average annual rainfall is 30-41 cm (12-16 in), and the average annual frost-free season is 260-300 days. Soils in the Rincon series are classified as mollic haploxeralfs (USDA, 1977). Vegetation consists of annual grasses, forbs and scattered oaks.

The specific mapping unit Rincon clay loam, 2-9 percent slopes (USDA code RbC), is found on benches with gently to moderate slopes. Soils have moderate and the hazard of erosion is slight where soils are tilled and exposed. Included with this soil are areas of Antioch loam and soils of alluvial fans. Rincon clay loam, 0-2 percent slopes, is not considered a hydric soil type (USDA, 2014). A small area of this soil unit is mapped as occurring in the southwestern portion of the study area.

4.0 SPECIAL-STATUS BIOLOGICAL RESOURCES

Existing and potentially occurring biological constraints at the subject parcel or potentially affected by the proposed action are discussed below.

4.1 Special-Status Natural Communities

Special-status natural communities are those that are considered rare in the region, support special-status plant or wildlife species, or receive regulatory protection under the CWA²⁰, LSAP²¹, and/or the Porter-Cologne Water Quality Control Act.²² A number of communities have been designated as rare and these communities are given the highest inventory priority (CNDDDB, 2015; CDFG, 2010). Vegetation alliances given a rarity ranking of G1, G2 or G3 are considered to be of high inventory priority, impacts on which may be regarded as significant under CEQA guidelines. Alliances ranked as G4 or G5 are generally considered common enough to not be of concern, impacts on

²⁰ CWA §401 and §404

²¹ CFGC Division 2, Chapter 6, §§1600-1607

²² Cal. Water Code §§13000-14920

which are not regarded as significant under CEQA guidelines (Sawyer et al., 2009; CDFG, 2010).²³

Riparian habitats are considered by federal and State regulatory agencies to represent a sensitive and declining resource. Wetlands and riparian areas can serve significant biological functions by providing nesting, breeding, foraging, and spawning habitat for a wide variety of resident and migratory wildlife species. Impacts to stream channels with a defined bed and bank are addressed specifically by the CFGC²⁴ and may be regulated under the CWA. The USACE regulates dredging and placement of fill into waters of the U.S., including wetlands, with oversight of permitting decisions by the U.S. Environmental Protection Agency (USEPA). The USFWS and the National Oceanic and Atmospheric Administration Fisheries Service (NOAA Fisheries Service) have input on permitting decisions by the USACE when an activity could affect wetland-dependent federally listed species.

Two special-status plant associations occur within the study area; Arroyo Willow Thickets and Creeping Rye Grass Turfs. In addition, areas of Salt Grass Flats, Baltic Rush Marsh, and Ruderal Seasonal Wetlands qualifying as wetlands under the federal definition would also be regarded as having special status.

As discussed in Section 3.4, both the eastern and western stormwater channels are expected to qualify as waters of the U.S. and waters of the State; impacts below the tops of bank are regulated and fall under the jurisdiction of the USACE, RWQCB, and the CDFW. In addition, impacts to trees whose canopies overlap with the tops of bank along the western channel are considered riparian in nature; impacts to these trees would require mitigation under any LSAP permits issued.

Wetland areas on the terrace outside of the two stormwater channels are considered to be regulated under the CWA and fall under the jurisdiction of the USACE. The wetland habitats mapped at this location include Saltgrass Flats, Baltic Rush Marsh, and Creeping Rye Grass Turfs.

As discussed in Section 3.4, above, the study area supports habitats and landscape features that are regulated under federal and State law. The limits of federal and State jurisdiction are illustrated in Appendix D. A summary of these features is presented in Table 1. Impact avoidance, minimization and compensatory measures are warranted, as outlined in Section 5.1, below.

²³ For an explanation of global and State rarity rankings, see Appendix C.

²⁴ CFGC §1600 et seq.

Table 1. Jurisdictional Features in the Study Area*

Habitat Type or Feature		Feet	Meters
USACE and State Jurisdictional*			
Perennial Wetland (below OHWM, associated with a stream course or detention basin)	area	44,833	4,169
	linear	1,507	460
Perennial Wetland (adjacent)	area	43,292	4,026
Total	area	88,125	8,196
USACE and State Jurisdictional	linear	1,507	460
State Jurisdictional only**			
Willow Thicket (associated with a stream course)	area	20,135	1,873
Stream Bank (non-wetland, above OHWM)	area	50,682	4,713
Total	area	70,817	3,500
State Jurisdictional only	linear	1,507	460
Grand Total	area	158,942	14,782
All Jurisdictional Features	linear	1,507	460

* Features below the OHWM and/or meeting the federal wetland definition; regulated under federal and State law.

** Features above the OHWM and regulated under State law only.

4.2 Special-Status Plant Species

Special-status plant species include all plant species that meet one or more of the following criteria:²⁵

- Listed or proposed for listing as threatened or endangered under the federal Endangered Species Act (FESA) or candidates for possible future listing as threatened or endangered under the FESA.²⁶
- Listed²⁷ or candidates for listing by the State of California as threatened or endangered under the California Endangered Species Act (CESA).²⁸ A species, subspecies, or variety of plant is **endangered** when the prospects of its survival and reproduction in the wild are in immediate jeopardy from one or more causes, including loss of habitat, change in habitat, over-exploitation,

²⁵ This definition is provided in CDFG (2009).

²⁶ 50 CFR §17.12

²⁷ Refer to current online published lists available at: <http://www.dfg.ca.gov/biogeodata>.

²⁸ CFGC §2050, et seq.

predation, competition, disease, or other factors.²⁹ A plant is **threatened** when it is likely to become endangered in the foreseeable future in the absence of special protection and management measures.³⁰

- Listed as rare under the California Native Plant Protection Act (CNPPA).³¹ A plant is **rare** when, although not presently threatened with extinction, the species, subspecies, or variety is found in such small numbers throughout its range that it may be endangered if its environment worsens.³² Meet the definition of rare or endangered under CEQA.³³ Species that may meet the definition of rare or endangered include the following:
- Species considered by the CNPS to be “rare, threatened or endangered in California” (Lists 1A, 1B and 2);
- Species that may warrant consideration on the basis of local significance or recent biological information;
- Some species included on the CNDDDB’s Special Plants, Bryophytes, and Lichens List.
- **Locally significant species**, that is, a species that is not rare from a statewide perspective but is rare or uncommon in a local context such as within a county or region³⁴ or is so designated in local or regional plans, policies, or ordinances.³⁵ Examples include a species at the outer limits of its known range or a species occurring on an uncommon soil type.

Impacts on special-status plants species, as thusly defined, may qualify as significant pursuant to the guidelines of the CEQA.

A total of 67 special-status plant species have been recorded from the nine 7.5-minute USGS Contra Costa County quadrangles including and surrounding the project site (CNPS, 2015); the CNDDDB (2015) lists only 46 special-status plant species and the USFWS (2015) lists only nine.

Based on the altered nature of the subject parcel and surroundings, soil types, existing habitats, and geographic location, the potential for occurrence of a majority of these target species can be ruled out entirely. And although the study area was deemed to provide marginally suitable habitat for four of the target species, they are not considered to have any potential for occurrence on site due to the site’s long history of

²⁹ CFGC §2062

³⁰ CFGC §2067

³¹ CFGC §1900, et seq.

³² CFGC §1901

³³ CEQA §15380[b] and [d]

³⁴ CEQA §15125 (c)

³⁵ CEQA Guidelines [Appendix G]

disturbance from farming practices and development. A summary of the target species that have been recorded from the project vicinity are summarized in Table 2; their locations are shown in Figure 7. A complete list of all special-status species evaluated as part of this analysis can be found in Appendix B. An explanation of all rarity status codes is provided in Appendix C.

One plant species of local interest, bugloss fiddleneck, was detected on site during the present survey. It is described below.

Bugloss Fiddleneck

Bugloss fiddleneck (*Amsinckia lycopoides*) is a small, narrow, erect annual herb in the borage family (Boraginaceae). It produces small, tubular, yellow flowers from a coiled inflorescence. It occurs throughout California in open, often disturbed sites below 400 m (1312 ft) in elevation. Within the study area, Bugloss fiddleneck occurs in moderate numbers in the non-native grassland along the south-north access road.

In the East Bay, Bugloss fiddleneck is only known from 12 sites in the East Bay, but occurs in relatively small populations that are potentially declining. It is on the CNPS East Bay Chapter's rank "B" list, a high-priority watch list (Lake, 2010). Impacts to plant species on this list would not be regarded as significant under CEQA guidelines.

4.3 Special-Status Animal Species

Special-status animal species include listed as Endangered, Threatened, Rare, or as Candidates for listing under the FESA (USFWS, 2014) or CESA (CDFW, 2014d). Other species regarded as having special-status include special animals, as listed by the CDFW (2015c). Additional animal species receive protection under the Bald and Golden Eagle Protection Act (BGEPA)³⁶ and the Migratory Bird Treaty Act (MBTA).³⁷ The CFGC provides specific language protecting birds and raptors³⁸, "fully protected birds"³⁹, "fully protected mammals"⁴⁰, "fully protected reptiles and amphibians"⁴¹ and "fully protected fish".⁴² The California Code of Federal Regulations⁴³ prohibits the take of Protected Amphibians⁴⁴, Protected Reptiles⁴⁵ and Protected Furbearers.⁴⁶ Additional

³⁶ 16 USC 668, et seq.

³⁷ 16 USC. 703-711

³⁸ §§3503 and 3503.5

³⁹ CFGC §3511

⁴⁰ CFGC §4700

⁴¹ CFGC §5050

⁴² CFGC §5515

⁴³ Title 14

⁴⁴ Chapter 5 §41

⁴⁵ Chapter 5 §42

⁴⁶ Chapter 5 §460

Table 2. Potentially Occurring Special-Status Plants from the Project Vicinity

Scientific Name	Common Name	Status**	Potential for Occurrence/Rationale
Federally and/or State Listed Species			
<i>Amsinckia grandiflora</i>	large-flowered fiddleneck	E/E/1B.1	None: marginally suitable habitat present; nearest locality is a 1993 record from Black Diamond Mines Regional Park 7.8 km SSE.
<i>Erysimum capitatum</i> var. <i>angustatum</i>	Contra Costa wallflower	E/E/1B.1	None: no suitable habitat present; nearest locality is a 1979 record from the W shoreline of Browns Isl. 2.6 km NE.
<i>Lasthenia conjugens</i>	Contra Costa goldfields	E/--/1B.1	None: no suitable habitat present; nearest locality is a 1895 record from Antioch 8.4 km ESE.
<i>Lilaeopsis masonii</i>	Mason's lilaeopsis	--/R/1B.1	None: no suitable habitat present; nearest locality is a 1999 record from the shoreline of Suisun Bay 2.6 km NE.
<i>Oenothera deltooides</i> ssp. <i>howellii</i>	Antioch Dunes evening primrose	E/E/1B.1	None: no suitable habitat present; nearest locality is a 1984 record from the W shoreline of Browns Isl. 2.6 km NE.
Other Special-Status Species			
<i>Arctostaphylos auriculata</i>	Mt. Diablo manzanita	--/--/1B.3	None: no suitable habitat present; would have been identifiable at time of survey. Nearest locality is a 1995 record from Black Diamond Mines Regional Park 8.0 km SE.
<i>Atriplex depressa</i>	brittlescale	--/--/1B.2	None: no suitable habitat present; nearest locality is a 1989 record from Deer Valley over 14 km to the SE.
<i>Atriplex joaquinana</i>	San Joaquin spearscale	--/--/1B.2	None: marginally suitable habitat present; nearest locality is a 1989 record from Deer Valley over 14 km to the SE.
<i>Blepharizonia plumosa</i>	big tarplant	--/--/1B.1	None: marginally suitable habitat present; nearest locality is a 1937 record from the center of Pittsburg 1.6 km ESE.
<i>California macrophylla</i>	round-leaved filaree	--/--/1B.1	None: no suitable undisturbed habitat present; nearest locality is a 2011 record from near the Delta View Golf Course 1.8 km to the S.
<i>Cicuta maculate</i> var. <i>bolanderi</i>	Bolander's water-hemlock	--/--/2B.1	None: no suitable habitat present; nearest locality is a 1999 record from W shoreline of Browns Isl. 2.6 km NE.
<i>Cryptantha hooveri</i>	Hoover's cryptantha	--/--/1A	None: no suitable habitat; presumed extinct. Nearest locality is a 1908 record from Antioch 9.3 km ESE.

<i>Eriogonum truncatum</i>	Mt. Diablo buckwheat	--/--/1B.1	None: no suitable habitat; presumed extinct. Nearest locality is a 1886 record from Antioch 9.3 km ESE.
<i>Eschscholzia rhombipetala</i>	diamond-petaled CA poppy	--/--/1B.1	None: no suitable habitat present; nearest locality is a 1889 record from Antioch 8.4 km ESE.
<i>Helianthella castanea</i>	Diablo helianthella	--/--/1B.2	None: no suitable habitat present; would have been identifiable during present survey. Nearest locality is a 2009 record from Black Diamond Mines Regional Park 8.5 km SSE.
<i>Lathyrus jepsonii</i> var. <i>jepsonii</i>	Delta tule pea	--/--/1B.2	None: no suitable habitat present; nearest locality is a 1978 record from the shoreline of Suisun Bay 2.3 km NW.
<i>Madia radiata</i>	showy golden madia	--/--/1B.1	None: marginally suitable habitat is present; nearest locality is a 1938 record from Markley Canyon 7.4 km SSE.
<i>Malacothamnus hallii</i>	Hall's bush-mallow	--/--/1B.2	None: no suitable habitat present; would have been identifiable at time of survey. Nearest locality is a 1931 record from Black Diamond Mines Regional Park 7.5 km SSE.
<i>Navarretia nigelliformis</i> ssp. <i>radians</i>	shining navarretia	--/--/1B.2	None: no suitable habitat present; nearest locality is a 2008 record from Contra Loma Regional Park 8.0 km SE.
<i>Senecio aphanactis</i>	chaparral ragwort	--/--/2B.2	None: no suitable habitat present; nearest locality is a 1933 record from Black Diamond Mines Regional Park 7.5 km SE.
<i>Symphytotrichum lentum</i>	Suisun Marsh aster	--/--/1B.2	None: no suitable habitat present; nearest locality is a 1991 record from the shoreline of Suisun Bay 2.6 km NE.

* Taxa recorded within 8 km (5 mi) of the project site, for which suitable habitat is present, or taxa of particular concern locally; see Appendix B for a complete list of all target species evaluated as part of this analysis

** Fed/State/CNPS - For an explanation of rarity codes, see Appendix C



Wood Biological Consulting, Inc. – Biological Site Assessment, Americana Park Bypass Channel

definitions are given in CEQA.⁴⁷ Impacts on special-status animal species, as thusly defined, may qualify as significant pursuant to the guidelines of the CEQA.

A total of 49 special-status animal species have been recorded in the nine 7.5-minute USGS Contra Costa County quadrangles including and surrounding the project site USGS quadrangles surrounding the project site (CNDDB, 2015; USFWS, 2015). Based on the developed nature of the subject parcel and surroundings, soil types, existing habitats, and geographic location, the potential for occurrence of 32 of the target species can be ruled out entirely.

The potential exists for the occurrence on site of eight of the target species. These species, along with other target species that are of particular concern in the project vicinity are summarized in Table 3; the recorded locations for CTS and CRF are shown in Figure 8. In addition, the potential exists for migratory birds to nest on site in trees, shrubs and grasslands. A complete list of all special-status species evaluated as part of this analysis can be found in Appendix B. An explanation of all rarity status codes is provided in Appendix C. Special-status animal species which have a potential to occur on site are discussed in more detail below.

Federal/State-Listed, Proposed, Candidate, or Fully Protected Fish and Wildlife Species

California Red-Legged Frog

The California red-legged frog (hereafter referred to as CRF) was listed as Threatened by the USFWS on May 23, 1996 and is designated a California Species of Special Concern (CDFW, 2015c, d). A recovery plan was published for CRF on September 12, 2002 (USFWS, 2002).

The CRF is distributed throughout 26 counties in California, but is most abundant in the San Francisco Bay Area. Populations have become isolated in the Sierra Nevada, northern Coast, northern and southern Transverse and Peninsular Ranges (Jennings and Hayes 1994; Stebbins, 2003). The CRF predominately inhabits permanent water sources such as streams, lakes, marshes, natural and man-made ponds, and ephemeral drainages in valley bottoms and foothills up to 1500 m (4920 ft) in elevation (Jennings and Hayes, 1994; Bulger, et al., 2003; Stebbins, 2003). The species breeds between November and April in standing or slow moving water with emergent vegetation, such as cattails, tules or overhanging willows (Hayes and Jennings, 1988). Egg masses containing 2,000 to 5,000 eggs are attached to vegetation below the surface and hatch after 6 to 14 days (Storer, 1925; Jennings and Hayes, 1994). Larvae undergo metamorphosis 3½ to 7 months following hatching and reach sexual maturity two to three years of age (Jennings and Hayes, 1984 and 1994).

⁴⁷ §15380(d)

Table 3. Potentially Occurring Special-Status Animals from the Project Vicinity

Scientific Name	Common Name	Status**	Potential for Occurrence
Federally and/or State Listed Species			
<i>Ambystoma californiense</i>	CA tiger salamander	FT/ST/SSC	Possible but not expected: there are 17 records from within 8 km of the site. See text for discussion.
<i>Apodemia mormo langei</i>	Lange's metalmark butterfly	E/--/SA	None: no suitable habitat present. Nearest locality is a 2008 record from the Antioch Dunes, 7 km E.
<i>Aquila chrysaetos</i>	golden eagle	--/--/FP	Not expected: marginally suitable nesting opportunities in project vicinity; could forage on site. Nearest locality is a 2008 record from Mt. Diablo Creek, 7.4 km SW.
<i>Branchinecta lynchi</i>	vernal pool fairy shrimp	FT/--/SA	None: no suitable habitat present. Nearest locality is a 2003 record from South Antioch, 12 km SW.
<i>Buteo swainsoni</i>	Swainson's hawk	--/ST/SA	Nesting not expected – could forage on site. Nearest nesting locality is a 2012 record 12.9 km ESE.
<i>Elanus leucurus</i>	white-tailed kite	--/--/FP	Possible: suitable nesting habitat present on site and nearby. Nearest locality is a 1985 record from North Antioch, 6.6 km ESE. See text for discussion.
<i>Laterallus jamaicensis coturniculus</i>	California black rail	--/ST/FP	None: no suitable habitat present.
<i>Masticophis lateralis euryxanthus</i>	Alameda whipsnake	FT/ST/--	None: no suitable habitat present.
<i>Oncorhynchus mykiss irideus</i>	steelhead - Central Valley DPS	FT/--/SA	None: no suitable habitat present.
<i>Rallus longirostris obsoletus</i>	CA clapper rail	E/E/FP	None: no suitable habitat present.
<i>Rana draytonii</i>	CA red-legged frog	FT/--/SSC	Possible but not expected: there are nine records from within 8 km of the site. Potential movement corridor only. See text for discussion.
<i>Reithrodontomys raviventris</i>	salt-marsh harvest mouse	E/E/FP	None: no suitable habitat present.
<i>Sternula antillarum browni</i>	CA least tern	E/E/FP	None: no suitable habitat present.
<i>Spirinchus thaleichthys</i>	longfin smelt	FC/ST/SSC	None: no suitable habitat present.
<i>Vulpes macrotis mutica</i>	San Joaquin kit fox	FE/ST/--	None: no suitable habitat present.

Other Special-Status Species			
<i>Agelaius tricolor</i>	tricolored blackbird	--/--/SSC	None: no suitable habitat present. Known locally from a 1980 record near Martinez.
<i>Antrozous pallidus</i>	pallid bat	--/--/SSC	None: no suitable roosting habitat present. Known locally from five historic records between 1907 and 1942.
<i>Athene cunicularia</i>	burrowing owl	--/--/SSC	Possible: suitable habitat present along tributary to Willow Creek. Known locally from 17 records. Nearest locality is a 2005 record 4.2 km WSW. Not detected during present survey. See text for discussion.
<i>Buteo regalis</i>	ferruginous hawk	--/--/WL	None: does not breed in CA, but could forage on site. There is a 2006 winter foraging record 5.6 km SW.
<i>Circus cyaneus</i>	northern harrier	--/--/SSC	Possible: marginally suitable nesting habitat in grasslands on site. There are no nearby records in CNDDDB. See text for discussion.
<i>Emys marmorata</i>	Pacific pond turtle	--/--/SSC	Possible but not expected: tributary to Willow Creek could facilitate movements between occupied habitat and the upper watershed. Nearest locality is a 2007 sighting from Willow Creek 1.0 km NE (Wood, pers. obs.) See text for discussion.
<i>Geothlypis trichas sinuosa</i>	saltmarsh common yellowthroat	--/--/SSC	None: no suitable habitat present. Nearest locality is a 2004 record 5.0 km NE.
<i>Lasiurus blossevillei</i>	western red bat	--/--/SSC	Possible: marginally suitable roost sites present. Known locally from a single non-specific 1998 record near Antioch. See text for discussion.
<i>Lasiurus cinereus</i>	hoary bat	--/--/SA	Possible: marginally suitable roost sites present. Known locally only from two non-specific 2001 records near Concord. See text for discussion.
<i>Linderiella occidentalis</i>	CA linderiella	--/--/SA	None: no suitable habitat present.
<i>Melospiza melodia maxillaris</i>	Suisun song sparrow	--/--/SSC	None: no suitable habitat present. Project site is situated within the area of a non-specific 1924 record (Occ. #39).
<i>Nyctinomops macrotis</i>	big free-tailed bat	--/--/SSC	None: no suitable maternal roost sites present. Known locally from a single 1979 record near Martinez.

<i>Phrynosoma blainvillii</i>	coast horned lizard	--/--/SSC	None: no suitable habitat present.
<i>Taxidea taxus</i>	American badger	--/--/SSC	None: site is too altered and heavily influenced by human activities. Known locally from three recent records in Deer Valley.

* Taxa recorded within 8 km (5 mi) of the project site, for which suitable habitat is present, or taxa of particular concern locally; see Appendix B for a complete list of all target species evaluated as part of this analysis

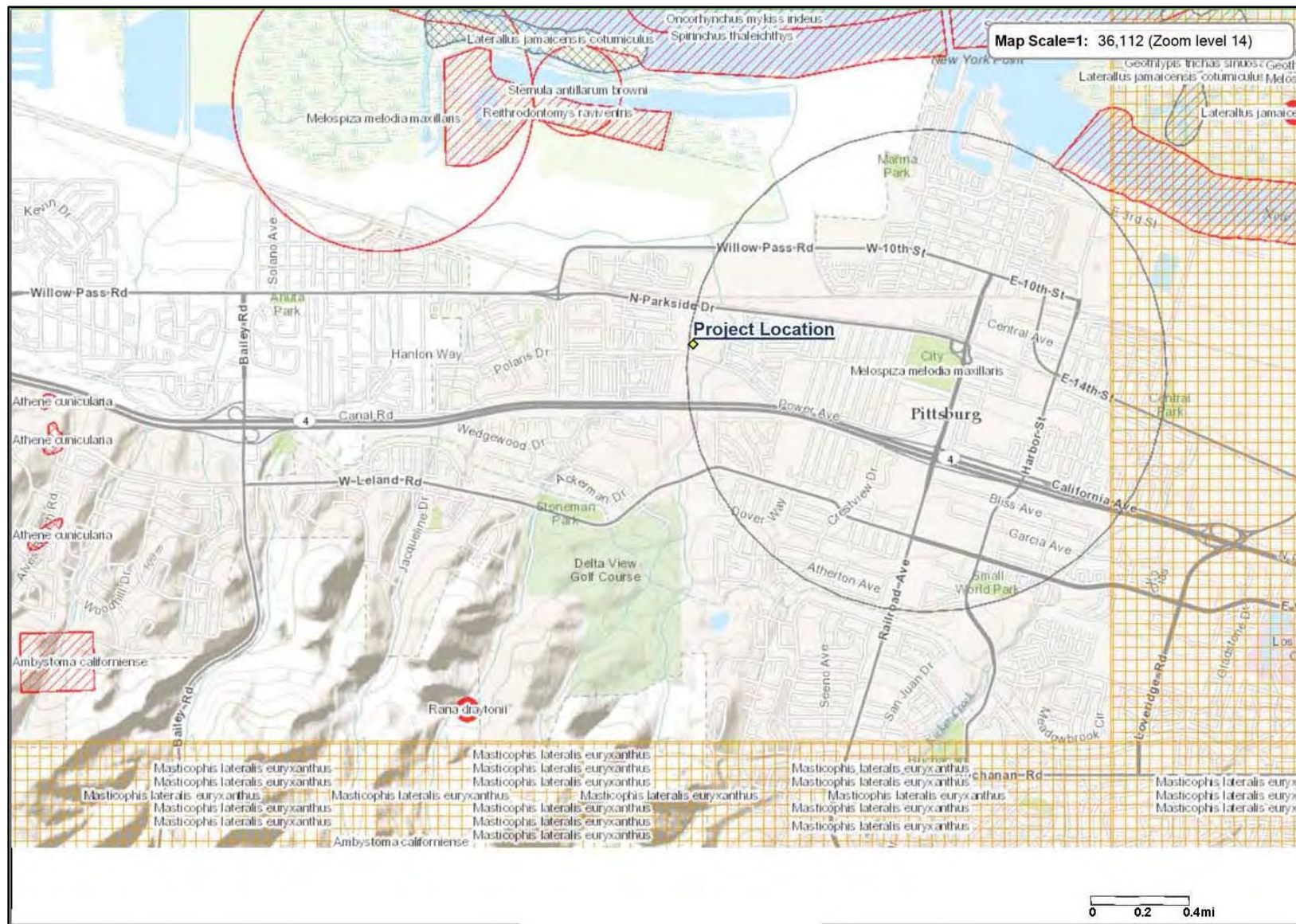
** Fed/State/CDFW - For an explanation of rarity codes, see Appendix C

Tatarian (2008) noted that a 57 percent of CRF fitted with radio transmitters in her Round Valley study area in eastern Contra Costa County stayed at their breeding pools, whereas 43% moved into adjacent upland habitat or to other aquatic sites. This study reported a peak of seasonal terrestrial movement in the fall months corresponding to 0.5 cm (0.2 in) of precipitation that tapered off into spring. Upland movement activities ranged from 1-71 m (3-233 ft), averaging 24.38 m (80 ft), and were associated with a variety of refugia including ground squirrel burrows at the bases of trees or rocks, logs, grass thatch, crevices, cow hoof prints, and a downed barn door; others were associated with upland sites lacking refugia (Tatarian, 2008). The majority of terrestrial movements lasted from 1 to 4 day; however, one female was reported to remain in upland habitat for 50 days (Tatarian, 2008). Uplands closer to aquatic sites were more often used and were more commonly associated with areas exhibiting higher object cover, e.g., small woody debris, rocks, and vegetative cover.

Critical Habitat: Critical Habitat was designated for CRF on April 13, 2006 and revisions to the critical habitat designation were proposed on September 16, 2008 and again on March 17, 2010 (USFWS, 2010). The project site is not located within designated or proposed critical habitat (USFWS, 2010) nor does it lie within the South and East San Francisco Bay Core Area (USFWS, 2002). The project would not impact habitat located within designated critical habitat.

Habitat Suitability and Occurrence Data: The project site is located north of the East San Francisco Bay Core Area but is in the larger Diablo Range and Salinas Valley Recovery Unit (USFWS, 2002). The adjacent PG&E right-of-way is mapped as suitable migration and aestivation habitat, as modeled in the East Contra Costa County Habitat Conservation Plan and Natural Community Conservation Plan (HCP; Jones & Stokes, 2006).

Nine occurrences of CRF have been reported within 8 km (5 mi) of the project site (CNDDDB, 2015). The nearest occurrence (Occ. #255) reported in 2000 from Keller Canyon approximately 3.4 km (2.1 mi) south-southwest of the site, comprised a single individual in created wetlands; two adult frogs were observed in 1998 (CNDDDB,



Source: CNDB (2014)

Figure 8. Special-Status Animal Records in the Project Vicinity

2015). Three additional recorded locations for CRF (Occ. #434, 42, 675) from the slopes south of State Route 4, 3.2-4.8 km (2-3 mi) to the west of Occ. #255. The species has not been recorded from the immediate vicinity of the project site and there is no suitable breeding habitat nearby. The nearest potential breeding habitat is approximately 1.6 km (1 mi) south of the project site (Figure 9).

The unnamed tributary to Willow Creek does not provide suitable cover to facilitate the movement of CRF. However, the tributary and surrounding seasonal wetlands and grasslands do provide potential cover and upland refugia for CRF. The storm channel at the western edge of the site does support a small amount of standing water, but it is not of sufficient depth to provide for the escape from predators or for breeding. The detention basin beyond the northwestern corner of the study area does not support ponded water outside of the rainy season.

The tributary to Willow Creek could function as a movement corridor for dispersing or migrating CRF from known breeding and non-breeding aquatic habitat located in the upper reaches of the watershed. However, given the lack of cover and plunge pools, and the presumed presence of an abundance of potential predators along the channel, such dispersals would be fraught with hazards for CRF individuals.

Despite the presence of a source population of CRF within 3.2 km (2 mi) of the project site, the likelihood of CRF moving across the project site is greatly reduced by the following conditions: 1) the lack of deep water ponds to provide refuge for migrating frog, 2) the highly developed nature of the surrounding area, 3) aquatic habitats downstream soon become saline and are therefore unsuitable for CRF, 4) the prevalence of homes and businesses adjacent to the stream channel which are expected to host and attract a variety of predators such as house and feral cats, raccoons, and Virginia possums.

Potential Project-Related Effects: Although the potential for occurrence of CRF on site at the time of construction is considered low, the potential nonetheless exists for the occurrence of transient CRF on site. If present during construction, direct mortality, injury and/or harassment of individuals could result. The CRF is a covered species under the HCP/NCCP. Impact avoidance, minimization and compensatory measures are warranted, as outlined in Section 5.3, below.



Wood Biological Consulting, Inc. – Biological Site Assessment, Americana Park Bypass Channel

California Tiger Salamander

Statewide populations of California tiger salamanders (hereafter referred to as CTS) were listed as Threatened by the USFWS on August 4, 2004.⁵⁰ There are three Distinct Population Segments (DPS) that receive protection under FESA. The Santa Barbara County and Sonoma County DPS, which are geographically isolated from the Central California DPS, were subsequently listed as Endangered by the USFWS on January 1, 2000 and July 22, 2002, respectively.⁵¹ The Central California DPS is listed as Threatened. All populations of CTS statewide were listed as Threatened under CESA by the CDFW on March 20, 2010 (CDFW, 2015c, d).

The CTS is a large, stocky, terrestrial salamander with a broad, rounded snout. Adults are about 20.3 cm (8 in) long; females are usually shorter than 17.8 cm (7 in) long. The species has a black body and white to yellow spots and bars on a black background on the back and sides. The belly varies from almost uniform white or pale yellow to a variegated pattern of white or pale yellow and black. The CTS has small eyes, with black irises, protrude from their heads.

The Central California DPS is found in four regions of the State; (1) the Bay Area (central and southern Alameda, Santa Clara, western Stanislaus, western Merced, and the majority of San Benito counties); (2) the Central Valley (Yolo, Sacramento, Solano, eastern Contra Costa, northeast Alameda, San Joaquin, Stanislaus, Merced, and northwestern Madera counties); (3) the southern San Joaquin Valley (portions of Madera, central Fresno, and northern Tulare and Kings counties); and (4) the Central Coast Range (southern Santa Cruz, Monterey, northern San Luis Obispo, and portions of western San Benito, Fresno, and Kern counties. Most populations occur at elevations below 458 m (1,500 ft), but CTS has been recorded at elevations up to 1,373 m (4,500 ft).

The CTS inhabits lowland grasslands, oak savannah, and mixed woodland habitats, and requires vernal pools, seasonal ponds, or semi-permanent calm waters that pond water for a minimum of three to four months in duration for breeding and larval maturation, and adjacent upland habitat with small mammal burrows for aestivation (Storer, 1925; Barry and Shaffer, 1994; Stebbins, 2003).

Salamanders begin migrating to breeding sites following the onset of autumn rains typically in November, and have been documented traveling distances up to 1.6 km (1 mi) (Austin and Shaffer, 1992). Eggs are laid singly or in small clusters on the pond bottom or attached to individual strands of vegetation (Storer, 1925; Shaffer and Fisher, 1991; Barry and Shaffer, 1994; Jennings and Hayes, 1994). Metamorphosis occurs a minimum of ten weeks following hatching and young migrate in mass when

⁵⁰ 69 FR 47212 and USFWS (2004).

⁵¹ 65 FR 3096, 67 FR 47726, and USFWS (2000, 2002).

temporary pools begin to dry in late spring or early summer (Anderson, 1968; Feaver, 1971; Jennings and Hayes, 1994; Stebbins, 2003). Juveniles and adults aestivate through the summer and fall typically in small mammal burrows, e. g., CA ground squirrels and pocket gopher (Shaffer, et al., 1993; Barry and Shaffer, 1994; Jennings and Hayes, 1994; Stebbins, 2003). The CTS is at risk due to loss of habitat from development of agriculture and grazing lands, habitat fragmentation, and introduction of predatory exotic species such as mosquitofish, bullfrogs, and Louisiana red swamp crayfish (Zeiner, et al., 1988; Shaffer, et al., 1993; and Jennings and Hayes, 1994).

Critical Habitat: Critical habitat for the central California population of CTS was designated on August 23, 2005⁵²; no Recovery Unit has been developed for the species. The project would not impact habitat located within designated critical habitat.

Habitat Suitability and Occurrence Data: Although there is no suitable breeding habitat for CTS within or near the project site, the adjacent PG&E right-of-way is mapped as suitable migration and aestivation habitat, as modeled in the HCP (Jones & Stokes, 2006).

A total of 17 occurrences of CTS have been reported within 8 km (5 mi) of the project site (CNDDB, 2015). The nearest occurrence (Occ. #700) reported in 2000 from Keller Canyon approximately 3.7 km (2.3 mi) south of the site, comprised two larvae collected in a stock pond (CNDDB, 2015). Two additional locations for CTS (Occ. #382, 383) are recorded from the upper watershed draining directly through the project site. The species has not been recorded from the immediate vicinity of the project site and there is no suitable breeding habitat nearby. The nearest potential breeding habitat is approximately 1.6 km (1mi) south of the project site (Figure 9).

The unnamed tributary and adjacent wetlands and grasslands provide potential cover and upland refugia for CTS. The intermittent channel also functions as a potential movement corridor for dispersing or migrating CTS from known breeding and non-breeding aquatic habitat located in the upper reaches of the watershed.

Despite the fact that seven sightings of CTS population have been recorded within 6 km (3.7 mi) of the project site, the likelihood of CTS moving across the project site is virtually eliminated by scheduling construction during the dry season, a period when CTS would not be moving above ground. Although burrows for fossorial (i.e., burrowing) mammals are present within the study area; such burrows may be used by CTS during summer aestivation. However, the highly developed nature of the project vicinity, the fact that aquatic habitats downstream soon become saline and are therefore unsuitable for CTS, and the prevalence of homes and businesses adjacent to

⁵² FR 70 49380 and USFWS (2005).

the stream channel which are expected to host and attract a variety of predators such as house and feral cats, raccoons, and Virginia possums diminish the likelihood that CTS would occur at the construction site.

Potential Project-Related Effects: Although the potential for occurrence of CTS on site at the time of construction is considered low, the potential nonetheless exists for the occurrence of transient CTS on site. If present during construction, direct mortality, injury and/or harassment of individuals could result. The CTS is a covered species under the HCP/NCCP. Impact avoidance, minimization and compensatory measures are warranted, as outlined in Section 5.3, below.

White-Tailed Kite

White-tailed kite (*Elanus leucurus*) is listed by the CDFW as a Fully Protected bird species; it is also protected under the MBTA and CFGC and is considered a migratory nongame bird of management concern by the USFWS (CDFW, 2015c). In the United States this species occurs in California, Texas and a disjunct group in Florida and has expanded its range into Washington and Oregon (Dunk, 1995). Generally, white-tailed kites are observed in low elevation grasslands, agricultural, wetland, oak-woodland or savannah habitats. The majority of their diet is made up of small mammals. This species nests in a wide variety of trees up to 50 m (164 ft) high, and, in some cases, shrubs as little as 3 m (9.8 ft) above the ground. Nests usually consist of platforms of small sticks, leaves, weed stalks, and similar materials lined with grass, hay or leaves. This species nests from February through August, with a peak in breeding occurring from late March through July.

Critical Habitat: White-tailed kite is not listed under FESA; as such, no critical habitat has been designated.

Habitat Suitability and Occurrence Data: Marginally suitable nesting habitat is present within the study area in the form of the riparian and eucalyptus trees along the western project boundary. Only a single record of nesting by the species has been reported from the nine USGS quadrangles surrounding the project site (CNDDDB, 2015); this occurrence was a nest reported in 1985 from Antioch, approximately 6.6 km (4.1 mi) east southeast of the site.

Potential Project-Related Effects: Due to the potential for occurrence of white-tailed kite in or near the study area, the potential also exists for direct mortality, injury and/or harassment of individuals during construction. Impact avoidance, minimization and compensatory measures are warranted, as outlined in Section 5.3, below.

Other Sensitive and Locally Rare Wildlife Species

Pacific Pond Turtle

The Pacific pond turtle (hereafter referred to as PPT; formerly known as western pond turtle) is a California Species of Special Concern (CDFW, 2015c). It is the only freshwater turtle native to greater California and is distributed along much of the western coast from the Puget Sound in Washington south to the Baja Peninsula, Mexico (Storer, 1925). The literature describes two subspecies of PPT; the northwestern pond turtle (*E. m. marmorata*) and the southwestern pond turtle (*E. m. pallida*). Overall, Pacific pond turtles are habitat generalists, and have been observed in slow-moving rivers and streams (e.g., in oxbows), lakes, reservoirs, permanent and ephemeral wetlands, stock ponds, and sewage treatment plants. They prefer aquatic habitat with refugia such as undercut banks and submerged vegetation (Holland, 1994), and require emergent basking sites such as mud banks, rocks, logs, and root wads to thermoregulate their body temperature (Holland, 1994; Bash, 1999). Pond turtles are omnivorous and feed on a variety of aquatic and terrestrial invertebrates, fish, amphibians and aquatic plants.

The PPT regularly utilizes upland terrestrial habitats, most often during the summer and winter, especially for oviposition (females), overwintering, seasonal terrestrial habitat use, and overland dispersal (Reese, 1996; Holland, 1994). Females have been reported ranging as far as 500 m (1640 ft) from a watercourse to find suitable nesting habitat (Reese and Welsh, 1997). Nest sites are most often situated on south or west-facing slopes, are sparsely vegetated with short grasses or forbs, and are scraped in sands or hard-packed, dry, silt or clay soils (Holland, 1994; Rathbun et al., 1992; Holte, 1998; Reese and Welsh, 1997). Pacific pond turtles exhibit high site fidelity, returning in sequential years to the same terrestrial site to nest or overwinter (Reese, 1996).

Females lay their clutch as early as late April in southern and central California to late July, although they predominantly lay in June and July. In the early morning or late afternoon, gravid females leave the water and move upland to nest (Holland, 1994). Natural incubation times vary, ranging from 80 to 100 days in California. In northern California and Oregon, hatchlings remaining the nest after hatching and overwinter, emerging in the spring. In southern and central California, those that don't overwinter emerge from the nest in the early fall (Holland, 1994).

Critical Habitat: No critical habitat has been designated for Pacific pond turtle.

Habitat Suitability and Occurrence Data: Pacific pond turtle has been observed in Willow Creek approximately 0.8 km (0.5 mi) north east of the project site (Wood, pers. obs., 2007). Two additional records (Occ. #144 and 145) have been reported from the shoreline of the San Joaquin River, less than 4.8 km (3 mi) east of the project (CNDDB, 2015). Marginally suitable breeding aquatic habitat is present on the banks of the

tributary to Willow Creek. Although not expected, the potential exists for PPT to disperse through the project site along the tributary to Willow Creek, as well as to lay eggs in burrows excavated in the channel banks.

Potential Project-Related Effects: Due to the potential for occurrence of PPT in the study area, the potential also exists for direct mortality, injury and/or harassment of individuals during construction. The PPT is a covered species under the HCP/NCCP. Impact avoidance, minimization and compensatory measures are warranted, as outlined in Section 5.3, below.

Burrowing Owl

The burrowing owl is a California Species of Special Concern and it is considered a bird species of conservation concern by the USFWS (CDFW 2015c). Like other passerines, it is also protected under the MBTA and CFGC, which prohibit the taking or destroying of any egg, bird or nest.

Burrowing owls range throughout the Central Valley, the inner and outer Coastal regions, portions of the San Francisco Bay Area, the southern California Coast from southern California to the Mexican Border, the Imperial Valley, and in portions of the desert and high desert habitats in southeastern and northeastern California. They require habitat with three basic attributes: open, well drained terrain; short, sparse vegetation; and underground burrows or burrow facsimiles. Throughout their range burrowing owls occupy grasslands, deserts, sagebrush scrub, agricultural areas (including pastures and untilled margins of cropland), earthen levees and berms, coastal uplands, urban vacant lots, and the margins of airports, golf courses, and roads (Haug, et al., 1993).

Burrowing owls rely on burrows excavated by fossorial (i.e., burrowing) mammals or reptiles, including prairie dogs, ground squirrels, badgers, skunks, armadillos, woodchucks, foxes, coyotes, and gopher tortoises (Karalus and Eckert, 1987). Where the number and availability of natural burrows is limited (for example, where burrows have been destroyed or ground squirrels eradicated), owls will occupy drainage culverts, cavities under piles of rubble, discarded pipe, and other tunnel like structures (Haug, et al., 1993). Like other owls, burrowing owls breed once each year in an extended reproductive period, during which most adults mate monogamously. Both sexes reach sexual maturity at one year of age. Clutch sizes vary, and the number of eggs laid is proportionate to prey abundance. The breeding season occurs from February 1 to August 31, but peaks between late April and July in most years.

Critical Habitat: Burrowing owl is not listed under FESA; as such, no critical habitat has been designated.

Habitat Suitability and Occurrence Data: Suitable nesting habitat is present in the grasslands on site as well as on the banks of the tributary to Willow Creek. Although no burrowing owls or their sign were observed, the presence of fossorial mammals in these areas indicates that suitable nesting habitat is present on site and nearby. Still, the high level human activity and limited foraging habitat nearby diminishes the likelihood of breeding by burrowing owl here. Four records of nesting by the species have been reported from within 8 km (5 mi) of the project site (CNDDDB, 2015); the nearest record (Occ. #1153) was made in 2008 from along the railroad tracks, approximately 5 km (3.1 mi) to the east. The PG&E right-of-way is modeled as suitable habitat in the HCP (Jones & Stokes, 2006).

Potential Project-Related Effects: Although presence of burrowing owls was not noted during the present survey, suitable nesting habitat is present on site and the species could take up residence prior to the initiation of construction. If burrowing owls are present on site or in the immediate vicinity, direct mortality, injury and/or harassment of individuals during construction. Burrowing owl is a covered species under the HCP/NCCP. Impact avoidance, minimization and compensatory measures are warranted, as outlined in Section 5.3, below.

Northern Harrier

The northern harrier (*Circus cyaneus*) is a California Species of Special Concern (CDFW, 2015C) and like other raptors, it is also protected under the MBTA and CFGC, which prohibit the taking or destroying of any egg, bird or nest.

This species inhabits grasslands, scrub habitats and marshes. Breeding typically occurs in shrubby vegetation near marshes from March to July, although nesting in grassland areas undisturbed by cattle grazing has been documented at various locations, some of which are several miles from water. It feeds primarily on voles and other small mammals, birds, frogs and insects. The species can be locally abundant where appropriate habitat exists but has decreased in numbers due to conversion of marsh habitat for human uses. Populations in the San Francisco Bay Area include migrants and wintering individuals from approximately September through March.

Critical Habitat: Northern harrier is not listed under FESA; as such, no critical habitat has been designated.

Habitat Suitability and Occurrence Data: Marginally suitable breeding habitat is present in the PG&E right-of-way through which the project crosses. The species has not been recorded from within 8 km (5 mi) of the project (CNDDDB, 2015).

Potential Project-Related Effects: Although presence of northern harrier was not noted during the present survey, suitable nesting habitat is present on site and the species could take up residence prior to the initiation of construction. If northern harriers are

nesting on site or in the immediate vicinity, direct mortality, injury and/or harassment of individuals during construction. Impact avoidance and minimization measures are warranted, as outlined in Section 5.3, below.

Special-Status Bat Species

Two special-status bat species are considered to have a potential to occur within the project site.

Western red bat (*Lasiurus blossevillei*) is a California Species of Special Concern (CDFW, 2015c). It is also listed as Sensitive by the U.S. Forest Service (USFS), and is considered by the WBWG to be a high priority for research and conservation actions. The western red bat highly migratory and has a broad distribution across western North America, and ranging through Mexico, Central America, to Argentina and Chile. It is a mostly solitary species, although they migrate in groups and forage in close association with one another in the summer. Western red bats are typically roost in the foliage of trees or shrubs, although roosting in caves has been observed. Day roosts are commonly in edge habitats adjacent to streams or open fields, in orchards, and sometimes in urban areas. There may be an association with intact riparian habitat (particularly willows, cottonwoods, and sycamores). Roost sites are generally hidden from view from all directions except below; lack obstruction beneath, allowing the bat to drop downward for flight; lack lower perches that would allow visibility by predators; have dark ground cover to minimize solar reflection; have nearby vegetation to reduce wind and dust; and are generally located on the south or southwest side of a tree. Western red bats mate in late summer and early fall; females are pregnant in the spring.

Hoary bat (*Lasiurus cinereus*) is included on California's list of Special Animals (CDFW, 2015c) and is considered by the WBWG to be of medium priority for research and conservation actions. The hoary bat is thought to be highly migratory, although migration routes have not been determined. The species occurs from northern Canada southward to at least Guatemala, and from Brazil to Argentina and Chile. It is a mostly solitary species, roosting in the foliage of conifers and deciduous trees in forested habitats; roosting in caves has also been reported. Hoary bats typically roost in trees at the edge of a clearing, near the ends of branches, 3-12 m (9.8-39 ft) above the ground (Bolster, 2005). The species probably mate in the fall; birth of young occurs May through July.

Critical Habitat: Neither of these bat species is listed under FESA; as such, no critical habitat has been designated.

Habitat Suitability and Occurrence Data: Marginally suitable roosting habitat is present within the study area in the form of the riparian and eucalyptus trees along the western edge of the site. The likelihood of these species occurring within or near the

project boundaries is low. There are no recent records of these species from the project vicinity other than a non-specific sighting of western red bat from Antioch in 1998 (CNDDDB, 2015).

Potential Project-Related Effects: Although presence of western red bat and hoary bat is considered unlikely, suitable roosting habitat is present on site. If special-status bats were present on site or in the immediate vicinity at the time of construction, direct mortality, injury and/or harassment of individuals during construction. Impact avoidance and minimization measures are warranted, as outlined in Section 5.3, below.

Migratory Birds

In addition to the specific target species evaluated above, the study area supports suitable nesting habitat for migratory raptors (i.e., birds of prey) and passerines (i.e., perching birds). Migratory birds are protected under the MBTA and MBTRA. Under the MBTA it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not. Bird species covered under the MBTA are summarized by the USFWS (2013). Certain other migratory birds receive protection under the BGEPA and CFGC.

The project site supports suitable nesting habitat for numerous species of migratory birds. Based on the amount of vegetative cover on site, including grasslands, wetlands, and riparian habitats, there is a high potential for the utilization of these habitat for breeding by such birds. Site clearing activities could result in a take of migratory birds. In addition, construction-related disturbances during the nesting season could result in nest abandonment and mortality of young, which would be a significant adverse effect pursuant to CEQA.

Impact avoidance and minimization measures are warranted, as outlined in Section 5.3, below.

5.0 DISCUSSION

Although highly modified from its natural condition as a result of historic land uses and development, the subject parcel supports an intermittent stream course, an artificial stormwater channel, riparian woodland, and a mosaic of perennial herbaceous wetlands. Impacts to these features are regulated under federal, State, and County laws and policies.

As outlined in Section 1.1, the proposed activity would require construction within two drainage courses, the removal of native riparian trees, and the excavation of a

new channel across a perennial wetland on a nearly level field. Permanent direct and indirect impacts on special-status plant associations would result.

Project implementation is not expected to result in any significant adverse impacts on special-status plant species. No further studies are warranted.

Although no special-status animal species were detected within the study area and none have been recorded on site, considering the site's proximity to known records of special-status species, the potential exists for numerous such species to occur on site. As summarized in Table 3, two federally or State-listed animal species (CA red-legged frog and CA tiger salamander) are known to occur in the project vicinity, and there is a low potential for dispersing individuals to occur on site. In addition, and six other special-status animal species (white-tailed kite, Pacific pond turtle, burrowing owl, northern harrier, western red bat, and hoary bat) and numerous species of migratory birds could occur on site at the time of construction.

Pursuant to CEQA guidelines, potentially significant adverse effects on regulated biological resources would result from project implementation. These impacts, along with measures to avoid, minimize or compensate for unavoidable or potential impacts are discussed below.

5.1 Special-status Natural Communities

Two special-status natural communities are present within the study area. These include Arroyo Willow Thicket Alliance and Creeping Rye Grass Turfs. Although not classified as special-status natural communities, *per se*, three additional plant associations would be regarded as having special-status because they meet the federal definition of wetlands. These include Salt Grass Flat, Baltic Rush Marsh, and Ruderal Seasonal Wetland. Impacts to these habitats would be regarded as significant under CEQA guidelines.

In addition, the unnamed tributary to Willow Creek and the stormwater channel on the western edge of the study area are presumed to fall under federal and State jurisdiction. Pursuant to the CWA, the USACE would exert regulatory authority over wetlands and that portion of both channels falling between the limits of the OHWM. Pursuant to the CFGC, the CDFW would exert regulatory authority that portion of both channels between the tops of bank as well as the outward limits of the associated riparian habitat. Impacts to these features are regulated under the CWA and CFGC.

A map showing the expected limits of jurisdiction is provided in Appendix D.

Implications for Proposed Project: Waters of the U.S./Waters of the State

The proposed activity would result in significant impacts on waters of the U.S. and waters of the State, including wetlands and riparian habitat. Significant impacts include the placement of temporary and permanent fill into the water course to facilitate its rerouting into a buried culvert and open channel segment, temporary dewatering of the western storm channel, the construction of bank armoring, excavation in wetlands, and removal of riparian habitat. Such impacts would be regulated under federal and State law and would require prior authorization from federal, State and local regulatory agencies. Impacts on the water courses would be considered significant under CEQA guidelines.

Avoidance/Minimization/Mitigation Measures: In order to avoid, minimize and compensate for unavoidable impacts on wetlands, riparian habitat and other waters of the U.S./waters of the State, the following measures should be implemented:

- 1) The project has been designed in such a way as to minimize direct and indirect impacts on regulated aquatic features. The preliminary concept was to cut an open channel across the utility corridor permitting direct diversion of storm flows from the storm drain to the tributary to Willow Creek. Such a design would truncate the stormwater sheet flow directed onto the field and which sustains the perennial wetlands there. The hydrologic connection to as much as 0.3 ha (0.75 ac) of wetlands would have been severed, leading to their conversion to upland grasslands. The redesigned project avoids these wetlands entirely.
- 2) Prior to construction, the project proponent will need to secure authorization from the USACE, CDFW and RWQCB in conformance to the CWA and LSAP.
- 3) A copy of this report should be submitted to the USACE, CDFW and RWQCB in support of the permit application process. Work may not proceed until authorization has been received from these agencies.
- 4) Coordination with the East Contra Costa County Habitat Conservancy is also required. Participation in the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP; Jones and Stokes, 2006) is expected to satisfy the requirements of the regulatory agencies for compensatory mitigation for unavoidable impacts on stream channels, wetlands and riparian habitat. A copy of the HCP/NCCP Planning Survey Report should be included with the submittals to each agency.
- 5) Per the terms of the adopted HCP/NCCP, a wetland mitigation fee may be paid in-lieu of habitat restoration *in situ*. If accepted by the regulatory agencies, no additional mitigation for wetland impacts is required. The payment of in-lieu fees must be made prior to issuance of a grading permit. If a grading permit is not required, fees must be paid prior to issuance of the first construction permit.

- 6) For all work within and adjacent to stream channels and ditches, best management practices (BMPs) must be incorporated into the project design to prevent erosion, sedimentation, and the release of other contaminants into the water way.

Additional measures may be outlined in the conditions of the permits issued by the USACE, CDFW and RWQCB. All permit conditions must be conformed to.

5.2 Special-Status Plant Species

No federally listed, State-listed, or other special-status plant species were detected and none is expected to occur within the project site. Project implementation would not result in any significant impacts to special-status species. No further surveys, mitigation measures, or impact avoidance/minimization measures are required.

5.3 Special-Status Animal Species

No special-status animal species have been detected within the study area, or have been recorded on site (CNDDDB, 2015). However, based on an evaluation of existing habitats on site, connectivity to suitable habitat, and proximity to recorded localities, the potential exists for construction activities to adversely affect as many as eight special-status wildlife species, as well as migratory birds.

Construction could result in direct and indirect effects to special-status wildlife species through direct mortality, injury or harassment of individuals and the loss of suitable breeding, non-breeding aquatic, roosting, foraging, and dispersal habitat and/or daily/seasonal movement corridors.

Impacts to special-status species and migratory birds would be deemed significant pursuant to CEQA guidelines. Impacts to these species can be appropriately mitigated or avoided with the implementation of the following measures. These measures should serve to reduce impacts to a less-than-significant level, in conformance with CEQA.

Implications for Future Development: Impacts on Special-Status Amphibians and Reptiles

The presence of known populations of CA tiger salamander (CTS), CA red-legged frog (CRF), and Pacific pond turtle (PPT) has been recorded within 6 km (3.7 mi), 1.6 km (1 mi), and 0.8 km (0.5 mi) respectively. Although the occurrence of these species is considered unlikely, the lack of significant barriers to movement between known source populations and the project site means that the potential exists for these species to move into harm's way prior to or during construction.

Direct and indirect impacts to the CTS, CRF and PPT would be considered significant under CEQA guidelines.

Avoidance/Minimization/Mitigation Measures: Although the occurrence on site of CTS, CRF, and PPT is considered unlikely, construction activities in and adjacent to the channels could result in a take. The following measures should be implemented:

- 1) Participation in the HCP/NCCP. The City should participate in the HCP/NCCP. Participation in the HCP/NCCP would provide the City with incidental take coverage for CTS, CRF, and PPT. Under the HCP/NCCP, no preconstruction surveys are required.
- 2) Seasonal Avoidance. Work should be limited to the dry season, from April 15 to October 15.
- 3) Minimize Nighttime Work. Nighttime construction should be restricted to avoid effects on nocturnally active species such as CRF.
- 4) Onsite Construction Personnel Education Program. Before commencement of construction activities, a qualified biologist should conduct an environmental awareness program for all construction personnel. At a minimum the training should include a description of special-status species that could be encountered, their habitats, regulatory status, protective measures, work boundaries, lines of communication, reporting requirements, and the implications of violations of applicable laws.
- 5) Wildlife Exclusion Fencing. Prior to the start of construction, wildlife exclusion fencing (WEF)⁵³ should be installed to isolate the work area from any habitats potentially supporting special-status animals or through which such species may move. The final project plans should indicate where and how the WEF is to be installed. The bid solicitation package special provisions should provide further instructions to the contractor about acceptable fencing material. The fencing should remain throughout the duration of the work activities, be regularly inspected and properly maintained by the contractor. Fencing and stakes shall be completely removed following project completion.
- 6) Preconstruction Surveys. Under the HCP/NCCP, preconstruction survey for CTS and CRF are not required. A preconstruction survey for PPT will be conducted immediately prior to vegetation clearing and construction activities within the both channels.
- 7) Best Management Practices (BMPs). Prior to the initiation of work Best Management Practices (BMPs) should be in place to prevent the release of any pollutants or sediment into the creek, storm drains, or tributaries; all BMPs

⁵³ Wildlife Exclusion Fencing should provide a barrier for terrestrial wildlife gaining access to the project work areas. The fencing may vary to meet the needs of a particular species, but should be buried and/or backfilled to prevent animals passing under the fence and should be high enough to deter reptiles and amphibian or small mammals from climbing or jumping over the fence. Acceptable fencing materials including Animex® wildlife exclusion fencing, ERTEC E-Fence™ (Ertec Environmental Systems LLC), plywood, corrugated metal, and silt fencing .

should be properly maintained. Leaks, drips, and spills of hydraulic fluid, oil, or fuel from construction equipment should be promptly cleaned up to prevent contamination of water ways. All workers should be properly trained regarding the importance of preventing and cleaning up spills of contaminants. Protective measures should include, at a minimum:

- a) No discharge of pollutants from vehicle and equipment cleaning should be allowed into any storm drains or watercourses.
 - b) Spill containment kits should be maintained onsite at all times during construction operations and/or staging or fueling of equipment.
 - c) Coir rolls or straw wattles should be installed along or at the base of slopes during construction to capture sediment.
- 8) Erosion Control. Protection of graded areas from erosion using a combination of silt fences, fiber rolls along toes of slopes or along edges of designated staging areas, and erosion control netting (such as jute or coir) as appropriate on sloped areas.
- 9) Construction Site Restrictions. The following site restrictions should be implemented to avoid adversely affecting sensitive habitats and harm or harassment to listed species:
- a) Any fill material should be certified to be non-toxic and weed free.
 - b) All food and food-related trash items should be enclosed in sealed trash containers and removed completely from the site at the end of each day.
 - c) No pets from project personnel should be allowed anywhere on the project site during construction.
 - d) No firearms should be allowed on the project site except for those carried by authorized security personnel, or local, State or Federal law enforcement officials.
 - e) All equipment should be maintained such that there are no leaks of automotive fluids such as gasoline, oils or solvents and a Spill Response Plan should be prepared. Hazardous materials such as fuels, oils, solvents, *etc.* should be stored in sealable containers in a designated location that is isolated from wetlands and aquatic habitats.
 - f) Servicing of vehicles and construction equipment including fueling, cleaning, and maintenance should occur only at sites isolated from any aquatic habitat unless separated by topographic or drainage barrier or unless it is an already existing gas station. Staging areas may occur closer to the project activities as required.
10. Proper Use of Erosion Control Devices. Plastic mono-filament netting (e.g., that used with erosion control matting) or similar material should not be used within the action area; wildlife can become entangled or trapped such non-biodegradable materials. Acceptable substitutes include coconut coir matting, tackified hydroseeding, blown straw, or other organic mulching material.

Implications for Future Development: Impacts on Special-Status and Migratory Bird Species

Within the study area, trees, shrubs, vines, and grasslands provide suitable nesting habitat for three special-status bird species (white-tailed kite, burrowing owl, and northern harrier) as well as many other migratory bird species. Ground disturbing activities (e.g., grubbing, grading, trenching, and tree removal or pruning) could result in direct or indirect impacts to nesting birds by causing the destruction or abandonment of occupied nests. Direct and indirect impacts to special-status and migratory bird species would be considered significant under CEQA guidelines.

Avoidance/Minimization/Mitigation Measures – Western Burrowing Owl: In order to avoid impacts to western burrowing owl during project implementation, the measures outlined below should be implemented.

- 1) Prior to the initiation of any ground-disturbing activities (i.e., site clearing, disking, grading, etc.), an assessment of habitats on site for burrowing owl should be performed by a qualified biologist. The preconstruction survey should be conducted at least 30 days prior to the beginning of work and should conform to the most recent survey protocol (e.g., CBOC 1997).
- 2) If there are no suitable burrowing sites on site or within 153 m (500 ft) of the limits of work, site clearing or grading may proceed.
- 3) If suitable burrows are detected during the breeding season (February 1 through August 31), focused surveys, conforming to published protocol (CBOC, 1997), should be conducted to determine the presence or absence of burrowing owl. To avoid added costs of having to repeat survey work, focused surveys should be delayed until the project is closer to implementation, generally no more than 30 days prior to grading or site clearing. Focused surveys consist of four separate surveys to observe each burrow, conducted over four days.
- 4) If occupied burrowing owl nest sites are detected, work may not proceed. The taking of burrowing owls or occupied nests is prohibited under CFGC.⁵⁴ Nest sites must be flagged and protected by a designated disturbance-free buffer zone of at least 76 m (250 ft). Relocation (i.e., passive exclusion) of burrowing owls is only permitted during the non-breeding season (September 1 through January 31), and in consultation with CDFW. Owls should be excluded from burrows in the immediate impact zone and within a 160-foot buffer zone by installing one-way doors in burrow entrances. Burrow doors should be in place for 48 hours prior to the initiation of grading.

⁵⁴ CFGC §§3503, 3503.5 and 3800

Avoidance/Minimization/Mitigation Measures – White-tailed Kite, Northern Harrier and Other Migratory Birds: In order to avoid impacts to special-status and other migratory bird species during project implementation, the measures outlined below should be implemented.

- 1) The removal of trees and shrubs should be minimized to the extent practicable.
- 2) If ground-disturbing activities (i.e., site clearing, disking, grading, etc.) can be performed outside of the nesting season (i.e., between September 1 and January 31), no surveys additional surveys are warranted.
- 3) If ground disturbing activities are scheduled to commence during the breeding season (i.e., between February 1 and August 31), preconstruction surveys should be conducted by a qualified biologist within the 76 m (250 ft) radius of the project footprint no more than two weeks prior to commencing with ground-disturbing activities.
- 4) If no active nests are found, no further measures are necessary.
- 5) If active nests (i.e. nests with eggs or young birds present) are found, a no-disturbance buffer zone should be established at a distance sufficient to minimize disruption of breeding based on the nest location, topography, cover, the specie's tolerance to disturbance, and the type/duration of potential disturbance. No work should occur within the non-disturbance buffers until the young birds have fledged. The size of the buffer zone should be determined by the project biologist; typically non-disturbance buffer zones are 15 m (50 ft) for passerines and 92 m (300 ft) for raptors.
- 6) If work must be performed during the breeding season and within the designated buffer zone, a qualified biologist should monitor the work site and the nest to determine if work activities are causing substantial stress on the breeding pair. If it is determined that project activities threaten the successful breeding of the pair, work should cease immediately.
- 7) If project activities result in the abandonment of the occupied nest of a migratory or special-status bird, the CDFW and/or the USFWS Division of Migratory Bird Management should be contacted for further guidance.

Implications for Future Development: Impacts on Special-Status Bat Species

Although not observed during any surveys, suitable roosting habitat is present within the study area for two special-status bat species the western red bat and hoary bat. Roosting opportunities for bats are somewhat limited and maternity roosts are not likely to be present within the study area. Nonetheless, the mature native riparian and ornamental trees could support roosting by bats.

The proposed project would require the removal and/or pruning of mature trees. If present, the bat roosts could be inadvertently destroyed. In addition, construction

activities in the vicinity of a maternity roost could result in roost abandonment and mortality of young. The destruction of the roosts of special-status bat species or disturbance of maternity roosting would be a violation of the CFGC and would be considered a significant impact pursuant to CEQA.

Avoidance/Minimization/Mitigation Measures – Special-status Bat Species: In order to avoid impacts to special-status bat species during project implementation, the measures outlined below should be implemented.

- 1) No more than two weeks prior to the cutting or pruning of any trees, or the initiation of site clearing, a preconstruction survey should be performed by a qualified biologist. The biologist should inspect all suitable bat roosting habitat, including snags, rotten stumps, mature trees with broken limbs, exfoliating bark, and dense foliage, within and adjacent to the limits of work. If no sign of occupation by bats is observed, work may proceed. If site clearing or tree cutting is postponed for more than two weeks, the inspection should be repeated.
- 2) If evidence of potential roosting by bats is detected, the CDFW should be consulted regarding appropriate protective measures. At a minimum, to avoid direct impacts on special-status bats, the measures outlined below should be followed before removing or trimming any trees suspected of supporting an active roost:
 - If a tree provides potentially suitable roosting habitat, but bats are not present, the project biologist may exclude bats by sealing cavities, pruning limbs, or removing the entire tree. Trees and snags with cavities or loose bark that exhibit evidence of use by bats may be scheduled for humane bat exclusion and eviction, conducted during appropriate seasons and supervised by the bat biologist.
 - If the bat biologist determines or presumes bats are present, the bat biologist will exclude the bats from suitable tree cavities by installing one-way exclusion devices. After the bats vacate the cavities, the bat biologist will plug the cavities or remove the limbs. The construction contractor will only remove trees after the bat biologist verifies that the exclusion methods have successfully prevented bats from returning, usually in seven to 10 days. To avoid impacts on non-volant bats, the biologist will only conduct bat exclusion and eviction.

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APPENDIX A. SITE PHOTOGRAPHS

Site photographs, April 17, 2014, November 17, 2014, and January 20-21, 2015



View of tributary to Willow Creek, E end of alignment, looking S (1/20/15)

View of tributary to Willow Creek, E end of alignment, looking N (1/20/15)





View of channel bottom of tributary to Willow Creek, looking S (1/20/15)

View from E end of alignment, looking W (1/20/15)





View from middle end of alignment, looking W (1/20/15)

View from middle end of alignment, looking E(1/20/15)





View from W end of alignment, looking E(1/21/15)

View of future basin outfall location, looking N (1/21/15)





View of future basin outfall location, looking W (1/21/15)

View of drainage inlet into detention basin from future outfall, looking S (1/21/15)





Culvert outfall at S end of study area, looking S (4/17/14)

Surface drainage below culverts, looking N (11/17/14)





Baltic rush marsh, S end of wetland area, looking N (4/17/14)

Baltic rush marsh, N end of wetland area, looking S (4/17/14)





Creeping rye grass turf, spring growth (4/17/14)

Creeping rye grass turf, fall growth (11/17/14)



APPENDIX B. DATABASE PRINT-OUTS FOR SPECIAL-STATUS SPECIES

California Natural Diversity Database (2015)

USFWS Database (2015)

California Native Plant Society (2015)



Selected Elements by Scientific Name

California Department of Fish and Wildlife

California Natural Diversity Database



Query Criteria: County is (Contra Costa) and Quad is (Antioch North (3812117) or Antioch South (3712187) or Birds Landing (3812127) or Clayton (3712188) or Denverton (3812128) or Fairfield South (3812221) or Honker Bay (3812118) or Vine Hill (3812211) or Walnut Creek (3712281))

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<i>Agelaius tricolor</i> tricolored blackbird	ABPBXB0020	None	None	G2G3	S1S2	SSC
<i>Ambystoma californiense</i> California tiger salamander	AAAAA01180	Threatened	Threatened	G2G3	S2S3	SSC
<i>Amsinckia grandiflora</i> large-flowered fiddleneck	PDBOR01050	Endangered	Endangered	G1	S1	1B.1
<i>Andrena blennospermatis</i> Blennosperma vernal pool andrenid bee	IIHYM35030	None	None	G2	S2	
<i>Anniella pulchra pulchra</i> silvery legless lizard	ARACC01012	None	None	G3G4T3T4Q	S3	SSC
<i>Anomobryum julaceum</i> slender silver moss	NBMUS80010	None	None	G4G5	S2	4.2
<i>Anthicus antiochensis</i> Antioch Dunes anthicid beetle	IICOL49020	None	None	G1	S1	
<i>Antrozous pallidus</i> pallid bat	AMACC10010	None	None	G5	S3	SSC
<i>Apodemia mormo langei</i> Lange's metalmark butterfly	IILEPH7012	Endangered	None	G5T1	S1	
<i>Aquila chrysaetos</i> golden eagle	ABNKC22010	None	None	G5	S3	FP
<i>Archoplites interruptus</i> Sacramento perch	AFCQB07010	None	None	G2G3	S1	SSC
<i>Arctostaphylos auriculata</i> Mt. Diablo manzanita	PDERI04040	None	None	G2	S2	1B.3
<i>Arctostaphylos manzanita ssp. laevigata</i> Contra Costa manzanita	PDERI04273	None	None	G5T2	S2	1B.2
<i>Athene cunicularia</i> burrowing owl	ABNSB10010	None	None	G4	S3	SSC
<i>Atriplex depressa</i> brittlescale	PDCHE042L0	None	None	G2	S2	1B.2
<i>Blepharizonia plumosa</i> big tarplant	PDAST1C011	None	None	G2	S2	1B.1
<i>Bombus caliginosus</i> obscure bumble bee	IIHYM24380	None	None	G4?	S1S2	
<i>Bombus crotchii</i> Crotch bumble bee	IIHYM24480	None	None	G3G4	S1S2	
<i>Branchinecta lynchi</i> vernal pool fairy shrimp	ICBRA03030	Threatened	None	G3	S3	



Selected Elements by Scientific Name
California Department of Fish and Wildlife
California Natural Diversity Database



Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<i>Buteo regalis</i> ferruginous hawk	ABNKC19120	None	None	G4	S3S4	WL
<i>Buteo swainsoni</i> Swainson's hawk	ABNKC19070	None	Threatened	G5	S3	
<i>California macrophylla</i> round-leaved filaree	PDGER01070	None	None	G3?	S3?	1B.2
<i>Callophrys mossii bayensis</i> San Bruno elfin butterfly	IILEPE2202	Endangered	None	G4T1	S1	
<i>Calochortus pulchellus</i> Mt. Diablo fairy-lantern	PMLIL0D160	None	None	G2	S2	1B.2
<i>Campanula exigua</i> chaparral harebell	PDCAM020A0	None	None	G2	S2	1B.2
<i>Centromadia parryi ssp. congonii</i> Congdon's tarplant	PDAST4R0P1	None	None	G3T2	S2	1B.1
<i>Chloropyron molle ssp. molle</i> soft salty bird's-beak	PDSCR0J0D2	Endangered	Rare	G2T1	S1	1B.2
<i>Cicuta maculata var. bolanderi</i> Bolander's water-hemlock	PDAP10M051	None	None	G5T3T4	S2	2B.1
<i>Coastal Brackish Marsh</i> Coastal Brackish Marsh	CTT52200CA	None	None	G2	S2.1	
<i>Coelus gracilis</i> San Joaquin dune beetle	IICOL4A020	None	None	G1	S1	
<i>Cordylanthus nidularius</i> Mt. Diablo bird's-beak	PDSCR0J0F0	None	Rare	G1	S1	1B.1
<i>Corynorhinus townsendii</i> Townsend's big-eared bat	AMACC08010	None	Candidate Threatened	G3G4	S2	SSC
<i>Cryptantha hooveri</i> Hoover's cryptantha	PDBOR0A190	None	None	GH	SH	1A
<i>Delphinium californicum ssp. interius</i> Hospital Canyon larkspur	PDRAN0B0A2	None	None	G3T3	S3	1B.2
<i>Dipodomys heermanni berkeleyensis</i> Berkeley kangaroo rat	AMAFD03061	None	None	G3G4T1	S1	
<i>Efferia antiochi</i> Antioch efferian robberfly	IIDIP07010	None	None	G1G2	S1S2	
<i>Elanus leucurus</i> white-tailed kite	ABNKC06010	None	None	G5	S3S4	FP
<i>Emys marmorata</i> western pond turtle	ARAAD02030	None	None	G3G4	S3	SSC
<i>Eriastrum ertterae</i> Lime Ridge eriastrum	PDPLM030F0	None	None	G1	S1	1B.1
<i>Eriogonum nudum var. psychicola</i> Antioch Dunes buckwheat	PDPGN0849Q	None	None	G5T1	S1	1B.1



Selected Elements by Scientific Name
California Department of Fish and Wildlife
California Natural Diversity Database



Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<i>Eriogonum truncatum</i> Mt. Diablo buckwheat	PDPGN085Z0	None	None	G2	S2	1B.1
<i>Erysimum capitatum</i> var. <i>angustatum</i> Contra Costa wallflower	PDBRA16052	Endangered	Endangered	G5T1	S1	1B.1
<i>Eschscholzia rhombipetala</i> diamond-petaled California poppy	PDPAP0A0D0	None	None	G1	S1	1B.1
<i>Eucerceris ruficeps</i> redheaded sphecoid wasp	IIHYM18010	None	None	G1G3	S1S2	
<i>Extriplex joaquinana</i> San Joaquin spearscale	PDCHE041F3	None	None	G2	S2	1B.2
<i>Fritillaria liliacea</i> fragrant fritillary	PMLIL0V0C0	None	None	G2	S2	1B.2
<i>Geothlypis trichas sinuosa</i> saltmarsh common yellowthroat	ABPBX1201A	None	None	G5T3	S3	SSC
<i>Grimmia torenii</i> Toren's grimmia	NBMUS32330	None	None	G2	S2	1B.3
<i>Helianthella castanea</i> Diablo helianthella	PDAST4M020	None	None	G2	S2	1B.2
<i>Helminthoglypta nickliniana bridgesi</i> Bridges' coast range shoulderband	IMGASC2362	None	None	G3T1	S1	
<i>Hesperolinon breweri</i> Brewer's western flax	PDLIN01030	None	None	G2?	S2?	1B.2
<i>Idiostatus middlekauffi</i> Middlekauff's shieldback katydid	IIORT31010	None	None	G1G2	S1	
<i>Isocoma arguta</i> Carquinez goldenbush	PDAST57050	None	None	G1	S1	1B.1
<i>Lasiurus blossevillii</i> western red bat	AMACC05060	None	None	G5	S3	SSC
<i>Lasiurus cinereus</i> hoary bat	AMACC05030	None	None	G5	S4	
<i>Lasthenia conjugens</i> Contra Costa goldfields	PDAST5L040	Endangered	None	G1	S1	1B.1
<i>Laterallus jamaicensis coturniculus</i> California black rail	ABNME03041	None	Threatened	G3G4T1	S1	FP
<i>Lathyrus jepsonii</i> var. <i>jepsonii</i> Delta tule pea	PDFAB250D2	None	None	G5T2	S2	1B.2
<i>Lepidurus packardii</i> vernal pool tadpole shrimp	ICBRA10010	Endangered	None	G3	S2S3	
<i>Lilaeopsis masonii</i> Mason's lilaeopsis	PDAPI19030	None	Rare	G2	S2	1B.1
<i>Limosella australis</i> Delta mudwort	PDSCR10050	None	None	G4G5	S2	2B.1



Selected Elements by Scientific Name

California Department of Fish and Wildlife

California Natural Diversity Database



Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<i>Linderiella occidentalis</i> California linderiella	ICBRA06010	None	None	G2G3	S2S3	
<i>Lytta molesta</i> molestan blister beetle	IICOL4C030	None	None	G2	S2	
<i>Madia radiata</i> showy golden madia	PDAST650E0	None	None	G2	S2	1B.1
<i>Malacothamnus hallii</i> Hall's bush-mallow	PDMAL0Q0F0	None	None	G2	S2	1B.2
<i>Masticophis lateralis euryxanthus</i> Alameda whipsnake	ARADB21031	Threatened	Threatened	G4T2	S2	
<i>Melospiza melodia</i> song sparrow ("Modesto" population)	ABPBXA3010	None	None	G5	S3?	SSC
<i>Melospiza melodia maxillaris</i> Suisun song sparrow	ABPBXA301K	None	None	G5T3	S3	SSC
<i>Metapogon hurdi</i> Hurd's metapogon robberfly	IIDIP08010	None	None	G1G3	S1S3	
<i>Monolopia gracilens</i> woodland woollythreads	PDAST6G010	None	None	G3	S3	1B.2
<i>Myrmosula pacifica</i> Antioch multilid wasp	IIHYM15010	None	None	GH	SH	
<i>Navarretia gowenii</i> Lime Ridge navarretia	PDPLM0C120	None	None	G1	S1	1B.1
<i>Navarretia nigelliformis ssp. radians</i> shining navarretia	PDPLM0C0J2	None	None	G4T2	S2	1B.2
<i>Nyctinomops macrotis</i> big free-tailed bat	AMACD04020	None	None	G5	S3	SSC
<i>Oenothera deltoides ssp. howellii</i> Antioch Dunes evening-primrose	PDONA0C0B4	Endangered	Endangered	G5T1	S1	1B.1
<i>Oncorhynchus mykiss irideus</i> steelhead - Central Valley DPS	AFCHA0209K	Threatened	None	G5T2Q	S2	
<i>Perdita scitula antiochensis</i> Antioch andrenid bee	IIHYM01031	None	None	G1T1	S1	
<i>Perognathus inornatus</i> San Joaquin Pocket Mouse	AMAFD01060	None	None	G2G3	S2S3	
<i>Phacelia phacelioides</i> Mt. Diablo phacelia	PDHYD0C3Q0	None	None	G1	S1	1B.2
<i>Philanthus nasalis</i> Antioch specid wasp	IIHYM20010	None	None	G1	S1	
<i>Phrynosoma blainvillii</i> coast horned lizard	ARACF12100	None	None	G3G4	S3S4	SSC
<i>Rallus longirostris obsoletus</i> California clapper rail	ABNME05016	Endangered	Endangered	G5T1	S1	FP



Selected Elements by Scientific Name
California Department of Fish and Wildlife
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Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
<i>Rana draytonii</i> California red-legged frog	AAABH01022	Threatened	None	G2G3	S2S3	SSC
<i>Reithrodontomys raviventris</i> salt-marsh harvest mouse	AMAFF02040	Endangered	Endangered	G1G2	S1S2	FP
<i>Sanicula saxatilis</i> rock sanicle	PDAP11Z0H0	None	Rare	G2	S2	1B.2
<i>Senecio aphanactis</i> chaparral ragwort	PDAST8H060	None	None	G3?	S2	2B.2
<i>Serpentine Bunchgrass</i> Serpentine Bunchgrass	CTT42130CA	None	None	G2	S2.2	
<i>Sphecodogastra antiochensis</i> Antioch Dunes halictid bee	IIHYM78010	None	None	G1	S1	
<i>Spirinchus thaleichthys</i> longfin smelt	AFCHB03010	Candidate	Threatened	G5	S1	SSC
<i>Stabilized Interior Dunes</i> Stabilized Interior Dunes	CTT23100CA	None	None	G1	S1.1	
<i>Sternula antillarum browni</i> California least tern	ABNNM08103	Endangered	Endangered	G4T2T3Q	S2	FP
<i>Streptanthus albidus ssp. peramoenus</i> most beautiful jewelflower	PDBRA2G012	None	None	G2T2	S2	1B.2
<i>Streptanthus hispidus</i> Mt. Diablo jewelflower	PDBRA2G0M0	None	None	G1	S1	1B.3
<i>Stuckenia filiformis ssp. alpina</i> slender-leaved pondweed	PMPOT03091	None	None	G5T5	S3	2B.2
<i>Symphyotrichum lentum</i> Suisun Marsh aster	PDASTE8470	None	None	G2	S2	1B.2
<i>Taxidea taxus</i> American badger	AMAJF04010	None	None	G5	S3	SSC
<i>Thamnophis gigas</i> giant garter snake	ARADB36150	Threatened	Threatened	G2	S2	
<i>Triquetrella californica</i> coastal triquetrella	NBMUS7S010	None	None	G2	S2	1B.2
<i>Tropidocarpum capparideum</i> caper-fruited tropidocarpum	PDBRA2R010	None	None	G1	S1	1B.1
<i>Viburnum ellipticum</i> oval-leaved viburnum	PDCPR07080	None	None	G4G5	S3?	2B.3
<i>Vulpes macrotis mutica</i> San Joaquin kit fox	AMAJA03041	Endangered	Threatened	G4T2	S2	

Record Count: 101

Americana Park Bypass

IPaC Trust Resource Report

Generated November 11, 2015 01:56 PM MST

This report is for informational purposes only and should not be used for planning or analyzing project-level impacts. For projects that require FWS review, please return to this project on the IPaC website and request an official species list from the Regulatory Documents page.



US Fish & Wildlife Service

IPaC Trust Resource Report



Project Description

NAME

Americana Park Bypass

PROJECT CODE

5V2YN-W3VfV-DRRDG-TVJOA-IZJ7UY

LOCATION

Contra Costa County, California

DESCRIPTION

No description provided



U.S. Fish & Wildlife Contact Information

Species in this report are managed by:

Sacramento Fish And Wildlife Office

Federal Building

2800 COTTAGE WAY, ROOM W-2605

Sacramento, CA 95825-1846

(916) 414-6600

Endangered Species

Proposed, candidate, threatened, and endangered species that are managed by the [Endangered Species Program](#) and should be considered as part of an effect analysis for this project.

This unofficial species list is for informational purposes only and does not fulfill the requirements under [Section 7](#) of the Endangered Species Act, which states that Federal agencies are required to "request of the Secretary of Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action." This requirement applies to projects which are conducted, permitted or licensed by any Federal agency.

A letter from the local office and a species list which fulfills this requirement can be obtained by returning to this project on the IPaC website and requesting an official species list on the Regulatory Documents page.

Amphibians

California Red-legged Frog *Rana draytonii* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=D02D>

California Tiger Salamander *Ambystoma californiense* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=D01T>

Birds

California Clapper Rail *Rallus longirostris obsoletus* Endangered

CRITICAL HABITAT

No critical habitat has been designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B04A>

California Least Tern *Sterna antillarum browni* Endangered

CRITICAL HABITAT

No critical habitat has been designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B03X>

Crustaceans

Vernal Pool Fairy Shrimp *Branchinecta lynchi* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=K03G>

Vernal Pool Tadpole Shrimp *Lepidurus packardii* Endangered

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=K048>

Fishes

Delta Smelt *Hypomesus transpacificus* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=E070>

Flowering Plants

Antioch Dunes Evening-primrose *Oenothera deltoides* ssp. *howellii* Endangered

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=Q1ZN>

Soft Bird's-beak *Cordylanthus mollis* ssp. *mollis* Endangered

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=Q0GT>

Insects

Delta Green Ground Beetle *Elaphrus viridis* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=I01G>

San Bruno Elfyn Butterfly *Callophrys mossii bayensis* Endangered

CRITICAL HABITAT

No critical habitat has been designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=I00Q>

Valley Elderberry Longhorn Beetle *Desmocerus californicus dimorphus* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=I01L>

Mammals

Salt Marsh Harvest Mouse *Reithrodontomys raviventris*

Endangered

CRITICAL HABITAT

No critical habitat has been designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=A03Y>

Reptiles

Alameda Whipsnake (=striped Racer) *Masticophis lateralis euryxanthus*

Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=C04A>

Giant Garter Snake *Thamnophis gigas*

Threatened

CRITICAL HABITAT

No critical habitat has been designated for this species.

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=C057>

Critical Habitats

Potential effects to critical habitat(s) within the project area must be analyzed along with the endangered species themselves.

Delta Smelt Critical Habitat Final designated

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=E070#crithab>

Migratory Birds

Birds are protected by the [Migratory Bird Treaty Act](#) and the [Bald and Golden Eagle Protection Act](#).

Any activity which results in the take of migratory birds or eagles is prohibited unless authorized by the U.S. Fish and Wildlife Service ([1](#)). There are no provisions for allowing the take of migratory birds that are unintentionally killed or injured.

You are responsible for complying with the appropriate regulations for the protection of birds as part of this project. This involves analyzing potential impacts and implementing appropriate conservation measures for all project activities.

Bald Eagle *Haliaeetus leucocephalus*

Year-round

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B008>

Bird of conservation concern

Bell's Sparrow *Amphispiza belli*

Year-round

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0HE>

Bird of conservation concern

Black Oystercatcher *Haematopus bachmani*

Year-round

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0KJ>

Bird of conservation concern

Black Rail *Laterallus jamaicensis*

Season: Breeding

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B09A>

Bird of conservation concern

Burrowing Owl *Athene cunicularia*

Year-round

Bird of conservation concern

Common Yellowthroat *Geothlypis trichas sinuosa*

Season: Breeding

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B080>

Bird of conservation concern

Costa's Hummingbird *Calypte costae*

Season: Breeding

Bird of conservation concern

Fox Sparrow *Passerella iliaca*

Season: Wintering

Bird of conservation concern

Lawrence's Goldfinch *Carduelis lawrencei*

Season: Breeding

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0J8>

Bird of conservation concern

Least Bittern *Ixobrychus exilis*

Season: Breeding

Bird of conservation concern

Lesser Yellowlegs *Tringa flavipes*

Season: Wintering

Bird of conservation concern

Lewis's Woodpecker *Melanerpes lewis*

Season: Wintering

Bird of conservation concern

Loggerhead Shrike *Lanius ludovicianus*

Year-round

<https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0FY>

Bird of conservation concern

Long-billed Curlew <i>Numenius americanus</i>	Bird of conservation concern
Season: Wintering https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B06S	
Marbled Godwit <i>Limosa fedoa</i>	Bird of conservation concern
Season: Wintering https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0JL	
Mountain Plover <i>Charadrius montanus</i>	Bird of conservation concern
Season: Wintering https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B078	
Nuttall's Woodpecker <i>Picoides nuttallii</i>	Bird of conservation concern
Year-round	
Oak Titmouse <i>Baeolophus inornatus</i>	Bird of conservation concern
Year-round	
Peregrine Falcon <i>Falco peregrinus</i>	Bird of conservation concern
Year-round https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0FU	
Short-billed Dowitcher <i>Limnodromus griseus</i>	Bird of conservation concern
Season: Wintering	
Short-eared Owl <i>Asio flammeus</i>	Bird of conservation concern
Season: Wintering https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0HD	
Song Sparrow <i>Melospiza melodia maxillaris</i>	Bird of conservation concern
Year-round https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B08R	
Swainson's Hawk <i>Buteo swainsoni</i>	Bird of conservation concern
Season: Wintering https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B070	
Tricolored Blackbird <i>Agelaius tricolor</i>	Bird of conservation concern
Year-round https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B06P	
Yellow Rail <i>Coturnicops noveboracensis</i>	Bird of conservation concern
Season: Wintering https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0JG	
Yellow-billed Magpie <i>Pica nuttalli</i>	Bird of conservation concern
Year-round https://ecos.fws.gov/speciesProfile/profile/speciesProfile.action?spcode=B0N8	

Refuges

Any activity proposed on [National Wildlife Refuge](#) lands must undergo a 'Compatibility Determination' conducted by the Refuge. If your project overlaps or otherwise impacts a Refuge, please contact that Refuge to discuss the authorization process.

There are no refuges within this project area

Wetlands

Impacts to [NWI wetlands](#) and other aquatic habitats from your project may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal Statutes.

Project proponents should discuss the relationship of these requirements to their project with the Regulatory Program of the appropriate [U.S. Army Corps of Engineers District](#).

DATA LIMITATIONS

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

DATA EXCLUSIONS

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

DATA PRECAUTIONS

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

Freshwater Emergent Wetland

PEM1Ch 0.713 acre

Riverine

R4SBC 5.14 acres

Plant List

67 matches found. *Click on scientific name for details*

Search Criteria

Found in Contra Costa County, Found in 9 Quads around 38121A8

Scientific Name	Common Name	Family	Lifeform	Rare Plant Rank	State Rank	Global Rank
<u>Amsinckia grandiflora</u>	large-flowered fiddleneck	Boraginaceae	annual herb	1B.1	S1	G1
<u>Amsinckia lunaris</u>	bent-flowered fiddleneck	Boraginaceae	annual herb	1B.2	S2?	G2?
<u>Androsace elongata ssp. acuta</u>	California androsace	Primulaceae	annual herb	4.2	S3S4	G5? T3T4
<u>Anomobryum julaceum</u>	slender silver moss	Bryaceae	moss	4.2	S2	G4G5
<u>Arabis blepharophylla</u>	coast rockcress	Brassicaceae	perennial herb	4.3	S4	G4
<u>Arctostaphylos auriculata</u>	Mt. Diablo manzanita	Ericaceae	perennial evergreen shrub	1B.3	S2	G2
<u>Arctostaphylos manzanita ssp. laevigata</u>	Contra Costa manzanita	Ericaceae	perennial evergreen shrub	1B.2	S2	G5T2
<u>Astragalus tener var. tener</u>	alkali milk-vetch	Fabaceae	annual herb	1B.2	S2	G2T2
<u>Atriplex cordulata var. cordulata</u>	heartscale	Chenopodiaceae	annual herb	1B.2	S2	G3T2
<u>Atriplex coronata var. coronata</u>	crownscale	Chenopodiaceae	annual herb	4.2	S3	G4T3
<u>Atriplex depressa</u>	brittscale	Chenopodiaceae	annual herb	1B.2	S2	G2
<u>Blepharizonia plumosa</u>	big tarplant	Asteraceae	annual herb	1B.1	S2	G2
<u>Calandrinia breweri</u>	Brewer's calandrinia	Montiaceae	annual herb	4.2	S34	G4
<u>California macrophylla</u>	round-leaved filaree	Geraniaceae	annual herb	1B.2	S3?	G3?
<u>Calochortus pulchellus</u>	Mt. Diablo fairy-lantern	Liliaceae	perennial bulbiferous herb	1B.2	S2	G2
<u>Calochortus umbellatus</u>	Oakland star-tulip	Liliaceae	perennial bulbiferous herb	4.2	S4	G4
<u>Campanula exigua</u>	chaparral harebell	Campanulaceae	annual herb	1B.2	S2	G2
<u>Castilleja ambigua var. ambigua</u>	johnny-nip	Orobanchaceae	annual herb (hemiparasitic)	4.2	S4	G4T5
<u>Centromadia parryi ssp. congdonii</u>	Congdon's tarplant	Asteraceae	annual herb	1B.1	S2	G3T2
<u>Chloropyron molle ssp. molle</u>	soft bird's-beak	Orobanchaceae	annual herb (hemiparasitic)	1B.2	S1	G2T1
<u>Cicuta maculata var. bolanderi</u>	Bolander's water-hemlock	Apiaceae	perennial herb	2B.1	S2	G5T3T4

<u>Collomia diversifolia</u>	serpentine collomia	Polemoniaceae	annual herb	4.3	S4	G4
<u>Convolvulus simulans</u>	small-flowered morning-glory	Convolvulaceae	annual herb	4.2	S4	G4
<u>Cordylanthus nidularius</u>	Mt. Diablo bird's-beak	Orobanchaceae	annual herb (hemiparasitic)	1B.1	S1	G1
<u>Cryptantha hooveri</u>	Hoover's cryptantha	Boraginaceae	annual herb	1A	SH	GH
<u>Delphinium californicum ssp. interius</u>	Hospital Canyon larkspur	Ranunculaceae	perennial herb	1B.2	S3	G3T3
<u>Eleocharis parvula</u>	small spikerush	Cyperaceae	perennial herb	4.3	S4	G5
<u>Eriastrum ertterae</u>	Lime Ridge eriastrum	Polemoniaceae	annual herb	1B.1	S1	G1
<u>Eriogonum nudum var. psychicola</u>	Antioch Dunes buckwheat	Polygonaceae	perennial herb	1B.1	S1	G5T1
<u>Eriogonum truncatum</u>	Mt. Diablo buckwheat	Polygonaceae	annual herb	1B.1	S2	G2
<u>Eriophyllum jepsonii</u>	Jepson's woolly sunflower	Asteraceae	perennial herb	4.3	S3	G3
<u>Erysimum capitatum var. angustatum</u>	Contra Costa wallflower	Brassicaceae	perennial herb	1B.1	S1	G5T1
<u>Eschscholzia rhombipetala</u>	diamond-petaled California poppy	Papaveraceae	annual herb	1B.1	S1	G1
<u>Extriplex joaquinana</u>	San Joaquin spearscale	Chenopodiaceae	annual herb	1B.2	S2	G2
<u>Fritillaria agrestis</u>	stinkbells	Liliaceae	perennial bulbiferous herb	4.2	S3	G3
<u>Fritillaria liliacea</u>	fragrant fritillary	Liliaceae	perennial bulbiferous herb	1B.2	S2	G2
<u>Galium andrewsii ssp. gatense</u>	phlox-leaf serpentine bedstraw	Rubiaceae	perennial herb	4.2	S3	G5T3
<u>Grimmia torenii</u>	Toren's grimmia	Grimmiaceae	moss	1B.3	S2	G2
<u>Helianthella castanea</u>	Diablo helianthella	Asteraceae	perennial herb	1B.2	S2	G2
<u>Hesperolinon breweri</u>	Brewer's western flax	Linaceae	annual herb	1B.2	S2?	G2?
<u>Lasthenia conjugens</u>	Contra Costa goldfields	Asteraceae	annual herb	1B.1	S1	G1
<u>Lasthenia ferrisiae</u>	Ferris' goldfields	Asteraceae	annual herb	4.2	S3	G3
<u>Lathyrus jepsonii var. jepsonii</u>	Delta tule pea	Fabaceae	perennial herb	1B.2	S2	G5T2
<u>Lilaeopsis masonii</u>	Mason's lilaeopsis	Apiaceae	perennial rhizomatous herb	1B.1	S2	G2
<u>Limosella australis</u>	Delta mudwort	Scrophulariaceae	perennial stoloniferous herb	2B.1	S2	G4G5
<u>Madia radiata</u>	showy golden madia	Asteraceae	annual herb	1B.1	S2	G2
<u>Malacothamnus hallii</u>	Hall's bush-mallow	Malvaceae	perennial evergreen shrub	1B.2	S2	G2
<u>Micropus amphibolus</u>	Mt. Diablo cottonweed	Asteraceae	annual herb	3.2	S3S4	G3G4
<u>Monolopia gracilens</u>	woodland woollythreads	Asteraceae	annual herb	1B.2	S3	G3
<u>Myosurus minimus ssp. apus</u>	little mouseltail	Ranunculaceae	annual herb	3.1	S2	G5T2Q
<u>Navarretia gowenii</u>	Lime Ridge navarretia	Polemoniaceae	annual herb	1B.1	S1	G1
<u>Navarretia nigelliformis ssp. nigelliformis</u>	adobe navarretia	Polemoniaceae	annual herb	4.2	S3	G4T3
<u>Navarretia nigelliformis ssp.</u>						

<u>radians</u>	shining navarretia	Polemoniaceae	annual herb	1B.2	S2	G4T2
<u>Oenothera deltooides ssp. howellii</u>	Antioch Dunes evening-primrose	Onagraceae	perennial herb	1B.1	S1	G5T1
<u>Phacelia phacelioides</u>	Mt. Diablo phacelia	Boraginaceae	annual herb	1B.2	S1	G1
<u>Puccinellia simplex</u>	California alkali grass	Poaceae	annual herb	1B.2	S2S3	G2G3
<u>Ranunculus lobbii</u>	Lobb's aquatic buttercup	Ranunculaceae	annual herb	4.2	S3	G4
<u>Sanicula saxatilis</u>	rock sanicle	Apiaceae	perennial herb	1B.2	S2	G2
<u>Senecio aphanactis</u>	chaparral ragwort	Asteraceae	annual herb	2B.2	S2	G3?
<u>Streptanthus albidus ssp. peramoenus</u>	most beautiful jewel-flower	Brassicaceae	annual herb	1B.2	S2	G2T2
<u>Streptanthus hispidus</u>	Mt. Diablo jewel-flower	Brassicaceae	annual herb	1B.3	S1	G1
<u>Stuckenia filiformis ssp. alpina</u>	slender-leaved pondweed	Potamogetonaceae	perennial rhizomatous herb	2B.2	S3	G5T5
<u>Symphotrichum lentum</u>	Suisun Marsh aster	Asteraceae	perennial rhizomatous herb	1B.2	S2	G2
<u>Trifolium hydrophilum</u>	saline clover	Fabaceae	annual herb	1B.2	S2	G2
<u>Triquetrella californica</u>	coastal triquetrella	Pottiaceae	moss	1B.2	S2	G2
<u>Tropidocarpum capparideum</u>	caper-fruited tropidocarpum	Brassicaceae	annual herb	1B.1	S1	G1
<u>Viburnum ellipticum</u>	oval-leaved viburnum	Adoxaceae	perennial deciduous shrub	2B.3	S3?	G4G5

Suggested Citation

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APPENDIX C. EXPLANATION OF RARITY STATUS CODES

EXPLANATION OF RARITY STATUS CODES

ENDANGERED SPECIES ACT (ESA) LISTING CODES

FE = federally listed as Endangered
FT = federally listed as Threatened
FPE = proposed for listing Endangered
FPT = proposed for listing Threatened
FC = federal candidate; former Category 1 candidates
FD/FPD = delisted/proposed for delisting
BCC = Bird Species of Conservation Concern
SC = species of concern; established by NMFS, effective April 15, 2004.

CALIFORNIA ENDANGERED SPECIES ACT (CESA) LISTING CODES

SE = state-listed as Endangered
ST = state-listed as Threatened
SR = state-listed as Rare
SCE = state candidate for listing as Endangered
SCT = state candidate for listing as Threatened
SD/SCD = delisted/State candidate for delisting

GLOBAL AND STATE RANKINGS

G1/S1 = Critically imperiled: at high risk of extinction, extremely rare.
G2/S2 = Imperiled: at high risk of extinction, restricted range, very few populations.
G3/S3 = Vulnerable: moderate risk of extinction, restricted range, few populations.
G4/S4 = Apparently secure: uncommon, not rare, possible long-term declines.
G5/S5 = Secure: common, widespread, abundant.
T = Rank assigned to a sub-specific taxon.

CALIFORNIA NATIVE PLANT SOCIETY DESIGNATIONS

List 1: Plants of highest priority.
List 1A: Plants presumed extinct in CA.
List 1B: Plants rare and endangered in CA and elsewhere.
List 2A: Plants presumed extirpated in CA but common elsewhere.
List 2B: Plants rare, threatened or endangered in CA but common elsewhere.
List 3: Plants for which additional data are needed – Review List.
List 4: Plants of limited distribution – Watch List.

CNPS Threat Code Extensions

.1 - Seriously endangered in CA
.2 – Fairly endangered in CA
.3 – Not very endangered in CA

OTHER CODES

ABC: WL - American Bird Conservancy Watch List of Birds of Conservation Concern.

AFS - American Fisheries Society categories of risk for marine, estuarine and diadromous fish stocks. Codes: **E**=endangered; **T**=threatened; **V**=vulnerable

AUD: WL - Audubon: Watch List 2007. Bird species facing population decline and/or threats such as loss of breeding and wintering grounds, or species with limited geographic ranges.
R – Red List, global conservation concern; **Y** – Yellow List, national conservation concern.

BLM: S - Bureau of Land Mgt: Sensitive. Includes species under review by USFWS or NMFS, species whose numbers are declining so rapidly that federal listing may become necessary, species with small and widely dispersed populations, or species inhabiting refugia or other unique habitats.

CDF: S – CA Dept. of Forestry and Fire Protection: Sensitive. Includes species that warrant special protection during timber operations.

DFW: FP - CA Dept. of Fish and Wildlife: Fully Protected. Species protected under §§3511 (birds), 4700 (mammals), 5050 (reptiles and amphibians), and 5515 (fish) of the California Fish and Game Code.

DFW: SA - CA. Dept. of Fish and Wildlife: Special Animal. Species included on the CDFW's lists of special animals.

DFW: SP - CA Dept. of Fish and Wildlife: Special Plant. Species included on the CDFW's lists of special plants.

DFW: SSC - CA Dept. of Fish and Wildlife: California Species of Special Concern.

DFW: WL - CA Dept. of Fish and Wildlife: (Watch List): taxa that don't meet SSC criteria but about which there is concern and additional information is needed to clarify status.

FS: S - USDA Forest Service: Sensitive. Species whose population viability is a concern, as evidenced by significant current or predicted downward trends in numbers or density, or in habitat capability that would reduce a species' existing distribution.

FWS: BCC - U.S. Fish and Wildlife Service: Birds of Conservation Concern. Migratory and non-migratory bird species that represent the USFWS's highest conservation priorities.

FWS: BEPA - U.S. Fish and Wildlife Service: Bald Eagle Protection Act.

FWS: MBTA - U.S. Fish and Wildlife Service: International Migratory Bird Treaty Act.

FWS: MNB - U.S. Fish and Wildlife Service: Migratory Nongame Birds of Management Concern. Species of concern in the U.S. due to documented or apparent population declines, small or restricted populations, or dependence on restricted or vulnerable habitats.

MMPA – Marin Mammal Protection Act

NMFS: SC - National Marine Fisheries Service: Species of Concern.

WBWG - Western Bat Working Group. Priority for funding, planning or conservation actions.
Codes: **H**=high; **MH**=medium-high; **M**=medium; **LM**=low-medium

Xerces - Xerces Society Red List.

Codes: **C**=critically imperiled; **I**=imperiled; **V**=vulnerable; **D**=data deficient

APPENDIX D. WETLAND DELINEATION AND PRELIMINARY JURISDICTIONAL DETERMINATION



AMERICANA PARK BYPASS CHANNEL

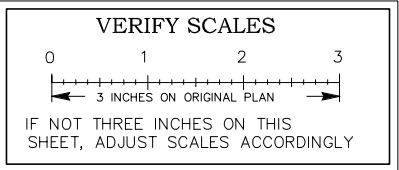
WETLAND DELINEATION AND PRELIMINARY JURISDICTIONAL DETERMINATION

fieldwork performed :
April 17, 2014 and January 20-21, 2015

Prepared by:
Wood Biological Consulting, Inc.

LEGEND

- WATERS OF THE U.S.
WATERS OF THE STATE
(WETLAND)
- WATERS OF THE STATE ONLY
(NON WETLAND, BELOW TOP OF BANK)
- WATERS OF THE STATE ONLY
(NON WETLAND, WILLOW THICKET)



DATE: DEC. 15, 2015

AMERICANA PARK BYPASS CHANNEL
WETLAND DELINEATION AND PRELIMINARY
JURISDICTIONAL DETERMINATION
FIELDWORK PERFORMED APRIL 17, 2014 AND
JANUARY 2-12, 2015
PREPARED BY: Wood Biological Consulting, Inc.

WETLAND DELINEATION
SCALE: 1"=60'

APPENDIX E. WETLAND DELINEATION FIELD DATA FORMS



WETLAND DETERMINATION DATA FORM - Arid West Region



Project/Site: Americana Park Bypass City /County: Pittsburg Contra Costa Sampling Date: Apr 17, 2014
 Applicant / Owner: City of Pittsburg State: CA Sampling Point: 1-1
 Investigator(s): Mike Wood Section Township Range: M 02N 01E 18
 Landform (hillslope, terrace, etc.): terrace Local Relief (concave, convex, none): level Slope(%) 0
 Subregion (LRR): LRR C Lat: N38.02488 Long: W121.90829 Datum: NAD 83
 Soil Map Unit Name: Capay clay, 0-2% slopes NWI Classification: P EM1

Are climatic / hydrologic conditions on the site typical for this time of year? Yes (If no, explain in Remarks)
 Are Vegetation No, Soil No, or Hydrology No, significantly disturbed? Are "Normal Circumstances" present? Yes
 Are Vegetation No, Soil No, or Hydrology No, naturally problematic? (If needed, explain any answers in Remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	<u>Yes</u>	Is the Sampled Area within a Wetland?	<u>Yes</u>
Hydric Soil Present?	<u>Yes</u>		
Wetland Hydrology Present?	<u>Yes</u>		
Remarks: Historically plowed field, pre-colonial flood terrace, subject to sheet flow, with distinctive hydrophytic vegetation.			

VEGETATION

Tree Stratum (Use scientific names.)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet	
1. _____	_____	_____	_____	Number of Dominant Species That are OBI, FACW or FAC	<u>1</u> (A)
2. _____	_____	_____	_____	Total Number of Dominant Species Across All Strata	<u>1</u> (B)
3. _____	_____	_____	_____	Percent of Dominant Species That are OBI, FACW or FAC	<u>100.0%</u> (A/B)
4. _____	_____	_____	_____	Prevalence Index worksheet	
Total Cover: _____				Total % Cover of:	Multiply by:
Sapling/Shrub Stratum				OBL species	x 1 = _____
1. _____	_____	_____	_____	FACW species	<u>1</u> x 2 = <u>2</u>
2. _____	_____	_____	_____	FAC species	x 3 = _____
3. _____	_____	_____	_____	FACU species	x 4 = _____
4. _____	_____	_____	_____	UPL species	x 5 = _____
5. _____	_____	_____	_____	Column Totals	<u>1</u> (A) <u>2</u> (B)
Total Cover: _____				Prevalence Index = B/A = <u>2.0</u>	
Herb Stratum				Hydrophytic Vegetation Indicators:	
1. <u>Juncus balticus</u>	<u>85</u>	<u>Yes</u>	<u>FACW</u>	<u>Yes</u> Dominance Test is > 50%	
2. <u>Bromus diandrus</u>	<u>15</u>	<u>No</u>	<u>none</u>	<u>Yes</u> Prevalence Index is ≤ 3.0 ¹	
3. <u>Carduus pycnocephalus</u>	<u>10</u>	<u>No</u>	<u>none</u>	<u>unkno</u> Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)	
4. _____	_____	_____	_____	<u>No</u> Problematic Hydrophytic Vegetation ¹ (Explain)	
5. _____	_____	_____	_____	¹ Indicators of hydric soil and wetland hydrology must be present	
6. _____	_____	_____	_____	Hydrophytic Vegetation Present?	
7. _____	_____	_____	_____	<u>Yes</u>	
8. _____	_____	_____	_____		
Total Cover: <u>110</u>					
Woody Vine Stratum					
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
Total Cover: _____					
% Bare Ground in Herb Stratum <u>0</u> % Cover of Biotic Crust <u>0</u>					

Remarks:
Vegetation is clearly distinct from surrounding non-native annual grassland.
Note: Juncus balticus = J. arcticus in Lichvar et al 2012.

SOILSampling Point: 1-1**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-15	10YR 3/1	40	none	--	--	--	Clay loam	Mixed, plowed soil of old flood terrace, earthworms present in upper layer.
	2.5Y 4/3	60	10YR 5/8	2	C	M	sandy loam	

¹ Type: C=Concentration, D=Depletion, RM=Reduced matrix. ² Location: PL=Pore Lining, RC=Root Channel, M=Matrix**Hydric Soil Indicators: (Applicable to all LRR's, unless otherwise noted.)****Indicators for Problematic hydric Soils³**

- | | |
|--|--|
| ☐ Histosol (A1) | ☒ Sandy Redox (S5) |
| ☐ Histic Epipedon (A2) | ☐ Stripped Matrix (S6) |
| ☐ Black Histic (A3) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ Stratified Layers ((A5) (LRR C)) | ☐ Depleted Matrix (F3) |
| ☐ 1 cm Muck (A9) (LRR D) | ☐ Redox Dark Surface (F6) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Depleted Dark Surface (F7) |
| ☐ Thick Dark Surface (A12) | ☐ Redox Depressions (F8) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Vernal Pools (F9) |
| ☐ Sandy Gleyed Matrix (S4) | |

- | |
|---|
| ☐ 1 cm Muck (A9) (LLR C) |
| ☐ 2 cm Muck (A10) (LLR B) |
| ☐ Reduced Vertic (F18) |
| ☐ Red Parent Material (TF2) |
| ☐ Other (Explain in Remarks) |

³Indicators of hydrophytic vegetation and wetland hydrology must be present**Restrictive layer (if present)**Type: _____
Depth (inches): _____**Hydric Soil Present?**

Remarks:

Abundant, prominent mottles in matrix.

Note: Capay clay, 0-2% slopes classified as hydric soil type (depressions where a water table is present at a depth of 1.0 ft or less during the growing season if permeability is <6.0 in/hr in any layer within 20 in. of the surface).

HYDROLOGY**Wetland hydrology Indicators** Primary Indicators (any one indicator is sufficient)Secondary Indicators (2 or more required)

- | | | |
|--|---|---|
| ☐ Surface Water (A1) | ☐ Salt Crust (B1) | ☐ Water Marks (B1) (Riverine) |
| ☐ High Water Table (A2) | ☐ Biotic Crust (B12) | ☐ Sediment Deposits (B2) (Riverine) |
| ☐ Saturation (A3) | ☐ Aquatic Invertebrates (B13) | ☐ Drift Deposits (B3) (Riverine) |
| ☐ Water Marks (B1) (Nonriverine) | ☐ Hydrogen Sulfide Odor (C1) | ☒ Drainage Patterns |
| ☐ Sediment Deposits (B2) (Nonriverine) | ☒ Oxidized Rhizospheres along living roots (C3) | ☐ Dry-Season Water Table (C2) |
| ☐ Drift Deposits (B3) (Nonriverine) | ☐ Presence of Reduced Iron (C4) | ☐ Crayfish Burrows (C8) |
| ☐ Surface Soil Cracks (B6) | ☐ Recent Iron Reduction in Plowed Soils (C6) | ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Thin Muck Surface (C7) | ☐ Shallow Aquitard (D3) |
| ☐ Water-Stained Leaves | ☐ Other (Explain in Remarks) | ☒ FAC-Neutral Test (D5) |

Field Observations:

Surface Water Present	No	Depth (inches)	_____
Water Table Present?	No	Depth (inches)	_____
Saturation Present (includes capillary fringe)	No	Depth (inches)	_____

Wetlands Hydrology Present? Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections) if available

Remarks:

Sample point receives overland surface flow. Strongly distinct vegetation and brightly mottled soil are strong indicators that wetland hydrology is present.



WETLAND DETERMINATION DATA FORM - Arid West Region



Project/Site: Americana Park Bypass City /County: Pittsburg Contra Costa Sampling Date: Apr 17, 2014
 Applicant / Owner: City of Pittsburg State: CA Sampling Point: 1-2
 Investigator(s): Mike Wood Section Township Range: M 02N 01E 18
 Landform (hillslope, terrace, etc.): terrace Local Relief (concave, convex, none): level Slope(%) 0
 Subregion (LRR): LRR C Lat: N38.02484 Long: W121.90835 Datum: NAD 83
 Soil Map Unit Name: Capay clay, 0-2% slopes NWI Classification: NA

Are climatic / hydrologic conditions on the site typical for this time of year? Yes (If no, explain in Remarks)
 Are Vegetation No, Soil No, or Hydrology No, significantly disturbed? Are "Normal Circumstances" present? Yes
 Are Vegetation No, Soil No, or Hydrology No, naturally problematic? (If needed, explain any answers in Remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	<u>No</u>	Is the Sampled Area within a Wetland?	<u>No</u>
Hydric Soil Present?	<u>Yes</u>		
Wetland Hydrology Present?	<u>No</u>		
Remarks: Historically plowed field, pre-colonial flood terrace, subject to some subsurface saturation, but completely lacking distinctive hydrophytic vegetation.			

VEGETATION

<u>Tree Stratum</u> (Use scientific names.)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet	
1. _____	_____	_____	_____	Number of Dominant Species That are OBI, FACW or FAC _____ (A)	
2. _____	_____	_____	_____	Total Number of Dominant Species Across All Strata <u>3</u> (B)	
3. _____	_____	_____	_____	Percent of Dominant Species That are OBI, FACW or FAC <u>0.0%</u> (A/B)	
4. _____	_____	_____	_____		
<u>Sapling/Shrub Stratum</u> Total Cover: _____				Prevalence Index worksheet	
1. _____	_____	_____	_____	Total % Cover of: _____ Multiply by: _____	
2. _____	_____	_____	_____	OBL species _____ x 1 = _____	
3. _____	_____	_____	_____	FACW species _____ x 2 = _____	
4. _____	_____	_____	_____	FAC species _____ x 3 = _____	
5. _____	_____	_____	_____	FACU species _____ x 4 = _____	
<u>Herb Stratum</u> Total Cover: _____				UPL species _____ x 5 = _____	
1. <u>Brassica nigra</u>	<u>35</u>	<u>Yes</u>	<u>none</u>	Column Totals _____ (A) _____ (B)	
2. <u>Avena fatua</u>	<u>25</u>	<u>Yes</u>	<u>none</u>	Prevalence Index = B/A = _____	
3. <u>Bromus diandrus</u>	<u>20</u>	<u>Yes</u>	<u>none</u>		
4. <u>Geranium dissectum</u>	<u>12</u>	<u>No</u>	<u>none</u>		
5. _____	_____	_____	_____	Hydrophytic Vegetation Indicators:	
6. _____	_____	_____	_____	<u>No</u> Dominance Test is > 50%	
7. _____	_____	_____	_____	<u>No</u> Prevalence Index is ≤ 3.0 ¹	
8. _____	_____	_____	_____	<u>No</u> Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)	
Total Cover: <u>92</u>				<u>No</u> Problematic Hydrophytic Vegetation ¹ (Explain)	
<u>Woody Vine Stratum</u> Total Cover: _____				¹ Indicators of hydric soil and wetland hydrology must be present	
1. _____	_____	_____	_____	Hydrophytic Vegetation Present? <u>No</u>	
2. _____	_____	_____	_____		
Total Cover: _____					
% Bare Ground in Herb Stratum <u>0</u> % Cover of Biotic Crust <u>0</u>					

Remarks:
Vegetation is dominated by non-wetland indicator species characteristic of uplands

SOIL

Sampling Point: 1-2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-15	10YR 3/14 2.5Y 4/3	70 30	none 10YR 5/8	-- 1	-- C	-- M	Clay loam sandy loam	Mixed, plowed soil of old flood terrace.

¹ Type: C=Concentration, D=Depletion, RM=Reduced matrix. ² Location: PL=Pore Lining, RC=Root Channel, M=Matrix

Hydric Soil Indicators: (Applicable to all LRR's, unless otherwise noted.)**Indicators for Problematic hydric Soils³**

- | | |
|--|--|
| ☐ Histosol (A1) | ☒ Sandy Redox (S5) |
| ☐ Histic Epipedon (A2) | ☐ Stripped Matrix (S6) |
| ☐ Black Histic (A3) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ Stratified Layers ((A5) (LRR C) | ☐ Depleted Matrix (F3) |
| ☐ 1 cm Muck (A9) (LRR D) | ☐ Redox Dark Surface (F6) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Depleted Dark Surface (F7) |
| ☐ Thick Dark Surface (A12) | ☐ Redox Depressions (F8) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Vernal Pools (F9) |
| ☐ Sandy Gleyed Matrix (S4) | |

- ☐ 1 cm Muck (A9) (LLR C)
- ☐ 2 cm Muck (A10) (LLR B)
- ☐ Reduced Vertic (F18)
- ☐ Red Parent Material (TF2)
- ☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present

Restrictive layer (if present)

Type: _____

Depth (inches): _____

Hydric Soil Present?

Remarks:

Abundant, prominent mottles in matrix.

Note: Capay clay, 0-2% slopes classified as hydric soil type (depressions where a water table is present at a depth of 1.0 ft or less during the growing season if permeability is <6.0 in/hr in any layer within 20 in. of the surface).

HYDROLOGY

Wetland hydrology Indicators Primary Indicators (any one indicator is sufficient)Secondary Indicators (2 or more required)

- | | | |
|--|--|--|
| ☐ Surface Water (A1) | ☐ Salt Crust (B1) | ☐ Water Marks (B1) (Riverine) |
| ☐ High Water Table (A2) | ☐ Biotic Crust (B12) | ☐ Sediment Depsits (B2) (Riverine) |
| ☐ Saturation (A3) | ☐ Aquatic Invertebrates (B13) | ☐ Drift Deposits (B3) (Riverine) |
| ☐ Water Marks (B1) (Nonriverine) | ☐ Hydrogen Sulfide Odor (C1) | ☐ Drainage Patterns |
| ☐ Sediment Deposits (B2) (Nonriverine) | ☐ Oxidized Rhizospheres along living roots (C3) | ☐ Dry-Season Water Table (C2) |
| ☐ Drift Deposits (B3) (Nonriverine) | ☐ Presence of Reduced Iron (C4) | ☐ Crayfish Burrows (C8) |
| ☐ Surface Soil Cracks (B6) | ☐ Recent Iron Reduction in Plowed Soils (C6) | ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Thin Muck Surface (C7) | ☐ Shallow Aquitard (D3) |
| ☐ Water-Stained Leaves | ☐ Other (Explain in Remarks) | ☐ FAC-Neutral Test (D5) |

Field Observations:

Surface Water Present Depth (inches) _____

Water Table Present? Depth (inches) _____

Saturation Present (includes capillary fringe) Depth (inches) _____

Wetlands Hydrology Present? Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections) if available

Remarks:

Sample point is about level with 1-1, but vegetation is distinct and clearly dominated by upland species. Soils, however are similar and subsurface moisture is present, presumably accounting for the hydric soil indicators observed. The lack of hydrophytic vegetation indicates a lack of sufficient inundation or saturation for wetlands to have evolved at this location where there is no evidence of recent disturbance.



WETLAND DETERMINATION DATA FORM - Arid West Region



Project/Site: Americana Park Bypass City /County: Pittsburg Contra Costa Sampling Date: Apr 17, 2014
 Applicant / Owner: City of Pittsburg State: CA Sampling Point: 2-1
 Investigator(s): Mike Wood Section Township Range: M 02N 01E 18
 Landform (hillslope, terrace, etc.): terrace Local Relief (concave, convex, none): level Slope(%) 0
 Subregion (LRR): LRR C Lat: N38.02435 Long: W121.90812 Datum: NAD 83
 Soil Map Unit Name: Capay clay, 0-2% slopes NWI Classification: P EM1

Are climatic / hydrologic conditions on the site typical for this time of year? Yes (If no, explain in Remarks)
 Are Vegetation No, Soil No, or Hydrology No, significantly disturbed? Are "Normal Circumstances" present? Yes
 Are Vegetation No, Soil No, or Hydrology No, naturally problematic? (If needed, explain any answers in Remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? <u>Yes</u>	Is the Sampled Area within a Wetland? <u>Yes</u>
Hydric Soil Present? <u>Yes</u>	
Wetland Hydrology Present? <u>Yes</u>	
Remarks: Historically plowed field, pre-colonial flood terrace, subject to sheet flow, with distinctive hydrophytic vegetation.	

VEGETATION

<u>Tree Stratum</u> (Use scientific names.)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet	
1. _____	_____	_____	_____	Number of Dominant Species That are OBI, FACW or FAC	<u>1</u> (A)
2. _____	_____	_____	_____	Total Number of Dominant Species Across All Strata	<u>1</u> (B)
3. _____	_____	_____	_____	Percent of Dominant Species That are OBI, FACW or FAC	<u>100.0%</u> (A/B)
4. _____	_____	_____	_____	Prevalence Index worksheet	
<u>Sapling/Shrub Stratum</u> Total Cover: _____				Total % Cover of:	Multiply by:
1. _____	_____	_____	_____	OBL species	x 1 = _____
2. _____	_____	_____	_____	FACW species	x 2 = _____
3. _____	_____	_____	_____	FAC species	<u>1</u> x 3 = <u>3</u>
4. _____	_____	_____	_____	FACU species	x 4 = _____
5. _____	_____	_____	_____	UPL species	x 5 = _____
<u>Herb Stratum</u> Total Cover: _____				Column Totals	<u>1</u> (A) <u>3</u> (B)
1. <u>Leymus triticoides</u>	<u>100</u>	<u>Yes</u>	<u>FAC</u>	Prevalence Index = B/A = <u>3.0</u>	
2. _____	_____	_____	_____	Hydrophytic Vegetation Indicators:	
3. _____	_____	_____	_____	<u>Yes</u> Dominance Test is > 50%	
4. _____	_____	_____	_____	<u>Yes</u> Prevalence Index is ≤ 3.0 ¹	
5. _____	_____	_____	_____	<u>unkno</u> Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)	
6. _____	_____	_____	_____	<u>No</u> Problematic Hydrophytic Vegetation ¹ (Explain)	
7. _____	_____	_____	_____	¹ Indicators of hydric soil and wetland hydrology must be present	
8. _____	_____	_____	_____		
<u>Woody Vine Stratum</u> Total Cover: <u>100</u>				Hydrophytic Vegetation Present? <u>Yes</u>	
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
Total Cover: _____					
% Bare Ground in Herb Stratum <u>0</u> % Cover of Biotic Crust <u>0</u>					

Remarks:
Vegetation is dominated by a single weak wetland indicator species and is clearly distinct from surrounding non-native annual grassland.

SOILSampling Point: 2-1**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-15	10YR 4/1	60	none	--	--	--	Clay loam	Mixed, plowed soil of old flood terrace.
	2.5Y 4/3	40	10YR 5/8	1	C	M	sandy loam	

¹ Type: C=Concentration, D=Depletion, RM=Reduced matrix. ² Location: PL=Pore Lining, RC=Root Channel, M=Matrix**Hydric Soil Indicators: (Applicable to all LRR's, unless otherwise noted.)**

- | | |
|--|--|
| ☐ Histosol (A1) | ☒ Sandy Redox (S5) |
| ☐ Histic Epipedon (A2) | ☐ Stripped Matrix (S6) |
| ☐ Black Histic (A3) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ Stratified Layers ((A5) (LRR C)) | ☐ Depleted Matrix (F3) |
| ☐ 1 cm Muck (A9) (LRR D) | ☐ Redox Dark Surface (F6) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Depleted Dark Surface (F7) |
| ☐ Thick Dark Surface (A12) | ☐ Redox Depressions (F8) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Vernal Pools (F9) |
| ☐ Sandy Gleyed Matrix (S4) | |

Indicators for Problematic hydric Soils³

- | |
|---|
| ☐ 1 cm Muck (A9) (LLR C) |
| ☐ 2 cm Muck (A10) (LLR B) |
| ☐ Reduced Vertic (F18) |
| ☐ Red Parent Material (TF2) |
| ☐ Other (Explain in Remarks) |

³Indicators of hydrophytic vegetation and wetland hydrology must be present**Restrictive layer (if present)**Type: _____
Depth (inches): _____**Hydric Soil Present?**

Remarks:

Abundant, prominent mottles in matrix.

Note: Capay clay, 0-2% slopes classified as hydric soil type (depressions where a water table is present at a depth of 1.0 ft or less during the growing season if permeability is <6.0 in/hr in any layer within 20 in. of the surface).

HYDROLOGY**Wetland hydrology Indicators** Primary Indicators (any one indicator is sufficient)

- | | |
|--|---|
| ☐ Surface Water (A1) | ☐ Salt Crust (B1) |
| ☐ High Water Table (A2) | ☐ Biotic Crust (B12) |
| ☐ Saturation (A3) | ☐ Aquatic Invertebrates (B13) |
| ☐ Water Marks (B1) (Nonriverine) | ☐ Hydrogen Sulfide Odor (C1) |
| ☐ Sediment Deposits (B2) (Nonriverine) | ☒ Oxidized Rhizospheres along living roots (C3) |
| ☐ Drift Deposits (B3) (Nonriverine) | ☐ Presence of Reduced Iron (C4) |
| ☐ Surface Soil Cracks (B6) | ☐ Recent Iron Reduction in Plowed Soils (C6) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Thin Muck Surface (C7) |
| ☐ Water-Stained Leaves | ☐ Other (Explain in Remarks) |

Secondary Indicators (2 or more required)

- | |
|---|
| ☐ Water Marks (B1) (Riverine) |
| ☐ Sediment Deposits (B2) (Riverine) |
| ☐ Drift Deposits (B3) (Riverine) |
| ☒ Drainage Patterns |
| ☐ Dry-Season Water Table (C2) |
| ☐ Crayfish Burrows (C8) |
| ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Shallow Aquitard (D3) |
| ☐ FAC-Neutral Test (D5) |

Field Observations:

Surface Water Present	No	Depth (inches)	_____
Water Table Present?	No	Depth (inches)	_____
Saturation Present (includes capillary fringe)	No	Depth (inches)	_____

Wetlands Hydrology Present? Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections) if available

Remarks:

Sample point receives overland surface flow. Strongly distinct vegetation and brightly mottled soil are strong indicators that wetland hydrology is present.



WETLAND DETERMINATION DATA FORM - Arid West Region



Project/Site: Americana Park Bypass City /County: Pittsburg Contra Costa Sampling Date: Apr 17, 2014
 Applicant / Owner: City of Pittsburg State: CA Sampling Point: 2-2
 Investigator(s): Mike Wood Section Township Range: M 02N 01E 18
 Landform (hillslope, terrace, etc.): terrace Local Relief (concave, convex, none): level Slope(%) 0
 Subregion (LRR): LRR C Lat: N38.02424 Long: W121.90777 Datum: NAD 83
 Soil Map Unit Name: Capay clay, 0-2% slopes NWI Classification: NA

Are climatic / hydrologic conditions on the site typical for this time of year? Yes (If no, explain in Remarks)
 Are Vegetation No, Soil No, or Hydrology No, significantly disturbed? Are "Normal Circumstances" present? Yes
 Are Vegetation No, Soil No, or Hydrology No, naturally problematic? (If needed, explain any answers in Remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	<u>No</u>	Is the Sampled Area within a Wetland?	<u>No</u>
Hydric Soil Present?	<u>No</u>		
Wetland Hydrology Present?	<u>No</u>		
Remarks: Historically plowed field, pre-colonial flood terrace, subject to some subsurface saturation, but completely lacking distinctive hydrophytic vegetation.			

VEGETATION

<u>Tree Stratum</u> (Use scientific names.)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet	
1. _____	_____	_____	_____	Number of Dominant Species That are OBI, FACW or FAC _____ (A)	
2. _____	_____	_____	_____	Total Number of Dominant Species Across All Strata <u>3</u> (B)	
3. _____	_____	_____	_____	Percent of Dominant Species That are OBI, FACW or FAC <u>0.0%</u> (A/B)	
4. _____	_____	_____	_____		
Total Cover: _____					
<u>Sapling/Shrub Stratum</u>				Prevalence Index worksheet	
1. _____	_____	_____	_____	Total % Cover of: _____ Multiply by: _____	
2. _____	_____	_____	_____	OBL species _____ x 1 = _____	
3. _____	_____	_____	_____	FACW species _____ x 2 = _____	
4. _____	_____	_____	_____	FAC species <u>1</u> x 3 = <u>3</u>	
5. _____	_____	_____	_____	FACU species _____ x 4 = _____	
Total Cover: _____				UPL species _____ x 5 = _____	
<u>Herb Stratum</u>				Column Totals <u>1</u> (A) <u>3</u> (B)	
1. <u>Bromus diandrus</u>	<u>30</u>	<u>Yes</u>	<u>none</u>	Prevalence Index = B/A = <u>3.0</u>	
2. <u>Hordeum murinum ssp. leporinum</u>	<u>25</u>	<u>Yes</u>	<u>NI</u>		
3. <u>Carduus pycnocephalus</u>	<u>20</u>	<u>Yes</u>	<u>none</u>	Hydrophytic Vegetation Indicators:	
4. <u>Avena fatua</u>	<u>18</u>	<u>No</u>	<u>none</u>	<u>No</u> Dominance Test is > 50%	
5. <u>Amsinckia lycopsoides</u>	<u>12</u>	<u>No</u>	<u>none</u>	<u>No</u> Prevalence Index is ≤3.0 ¹	
6. <u>Hordeum marinum ssp. gussoneanum</u>	<u>8</u>	<u>No</u>	<u>FAC</u>	<u>No</u> Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)	
7. <u>Geranium dissectum</u>	<u>5</u>	<u>No</u>	<u>none</u>	<u>No</u> Problematic Hydrophytic Vegetation ¹ (Explain)	
8. _____	_____	_____	_____	¹ Indicators of hydric soil and wetland hydrology must be present	
Total Cover: <u>118</u>					
<u>Woody Vine Stratum</u>				Hydrophytic Vegetation Present?	
1. _____	_____	_____	_____	<u>No</u>	
2. _____	_____	_____	_____		
Total Cover: _____					
% Bare Ground in Herb Stratum <u>8</u> % Cover of Biotic Crust <u>0</u>					
Remarks: Historically plowed site but with no recent disturbance. Site is clearly dominated by upland species. Note: prevalence test does not consider species with no indicator status designation.					

SOIL

Sampling Point: 2-2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-15	10YR 3/1 10YR 3/2	85 15	none				Silty clay	plowed

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¹ Type: C=Concentration, D=Depletion, RM=Reduced matrix. ² Location: PL=Pore Lining, RC=Root Channel, M=Matrix

Hydric Soil Indicators: (Applicable to all LRR's, unless otherwise noted.)**Indicators for Problematic hydric Soils³**

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Stratified Layers ((A5) (**LRR C**))
- ☐ 1 cm Muck (A9) (**LRR D**)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)

- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)
- ☐ Vernal Pools (F9)

- ☐ 1 cm Muck (A9) (**LLR C**)
- ☐ 2 cm Muck (A10) (**LLR B**)
- ☐ Reduced Vertic (F18)
- ☐ Red Parent Material (TF2)
- ☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present

Restrictive layer (if present)

Type: _____

Depth (inches): _____

Hydric Soil Present?

Remarks:

No field indicators of hydric soils evident.

Note: Capay clay, 0-2% slopes classified as hydric soil type (depressions where a water table is present at a depth of 1.0 ft or less during the growing season if permeability is <6.0 in/hr in any layer within 20 in. of the surface).

HYDROLOGY

Wetland hydrology Indicators Primary Indicators (any one indicator is sufficient)Secondary Indicators (2 or more required)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1) (**Nonriverine**)
- ☐ Sediment Deposits (B2) (**Nonriverine**)
- ☐ Drift Deposits (B3) (**Nonriverine**)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Water-Stained Leaves

- ☐ Salt Crust (B1)
- ☐ Biotic Crust (B12)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along living roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Plowed Soils (C6)
- ☐ Thin Muck Surface (C7)
- ☐ Other (Explain in Remarks)

- ☐ Water Marks (B1) (**Riverine**)
- ☐ Sediment Deposits (B2) (**Riverine**)
- ☐ Drift Deposits (B3) (**Riverine**)
- ☐ Drainage Patterns
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present Depth (inches) _____

Water Table Present? Depth (inches) _____

Saturation Present (includes capillary fringe) Depth (inches) _____

Wetlands Hydrology Present?

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections) if available

Remarks:

Low field with tire ruts. Very slightly elevated above 2-1. No evidence of drainage patterns that might contribute to surface inundation.



WETLAND DETERMINATION DATA FORM - Arid West Region



Project/Site: Americana Park Bypass City /County: Pittsburg Contra Costa Sampling Date: Apr 17, 2014
 Applicant / Owner: City of Pittsburg State: CA Sampling Point: 3-1
 Investigator(s): Mike Wood Section Township Range: M 02N 01E 18
 Landform (hillslope, terrace, etc.): terrace Local Relief (concave, convex, none): level Slope(%) 0
 Subregion (LRR): LRR C Lat: N38.02376 Long: W121.90830 Datum: NAD 83
 Soil Map Unit Name: Capay clay, 0-2% slopes NWI Classification: P EM1

Are climatic / hydrologic conditions on the site typical for this time of year? Yes (If no, explain in Remarks)
 Are Vegetation No, Soil No, or Hydrology No, significantly disturbed? Are "Normal Circumstances" present? Yes
 Are Vegetation No, Soil No, or Hydrology No, naturally problematic? (If needed, explain any answers in Remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? <u>Yes</u>	Is the Sampled Area within a Wetland? <u>Yes</u>
Hydric Soil Present? <u>Yes</u>	
Wetland Hydrology Present? <u>Yes</u>	
Remarks: Historically plowed field, pre-colonial flood terrace, subject to sheet flow, with distinctive hydrophytic vegetation.	

VEGETATION

Tree Stratum (Use scientific names.)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet	
1. _____	_____	_____	_____	Number of Dominant Species That are OBI, FACW or FAC	<u>1</u> (A)
2. _____	_____	_____	_____	Total Number of Dominant Species Across All Strata	<u>1</u> (B)
3. _____	_____	_____	_____	Percent of Dominant Species That are OBI, FACW or FAC	<u>100.0%</u> (A/B)
4. _____	_____	_____	_____	Prevalence Index worksheet	
Sapling/Shrub Stratum Total Cover: _____				Total % Cover of:	Multiply by:
1. _____	_____	_____	_____	OBL species	x 1 = _____
2. _____	_____	_____	_____	FACW species	<u>2</u> x 2 = <u>4</u>
3. _____	_____	_____	_____	FAC species	x 3 = _____
4. _____	_____	_____	_____	FACU species	<u>1</u> x 4 = <u>4</u>
5. _____	_____	_____	_____	UPL species	x 5 = _____
Herb Stratum Total Cover: _____				Column Totals	<u>3</u> (A) <u>8</u> (B)
1. <u>Juncus balticus</u>	<u>90</u>	<u>Yes</u>	<u>FACW</u>	Prevalence Index = B/A = <u>2.7</u>	
2. <u>Foeniculum vulgare</u>	<u>5</u>	<u>No</u>	<u>FACU</u>	Hydrophytic Vegetation Indicators:	
3. <u>Bromus diandrus</u>	<u>2</u>	<u>No</u>	<u>none</u>	<u>Yes</u> Dominance Test is > 50%	
4. <u>Rumex crispus</u>	<u>2</u>	<u>No</u>	<u>FACW-</u>	<u>Yes</u> Prevalence Index is ≤ 3.0 ¹	
5. _____	_____	_____	_____	<u>unkno</u> Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)	
6. _____	_____	_____	_____	<u>No</u> Problematic Hydrophytic Vegetation ¹ (Explain)	
7. _____	_____	_____	_____	¹ Indicators of hydric soil and wetland hydrology must be present	
8. _____	_____	_____	_____	Hydrophytic Vegetation Present? <u>Yes</u>	
Woody Vine Stratum Total Cover: _____					
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
Total Cover: _____					
% Bare Ground in Herb Stratum <u>5</u> % Cover of Biotic Crust <u>0</u>					

Remarks:
Vegetation is clearly distinct from surrounding non-native annual grassland.
Note: Juncus balticus = J. arcticus in Lichvar et al 2012.

SOIL

Sampling Point: 3-1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-15	10YR 4/1	30	none	--	--	--	Clay loam	Mixed, plowed soil of old flood terrace.
	2.5Y 5/3	70	10YR 5/8	1	C	M	sandy loam	

¹ Type: C=Concentration, D=Depletion, RM=Reduced matrix. ² Location: PL=Pore Lining, RC=Root Channel, M=Matrix

Hydric Soil Indicators: (Applicable to all LRR's, unless otherwise noted.)

Indicators for Problematic hydric Soils³

- | | |
|--|--|
| ☐ Histosol (A1) | ☒ Sandy Redox (S5) |
| ☐ Histic Epipedon (A2) | ☐ Stripped Matrix (S6) |
| ☐ Black Histic (A3) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ Stratified Layers ((A5) (LRR C) | ☐ Depleted Matrix (F3) |
| ☐ 1 cm Muck (A9) (LRR D) | ☐ Redox Dark Surface (F6) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Depleted Dark Surface (F7) |
| ☐ Thick Dark Surface (A12) | ☐ Redox Depressions (F8) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Vernal Pools (F9) |
| ☐ Sandy Gleyed Matrix (S4) | |

- ☐ 1 cm Muck (A9) (LLR C)
- ☐ 2 cm Muck (A10) (LLR B)
- ☐ Reduced Vertic (F18)
- ☐ Red Parent Material (TF2)
- ☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present

Restrictive layer (if present)

Type: _____

Depth (inches): _____

Hydric Soil Present?

Remarks:

Abundant, prominent mottles in matrix.

Note: Capay clay, 0-2% slopes classified as hydric soil type (depressions where a water table is present at a depth of 1.0 ft or less during the growing season if permeability is <6.0 in/hr in any layer within 20 in. of the surface).

HYDROLOGY

Wetland hydrology Indicators Primary Indicators (any one indicator is sufficient)

Secondary Indicators (2 or more required)

- | | | |
|--|---|--|
| ☐ Surface Water (A1) | ☐ Salt Crust (B1) | ☐ Water Marks (B1) (Riverine) |
| ☐ High Water Table (A2) | ☐ Biotic Crust (B12) | ☐ Sediment Depsits (B2) (Riverine) |
| ☐ Saturation (A3) | ☐ Aquatic Invertebrates (B13) | ☐ Drift Deposits (B3) (Riverine) |
| ☐ Water Marks (B1) (Nonriverine) | ☐ Hydrogen Sulfide Odor (C1) | ☒ Drainage Patterns |
| ☐ Sediment Deposits (B2) (Nonriverine) | ☒ Oxidized Rhizospheres along living roots (C3) | ☐ Dry-Season Water Table (C2) |
| ☐ Drift Deposits (B3) (Nonriverine) | ☐ Presence of Reduced Iron (C4) | ☐ Crayfish Burrows (C8) |
| ☐ Surface Soil Cracks (B6) | ☐ Recent Iron Reduction in Plowed Soils (C6) | ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Thin Muck Surface (C7) | ☐ Shallow Aquitard (D3) |
| ☐ Water-Stained Leaves | ☐ Other (Explain in Remarks) | ☐ FAC-Neutral Test (D5) |

Field Observations:

Surface Water Present Depth (inches) _____

Water Table Present? Depth (inches) _____

Saturation Present (includes capillary fringe) Depth (inches) _____

Wetlands Hydrology Present?

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections) if available

Remarks:

Sample point receives overland surface flow. Strongly distinct vegetation and brightly mottled soil are strong indicators that wetland hydrology is present.



WETLAND DETERMINATION DATA FORM - Arid West Region



Project/Site: Americana Park Bypass City /County: Pittsburg Contra Costa Sampling Date: Apr 17, 2014
 Applicant / Owner: City of Pittsburg State: CA Sampling Point: 3-2
 Investigator(s): Mike Wood Section Township Range: M 02N 01E 18
 Landform (hillslope, terrace, etc.): terrace Local Relief (concave, convex, none): level Slope(%) 0
 Subregion (LRR): LRR C Lat: N38.02370 Long: W121.90819 Datum: NAD 83
 Soil Map Unit Name: Capay clay, 0-2% slopes NWI Classification: NA

Are climatic / hydrologic conditions on the site typical for this time of year? Yes (If no, explain in Remarks)
 Are Vegetation No, Soil No, or Hydrology No, significantly disturbed? Are "Normal Circumstances" present? Yes
 Are Vegetation No, Soil No, or Hydrology No, naturally problematic? (If needed, explain any answers in Remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	<u>No</u>	Is the Sampled Area within a Wetland?	<u>No</u>
Hydric Soil Present?	<u>No</u>		
Wetland Hydrology Present?	<u>No</u>		
Remarks: Historically plowed field, pre-colonial flood terrace, subject to some subsurface saturation, but completely lacking distinctive hydrophytic vegetation.			

VEGETATION

<u>Tree Stratum</u> (Use scientific names.)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet	
1. _____	_____	_____	_____	Number of Dominant Species That are OBI, FACW or FAC	_____ (A)
2. _____	_____	_____	_____	Total Number of Dominant Species Across All Strata	<u>2</u> (B)
3. _____	_____	_____	_____	Percent of Dominant Species That are OBI, FACW or FAC	<u>0.0%</u> (A/B)
4. _____	_____	_____	_____	Prevalence Index worksheet	
Total Cover: _____				Total % Cover of:	Multiply by:
<u>Sapling/Shrub Stratum</u>				OBL species	x 1 = _____
1. _____	_____	_____	_____	FACW species	x 2 = _____
2. _____	_____	_____	_____	FAC species	x 3 = _____
3. _____	_____	_____	_____	FACU species	<u>1</u> x 4 = <u>4</u>
4. _____	_____	_____	_____	UPL species	x 5 = _____
5. _____	_____	_____	_____	Column Totals	<u>1</u> (A) <u>4</u> (B)
Total Cover: _____				Prevalence Index = B/A = <u>4.0</u>	
<u>Herb Stratum</u>				Hydrophytic Vegetation Indicators:	
1. <u>Bromus hordeaceus</u>	<u>55</u>	<u>Yes</u>	<u>FACU</u>	<u>No</u> Dominance Test is > 50%	
2. <u>Bromus diandrus</u>	<u>30</u>	<u>Yes</u>	<u>none</u>	<u>No</u> Prevalence Index is ≤ 3.0 ¹	
3. <u>Carduus pycnocephalus</u>	<u>15</u>	<u>No</u>	<u>none</u>	<u>No</u> Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)	
4. <u>Avena fatua</u>	<u>12</u>	<u>No</u>	<u>none</u>	<u>No</u> Problematic Hydrophytic Vegetation ¹ (Explain)	
5. _____	_____	_____	_____	¹ Indicators of hydric soil and wetland hydrology must be present	
6. _____	_____	_____	_____		
7. _____	_____	_____	_____		
8. _____	_____	_____	_____		
Total Cover: <u>112</u>					
<u>Woody Vine Stratum</u>				Hydrophytic Vegetation Present?	
1. _____	_____	_____	_____	<u>No</u>	
2. _____	_____	_____	_____		
Total Cover: _____					
% Bare Ground in Herb Stratum <u>10</u> % Cover of Biotic Crust <u>0</u>					

Remarks:
Historically plowed site but with no recent disturbance. Site is clearly dominated by upland species.
Note: prevalence test does not consider species with no indicator status designation.

SOIL

Sampling Point: 3-2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-12	10YR 3/1	100	none				Silty clay loam	plowed

¹ Type: C=Concentration, D=Depletion, RM=Reduced matrix. ² Location: PL=Pore Lining, RC=Root Channel, M=Matrix

Hydric Soil Indicators: (Applicable to all LRR's, unless otherwise noted.)

- | | |
|--|---|
| ☐ Histosol (A1) | ☐ Sandy Redox (S5) |
| ☐ Histic Epipedon (A2) | ☐ Stripped Matrix (S6) |
| ☐ Black Histic (A3) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ Stratified Layers ((A5) (LRR C) | ☐ Depleted Matrix (F3) |
| ☐ 1 cm Muck (A9) (LRR D) | ☐ Redox Dark Surface (F6) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Depleted Dark Surface (F7) |
| ☐ Thick Dark Surface (A12) | ☐ Redox Depressions (F8) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Vernal Pools (F9) |
| ☐ Sandy Gleyed Matrix (S4) | |

Indicators for Problematic hydric Soils³

- ☐ 1 cm Muck (A9) (LLR C)
- ☐ 2 cm Muck (A10) (LLR B)
- ☐ Reduced Vertic (F18)
- ☐ Red Parent Material (TF2)
- ☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present

Restrictive layer (if present)

Type: _____

Depth (inches): _____

Hydric Soil Present?

Remarks:

No field indicators of hydric soils evident.

Note: Capay clay, 0-2% slopes classified as hydric soil type (depressions where a water table is present at a depth of 1.0 ft or less during the growing season if permeability is <6.0 in/hr in any layer within 20 in. of the surface).

HYDROLOGY

Wetland hydrology Indicators Primary Indicators (any one indicator is sufficient)

- | | |
|--|--|
| ☐ Surface Water (A1) | ☐ Salt Crust (B1) |
| ☐ High Water Table (A2) | ☐ Biotic Crust (B12) |
| ☐ Saturation (A3) | ☐ Aquatic Invertebrates (B13) |
| ☐ Water Marks (B1) (Nonriverine) | ☐ Hydrogen Sulfide Odor (C1) |
| ☐ Sediment Deposits (B2) (Nonriverine) | ☐ Oxidized Rhizospheres along living roots (C3) |
| ☐ Drift Deposits (B3) (Nonriverine) | ☐ Presence of Reduced Iron (C4) |
| ☐ Surface Soil Cracks (B6) | ☐ Recent Iron Reduction in Plowed Soils (C6) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Thin Muck Surface (C7) |
| ☐ Water-Stained Leaves | ☐ Other (Explain in Remarks) |

Secondary Indicators (2 or more required)

- ☐ Water Marks (B1) (Riverine)
- ☐ Sediment Deposits (B2) (Riverine)
- ☐ Drift Deposits (B3) (Riverine)
- ☐ Drainage Patterns
- ☐ Dry-Season Water Table (C2)
- ☐ Crayfish Burrows (C8)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present	No	Depth (inches)	_____
Water Table Present?	No	Depth (inches)	_____
Saturation Present (includes capillary fringe)	No	Depth (inches)	_____

Wetlands Hydrology Present?

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections) if available

Remarks:

Sample point is slightly elevated above 3-1. No drainage patterns or other evidence of inundation present.



WETLAND DETERMINATION DATA FORM - Arid West Region



Project/Site: Americana Park Bypass City /County: Pittsburg Contra Costa Sampling Date: Apr 17, 2014
 Applicant / Owner: City of Pittsburg State: CA Sampling Point: 4-1
 Investigator(s): Mike Wood Section Township Range: M 02N 01E 18
 Landform (hillslope, terrace, etc.): active channel Local Relief (concave, convex, none): concave Slope(%) 0.5
 Subregion (LRR): LRR C Lat: N38.02395 Long: W121.90591 Datum: NAD 83
 Soil Map Unit Name: Capay clay, 0-2% slopes NWI Classification: P EM1

Are climatic / hydrologic conditions on the site typical for this time of year? Yes (If no, explain in Remarks)
 Are Vegetation No, Soil No, or Hydrology No, significantly disturbed? Are "Normal Circumstances" present? Yes
 Are Vegetation No, Soil No, or Hydrology No, naturally problematic? (If needed, explain any answers in Remarks)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	<u>Yes</u>	Is the Sampled Area within a Wetland?	<u>Yes</u>
Hydric Soil Present?	<u>Yes</u>		
Wetland Hydrology Present?	<u>Yes</u>		
Remarks: Sample point is situated in an obvious surface channel with distinctive vegetation and soils characteristic of wetlands.			

VEGETATION

<u>Tree Stratum</u> (Use scientific names.)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet	
1. _____	_____	_____	_____	Number of Dominant Species That are OBI, FACW or FAC	<u>2</u> (A)
2. _____	_____	_____	_____	Total Number of Dominant Species Across All Strata	<u>2</u> (B)
3. _____	_____	_____	_____	Percent of Dominant Species That are OBI, FACW or FAC	<u>100.0%</u> (A/B)
4. _____	_____	_____	_____	Prevalence Index worksheet	
<u>Sapling/Shrub Stratum</u> Total Cover: _____				Total % Cover of:	Multiply by:
1. _____	_____	_____	_____	OBL species	x 1 = _____
2. _____	_____	_____	_____	FACW species	<u>2</u> x 2 = <u>4</u>
3. _____	_____	_____	_____	FAC species	<u>3</u> x 3 = <u>9</u>
4. _____	_____	_____	_____	FACU species	_____ x 4 = _____
5. _____	_____	_____	_____	UPL species	_____ x 5 = _____
<u>Herb Stratum</u> Total Cover: _____				Column Totals	<u>5</u> (A) <u>13</u> (B)
1. <u>Echinochloa colona</u>	<u>45</u>	<u>Yes</u>	<u>FAC</u>	Prevalence Index = B/A = <u>2.6</u>	
2. <u>Plantago lanceolata</u>	<u>20</u>	<u>Yes</u>	<u>FAC</u>	Hydrophytic Vegetation Indicators:	
3. <u>Epilobium ciliatum</u>	<u>18</u>	<u>No</u>	<u>FACW</u>	<u>Yes</u> Dominance Test is > 50%	
4. <u>Symphotrichum chilense</u>	<u>12</u>	<u>No</u>	<u>FAC</u>	<u>Yes</u> Prevalence Index is ≤ 3.0 ¹	
5. <u>Cyperus eragrostis</u>	<u>8</u>	<u>No</u>	<u>FACW</u>	<u>unkno</u> Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet)	
6. _____	_____	_____	_____	<u>No</u> Problematic Hydrophytic Vegetation ¹ (Explain)	
7. _____	_____	_____	_____	¹ Indicators of hydric soil and wetland hydrology must be present	
8. _____	_____	_____	_____	Hydrophytic Vegetation Present? <u>Yes</u>	
<u>Woody Vine Stratum</u> Total Cover: <u>103</u>					
1. _____	_____	_____	_____		
2. _____	_____	_____	_____		
Total Cover: _____					
% Bare Ground in Herb Stratum <u>8</u> % Cover of Biotic Crust <u>0</u>					

Remarks:
Sample point is situated in an excavated, earthen trapezoidal flood channel. Vegetation in the channel bottom is clearly distinct from that on the banks and is dominated by weak wetland indicator species.

SOIL

Sampling Point: 4-1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-4	5Y 2.5/1	100					Clay loam	Channel soils influenced by water-borne sediments.
4-12	10YR 5/6	100	10YR 5/8	2	C	M	sandy loam	

¹ Type: C=Concentration, D=Depletion, RM=Reduced matrix. ² Location: PL=Pore Lining, RC=Root Channel, M=Matrix**Hydric Soil Indicators: (Applicable to all LRR's, unless otherwise noted.)****Indicators for Problematic hydric Soils³**

- | | |
|--|--|
| ☐ Histosol (A1) | ☒ Sandy Redox (S5) |
| ☐ Histic Epipedon (A2) | ☐ Stripped Matrix (S6) |
| ☐ Black Histic (A3) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ Stratified Layers ((A5) (LRR C) | ☐ Depleted Matrix (F3) |
| ☐ 1 cm Muck (A9) (LRR D) | ☐ Redox Dark Surface (F6) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Depleted Dark Surface (F7) |
| ☐ Thick Dark Surface (A12) | ☐ Redox Depressions (F8) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Vernal Pools (F9) |
| ☐ Sandy Gleyed Matrix (S4) | |

- ☐ 1 cm Muck (A9) (LLR C)
- ☐ 2 cm Muck (A10) (LLR B)
- ☐ Reduced Vertic (F18)
- ☐ Red Parent Material (TF2)
- ☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present**Restrictive layer (if present)**
 Type: _____
 Depth (inches): _____
Hydric Soil Present?

Remarks:

Brightly colored redox features at interface between clay loam and sandy loam horizons.

Note: Capay clay, 0-2% slopes classified as hydric soil type (depressions where a water table is present at a depth of 1.0 ft or less during the growing season if permeability is <6.0 in/hr in any layer within 20 in. of the surface).

HYDROLOGY

Wetland hydrology Indicators Primary Indicators (any one indicator is sufficient)Secondary Indicators (2 or more required)

- | | | |
|--|---|--|
| ☐ Surface Water (A1) | ☐ Salt Crust (B1) | ☒ Water Marks (B1) (Riverine) |
| ☐ High Water Table (A2) | ☐ Biotic Crust (B12) | ☒ Sediment Depsits (B2) (Riverine) |
| ☐ Saturation (A3) | ☐ Aquatic Invertebrates (B13) | ☒ Drift Deposits (B3) (Riverine) |
| ☐ Water Marks (B1) (Nonriverine) | ☐ Hydrogen Sulfide Odor (C1) | ☒ Drainage Patterns |
| ☐ Sediment Deposits (B2) (Nonriverine) | ☒ Oxidized Rhizospheres along living roots (C3) | ☐ Dry-Season Water Table (C2) |
| ☐ Drift Deposits (B3) (Nonriverine) | ☐ Presence of Reduced Iron (C4) | ☐ Crayfish Burrows (C8) |
| ☒ Surface Soil Cracks (B6) | ☐ Recent Iron Reduction in Plowed Soils (C6) | ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Thin Muck Surface (C7) | ☐ Shallow Aquitard (D3) |
| ☒ Water-Stained Leaves | ☐ Other (Explain in Remarks) | ☐ FAC-Neutral Test (D5) |

Field Observations:

Surface Water Present	No	Depth (inches)	_____
Water Table Present?	No	Depth (inches)	_____
Saturation Present (includes capillary fringe)	No	Depth (inches)	_____

Wetlands Hydrology Present? Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections) if available

Remarks:

Sample point is situated within a flood channel. Site is presumed to be inundated or saturated to within 12 inches of the surface for a significant portion of the growing season based on the dominant vegetation of wetland indicator species and presence of brightly colored mottles in the soil profile.

CEQA Initial Study Checklist
Americana Park Bypass Channel
December 2016

ATTACHMENT 3

GOOD HOUSEKEEPING ACTIVITY SPECIFIC EROSION AND SEDIMENT CONTROL PLAN

PG&E STORM WATER PROGRAM GROUP
JANUARY 2011

Good Housekeeping

Activity Specific Erosion and Sediment Control Plan (A-ESCP)



If Cumulative Soil Disturbance Changes,
Contact PG&E Environmental Operations - Environmental Field Specialists (EFS)
For Re-Evaluation of Storm Water Protection Needs

Prepared by

PG&E Storm Water Program Group

January 2011



TABLE OF CONTENTS

1.0	WHAT IS COVERED UNDER THIS A-ESCP?	1
1.1	Good Housekeeping	1
1.2	Project Activities	1
1.3	Site Conditions Not Covered in this A-ESCP	2
1.4	Scheduling BMP Installation	2
2.0	BEST MANAGEMENT PRACTICES	2
2.1	Where to Obtain BMP Materials	3
2.2	Erosion Control	3
2.3	Sediment Controls	4
2.4	Tracking Controls	7
2.5	Good Housekeeping BMPs	8
3.0	BMP INSPECTION AND MAINTENANCE.....	14
4.0	WHOM TO CALL	15
5.0	POST-CONSTRUCTION.....	15

Attachments

Attachment A	Typical BMP Installation Map
Attachment B	PG&E Best Management Practice (BMP) Cut-sheets

1.0 WHAT IS COVERED UNDER THIS A-ESCP?

1.1 Good Housekeeping

This Activity Specific Erosion and Sediment Control Plan (A-ESCP) is applicable to small construction activities that are not near sensitive habitat, surface waters or wetlands, or located along steep slopes. If you encounter one of those conditions, contact your local Environmental Field Specialist (EFS). This A-ESCP sets forth minimum Best Management Practices (BMPs) for Good Housekeeping at all small PG&E construction projects.

Additional erosion and sediment control measures are outlined in Pacific Gas and Electric Company's (PG&E) A-ESCPs for the following routine activities:

- Rural Pole Installation or Replacement Projects
- Urban Pole Installation or Replacement Projects
- Small Rural Access Road Construction and Maintenance Projects
- Rural Fence Installation Construction Projects
- Small Urban Excavation Projects
- Paving and Sawcutting Projects
- Laydown/Staging Area Construction
- Heliport Pad Area Construction
- Small Area Substation Construction

1.2 Project Activities

Typical activities performed might include the following:

- Establish clear work area
- Establish lay down, staging, or vehicle parking areas
- Construct a stabilized construction entrance/exit
- Protect all inlets within or near to, the construction area
- Install dumpsters and other waste management facilities at least 50 feet from an inlet
- Provide for removable dumpster covers
- Procure covers for stockpiles from trenches or excavations
- Construct a concrete waste washout if concrete will be used during construction
- Make sure spill control kits are onsite and available

- Check equipment and vehicles daily for signs of drips/leaks and provide drip pans as necessary
- Store all soluble materials under cover or in clearly marked containers on pallets
- Establish proper locations for temporary or portable sanitary/septic waste systems, if necessary
- Demobilize after removing all temporary BMPs

1.3 Site Conditions Not Covered in this A-ESCP

This document is applicable to small projects that should not include nearby site conditions such as:

- Nearby water bodies
- Wetlands/vernal pools
- Environmentally sensitive areas or protectable vegetation
- Steep slopes

Should any of these conditions be visible or become apparent in the near vicinity during mobilization activity, contact your local EFS for further direction.

1.4 Scheduling BMP Installation

Planning for storm water pollution prevention is required for all PG&E construction and maintenance projects throughout the year. However during the dryer summer months between June and September, for short duration projects (projects less than one week in duration), erosion and sediment control BMPs may not have to be implemented unless there is a possibility of precipitation. Storm water pollution prevention planning must be done prior to starting the project and erosion and sediment control BMPs must be on hand in the event there is a sudden rain event, but only need to be deployed if precipitation occurs. Good housekeeping and tracking control BMPs must be implemented on all projects, regardless of time of year.

For longer duration projects, and all small construction projects from October to May, BMPs shall be installed prior to the soil disturbing activities, maintained during soil disturbing activities and removed at the conclusion of soil disturbing activities.

2.0 BEST MANAGEMENT PRACTICES

The purpose of this A-ESCP is to specify appropriate Good Housekeeping BMPs for all small maintenance or expansion projects. It is recommended that construction activities are scheduled to minimize soil disturbing activities during rain events.

The BMPs for the project should be installed in areas similar to those shown on the Typical BMP Installation Map, Attachment A.

Detailed cut-sheets on each BMP are provided in Attachment B.

Good Housekeeping BMPs should be followed to protect storm water runoff from construction associated chemicals and to maintain a clean construction site.

2.1 Where to Obtain BMP Materials

BMP products in Table 1 can be obtained through PG&E materials warehouses using project order numbers and established materials codes.

**TABLE 1
BMP PRODUCTS INFORMATION**

Category	Supplier	Product Name	Units
Certified Weed-Free Straw Mulch (EC-6)	Reed & Graham	Weed-Free Straw	Bales
Geotextiles and Mats (EC-7) Geotextile Fabric	Reed & Graham	Mirafi 600	Rolls: 12.5' x 360' 17.5' x 238'
Geotextiles and Mats (EC-7) Jute Mat	Reed & Graham	Eco-Jute	Rolls: 4' x 225'
Geotextiles and Mats (EC-7) Plastic Sheeting	Reed & Graham	Visqueen	Rolls: 20 or 40'x 100'; 10ml thick
Silt Fence (SE-1)	Reed & Graham	Caltrans Grade Silt Fence	100 feet with 36-inch wood posts at 6 foot spacing
Fiber Roll (SE-5)	Curlex	Sediment Log Type II	25 foot rolls x 6 or 9" diameter
Gravel Bags (SE-6)	Reed & Graham	Roc Soc	mono filament
Inlet Protection (SE-10) Gravel Bag	Reed & Graham	Same as SE-6	
Inlet Protection (SE-10)	Curlex	Same as SE-5	

2.2 Erosion Control

Erosion control practices consist of source control measures designed to prevent soil particles from becoming dislodged and transported in storm water runoff.

Soil-disturbing activities will be addressed as follows:

TABLE 2

BMP Number	BMP Name
EC-16	Non-Vegetative Stabilization

For BMP installation procedures refer to the cut-sheets in Attachment B.

EC-16 Non-Vegetative Stabilization:

Non-vegetative stabilization methods are used for temporary or permanent stabilization of areas where vegetative options are not feasible due to proposed use, soil/climate conditions, time constraints, or other factors. There are many methods of non-vegetative stabilization. This section covers gravel mulch.

Gravel mulch is a non-degradable erosion control product, as opposed to degradable straw and wood mulch, composed of washed and screened coarse to very coarse gravel. Details of installation and practices are provided on the cut-sheets in Attachment B. Key points are:

- Gravel should be sized based on slope, rainfall, and upgradient run-on conditions. Inadequately sized gravel mulch may wash away with runoff
- Gravel should be installed at a minimum 2" depth
- If permanent, a weed control fabric should be placed prior to installation

2.3 Sediment Controls

Sediment controls filter storm water and trap soil particles before they move offsite. Table 3 has a selection of BMPs used to filter storm water.

TABLE 3

BMP Number	BMP Name
SE-1	Silt Fence
SE-6	Gravel Bag Berm

For BMP installation procedures refer to the cut-sheets in Attachment B.

SE-1 Silt Fence

Silt fence is one of the most commonly used BMPs. It traps sediment by intercepting and detaining small amounts of sediment laden sheet flow runoff from disturbed areas to promote sedimentation behind the fence. It can be used in the following applications:

- Along the perimeter of a project
- Below the toe or down-slope of exposed erodible slopes
- Along drainage ways and channels to prevent sediment from entering these areas
- Around stockpiles

Details for installation of this product are in the cut-sheets found in Attachment B. Key points are:

- Used principally in areas where sheet flow occurs
- Install along a level contour, perpendicular to slope, so water does not flow along fence causing a concentrated flow
- Provide room for runoff to pond behind fence
- Bury bottom of fencing material to prevent water from running underneath
- Overlap ends of fence so flow is not concentrated in gaps between adjacent sections
- Stakes should be on the down-slope side of the fence
- Turn the ends of the fence uphill to prevent storm water from flowing around fence

Silt fence may be used as a good housekeeping BMP to protect small maintenance or expansion projects from run-on, to protect inlets, swales, and channels in unpaved areas, or to protect downgradient drainages from runoff from the work area. Silt fence is installed in unpaved areas. To protect paved areas, refer to SE-6 Gravel Bag Berm.



Silt fence reinforced with gravel bags, protecting a drainage channel.

SE-6 Gravel Bag Berms

Gravel bags are a good option for use in concentrated flow areas because their weight will keep them in place. Gravel bags can be formed into berms or check dams in channels. The picture below shows gravel bags used as both a berm and check dams. They may be suitable for:

- Diverting water running onto or off of the project site
- Slowing water on disturbed slopes
- Below the toe of slopes
- As sediment traps in channels
- Around temporary stockpiles including those on paved areas

The details for installation of this product are in the cut-sheets found in Attachment B. Key points are:

- Installation can be labor intensive
- Degraded gravel bags may rupture when removed, spilling contents
- Easily damaged by construction equipment
- Must be removed at end of project

For small maintenance or expansion projects, gravel bag berms may be used in paved areas for similar applications to silt fence.



Gravel bags used to slow sheet flow run-on into the lined swale, and as check dams to slow flow within the swale.

2.4 Tracking Controls

Tracking of mud and dirt onto public roads must always be controlled at construction sites. Access roads, parking lots, and other onsite vehicle transportation routes should be stabilized after they are graded if they will be used during or after periods of rain.

The tracking control measures are:

TABLE 4

BMP Number	BMP Name
TC-1/2	Tracking Control

For BMP installation procedures refer to the cut-sheets in Attachment B.

TC-1/TC-2 Tracking Control:

Tracking controls consist of preventing or reducing the tracking of sediment off-site by vehicles leaving the construction area. Tracking control BMPs include TC-1 Stabilized Construction Entrance/Exit and TC-2 Stabilized Construction Roadway. Details of tracking control BMPs are in the cut-sheets found in Attachment B.

Tracking control is important for any construction project large or small. Track-out of mud, rock, or dirt onto paved streets is visible to the public and any city or county staff will identify this as a storm water violation. Pictured below is an example of a construction entrance/exit that is well maintained in which no muddy wheel tracks are visible on the pavement.



Clean and well maintained construction entrance/exit.

Depending on the size of your project, tracking control can be accomplished in various ways. If you are working on a very small, short duration project, tracking control can be

as simple as sweeping during and at the end of the day. Sites that have a construction entrance/exit that transitions from dirt to pavement may require more attention. Pictured here is an example of a construction entrance before and after stabilization:



Construction entrance/exit before and after installation of gravel over geotextile fabric tracking control.

Larger sites may require the use of temporary construction roadways. Temporary roads should follow the contours of the natural terrain to the maximum extent possible. Roadways should be graded to prevent runoff from leaving the construction site. Drainage should flow across the roadway width to one or both sides of the roadway, where a trench may be dug and stabilized to direct concentrated flow or a gravel bag berm may be installed along the perimeter of the road.

Make the tracking control fit the size of the project.

2.5 Good Housekeeping BMPs

Good housekeeping covers general practices that keep a construction site clean and neat. It also designates specific areas where such things as refueling can be done safely so that any incidental spills will not end up in storm water runoff from the site. The good housekeeping practices covered in this plan are:

TABLE 5

BMP Number	BMP Name
NS-9	Vehicle and Equipment Fueling
WM-1	Material Delivery and Storage
WM-2	Material Use
WM-3	Stockpile Management
WM-4	Spill Prevention and Control
WM-5	Solid Waste Management
WM-6	Hazardous Materials and Waste Management
WM-7	Contaminated Soil Management
WM-8	Concrete Waste Management
WM-9	Sanitary/Septic Waste Management
WM-10	Liquid Waste Management

NS-9 Vehicle and Equipment Fueling:

Construction projects must implement vehicle and equipment fueling procedures that minimize spills and leaks, and reduce or eliminate contamination of storm water. Details of implementing NS-9 Vehicle and Equipment Fueling are provided in the cut-sheets found in Attachment B. Practices that must be followed include:

- Use offsite fueling stations as much as possible
- Fueling operations must be attended to at all times
- Do not top-off fuel tanks
- Absorbent spill cleanup kits should be in fueling areas and on fueling trucks and should be disposed of properly after use
- Drip pans or absorbent pads should be used during vehicle and equipment fueling unless fueling is done on a paved surface in a dedicated area
- Portable fueling containers should be kept securely closed in secondary containment when not in use

WM-1 Material Delivery and Storage:

Proper material delivery and storage practices are necessary to control the discharge of pollutants to storm water runoff.

- Store materials in a designated area, on plastic sheeting or an impervious surface, and cover all chemicals and biodegradable materials
- Locate material storage areas away from storm drains and watercourses
- Store only the minimum amount of material that is required for the job

Details of WM-1 Material Delivery and Storage are on the cut-sheets provided in Attachment B.

WM-2 Material Use

Prevent or reduce the discharge of pollutants to the storm drain system or watercourses from material use by minimizing hazardous materials used on-site. Hazardous materials include but are not limited to herbicides, pesticides, fertilizers, detergents, fuel, oil, asphalt, and other concrete compounds. Details for implementing WM-2 Material Use are in the cut-sheets provided in Attachment B. Key methods are:

- Do not over-apply herbicides, pesticides, fertilizers, soil stabilizers, etc.
- Proper management of paint-related wastes

WM-3 Stockpile Management

Stockpile management procedures are designed to reduce or eliminate air and storm water pollution from soil, paving and construction materials stockpiles. Details for implementing stockpile management practices are on the cut-sheets provided in Attachment B. Stockpile management requirements include:

- Protection of stockpiles must be implemented during the entire year, not just during the rainy season
- All stockpiles should be covered prior to the onset of rain and in windy conditions
- Protect the perimeter of stockpiles from storm water run-on
- Inspect frequently because plastic degrades quickly and is easily damaged by wind
- Keep secure so fragments will not be blown into electrical equipment



Proper securing of plastic sheeting.

WM-4 Spill Control

At all work sites, prevent and reduce the discharge of pollutants to drainage systems or watercourses by reducing the chance for spills, containing and cleaning up spills, and properly disposing of spill materials. Details for implementing spill control are provided in the cut-sheets in Attachment B. Key points are:

- Handle and store all materials and wastes in accordance with appropriate BMPs
- Ensure an ample supply of spill clean-up materials is available wherever chemicals are used and stored
- Protect stormwater drains and conveyances, watercourses, and site run-on/runoff from spilled materials. Do not bury and wash away spills
- Clean up spills immediately and dispose of materials appropriately

WM-5 Solid Waste Management

Solid waste management procedures and practices are designed to prevent or reduce the discharge of pollutants to stormwater from solid or construction waste by providing designated waste collection areas and containers and by arranging for regular disposal of wastes. Solid wastes include everything from tree and shrub clippings to construction debris to food containers and coffee cups. Details for implementation of WM-5 Solid Waste Management are in the cut-sheets found in Attachment B. Key points are:

- Provide a designated waste collection area on-site or on construction vehicles
- Prevent contact between solid wastes and stormwater
- Ensure regular collection and disposal of solid wastes

WM-6 Hazardous Materials and Waste Management

Hazardous materials and waste including but not limited to petroleum products, asphalt products, pesticides, herbicides, solvents, and paint products may be used on small construction sites. Sites involving demolition or renovations to existing facilities may

produce hazardous waste from older building materials and equipment such as lead paint, asbestos, and PCB containing equipment. Hazardous materials should be stored and handled in such a way as to protect stormwater from potential contamination. Details of storage and use of hazardous materials and waste are provided on the cut-sheets in Attachment B. Key points are:

- Store hazardous materials in appropriate containers. During the rainy season, provide cover on non-working days and prior to storm events
- Handle paint and painting wastes in accordance with the details provided on the cut-sheets and PG&E Environmental Practices
- Do not store more material than necessary on-site. Follow manufacture's recommendations for usage and application rates

WM-7 Contaminated Soil Management

Contaminated soil may be encountered on project sites, particularly where soil contamination may have occurred in past use, or due to spills, illicit discharges, or leaks from underground storage tanks. Details for implementing WM-7 Contaminated Soil Management are on the cut-sheets found in Attachment B. Key points are:

- Soil discoloration, odors, abandoned underground tanks or pipes, and buried debris are signs of potentially contaminated soil
- If contaminated soil is encountered, discontinue construction activities and contact the project Environmental Representative
- Manage contaminated soil according to PG&E Environmental Practices

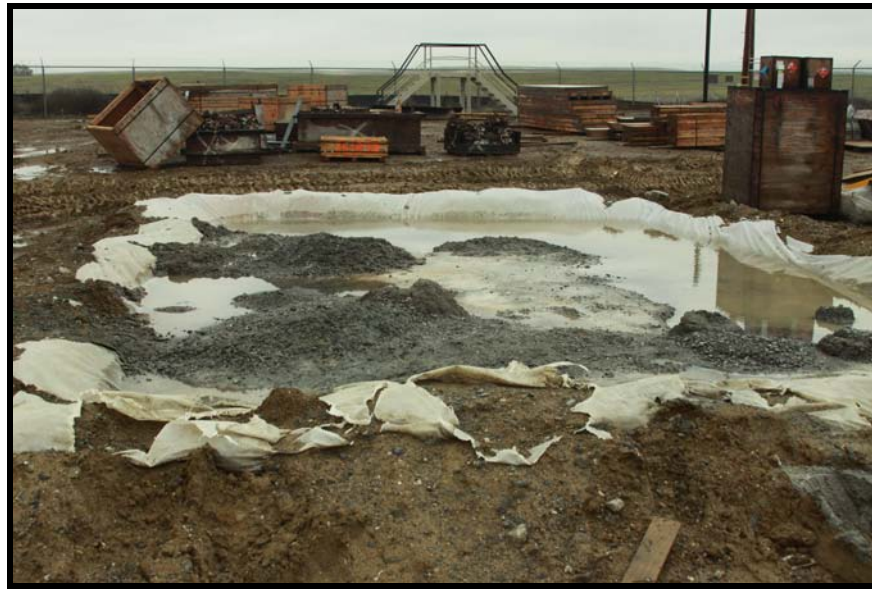
WM-8 Concrete Waste Management

Concrete waste can alter the chemical properties of storm water; therefore it's important to manage concrete washout and cutting operations to minimize contact with site run-on and runoff. Where offsite washout of concrete wastes is not possible, designated on-site washouts should be provided. Details for implementing WM-8 Concrete Waste Management are provided on the cut-sheets found in Attachment B. Key points are:

- Contain wash out of concrete wastes to evaporate and properly dispose of solids
- Washout areas should be lined to protect the ground and constructed with sufficient volume to contain wastes, washout, and rainwater
- Do not allow excess concrete to be dumped onsite, except in designated areas
- Must have adequate volume so rain events do not overfill containment



Two alternatives for containing concrete washout water.



Adequate volume and maintenance are essential to prevent a release of high pH water from temporary concrete washout containments.

WM-9 Sanitary/Septic Waste Management

Proper sanitary and septic waste management prevent the discharge of pollutants to storm water from sanitary and septic waste by providing convenient, well-maintained facilities, and arranging for regular service and disposal. Details on implementation of WM-9 are provided in Attachment B. Key points are:

- Locate temporary facilities away from drainage conveyances, watercourses, and traffic
- Ensure facilities are maintained in good working order and serviced regularly by a licensed service

- When there is a risk of high winds, secure facilities to prevent overturning



Locate sanitary facilities away from sensitive areas and secure to prevent overturning in high winds.

WM-10 Liquid Waste Management

Liquid waste management includes procedures and practices to prevent discharge of pollutants to the storm drain system or to watercourses. For details on hazardous liquid waste management see WM-6 Hazardous Waste Management. Non-hazardous liquid wastes include drilling fluids and slurries, grease-free and oil-free wastewater and rinse water, and other non-storm water liquid discharges not permitted by separate permits. Details for implementing WM-10 Liquid Waste Management are on the cut-sheets provided in Attachment B. Key points are:

- Instruct employees, subcontractors, and suppliers that it is unacceptable for any liquid waste to enter any storm drainage device, waterway, or receiving water
- Do not allow liquid wastes to flow or discharge uncontrolled. Use temporary dikes or berms to intercept and direct flows to containment areas/devices
- Liquid wastes should be contained in a controlled area such as a holding pit, sediment basin, roll-off bin, or portable tank
- Liquid wastes may require treatment prior to disposal. Contact the project Environmental Representative for more information

3.0 BMP INSPECTION AND MAINTENANCE

BMP installation, inspection and maintenance will be performed by the PG&E construction crew. BMPs should be inspected daily during construction activities. In the

event that BMPs appear to require maintenance or are not functioning as expected, the BMP will be repaired or replaced to correct the deficiency.

4.0 WHOM TO CALL

If the project receives a written notice or order from any regulatory agency, contact your local EFS for further direction immediately.

Contact the local EFS if any of the following conditions occur:

- Visually cloudy/muddy water is observed leaving the work area
- Discharge or spill of hazardous substance

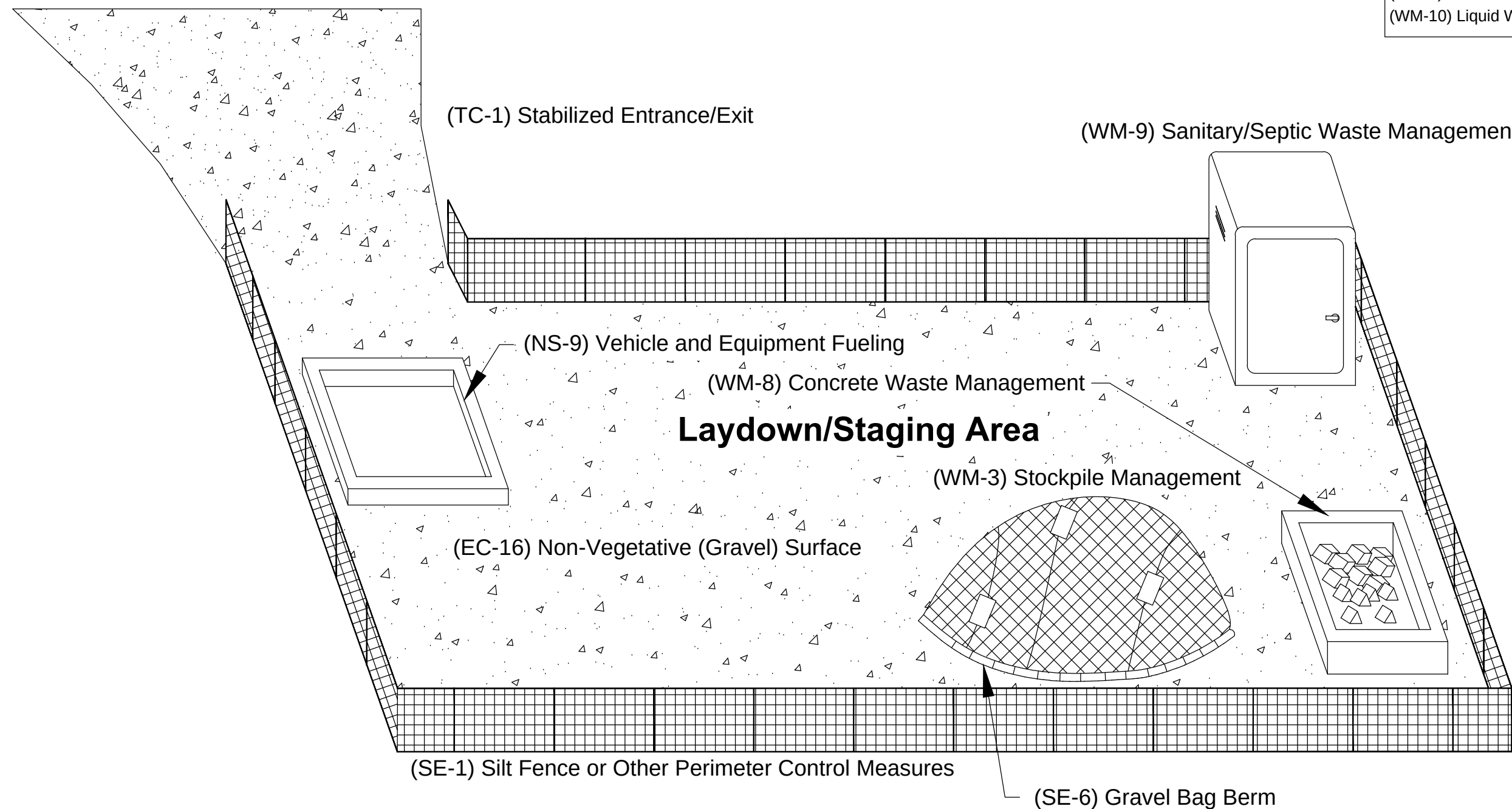
After hours or if the local EFS are unavailable, call the following 800 number:
800-874-4043.

5.0 POST-CONSTRUCTION

Upon completion of construction within the project area, all temporary, non-biodegradable BMPs will be removed. All construction equipment will be demobilized and removed from the site.

Attachment A Typical BMP Installation Map

- Additional BMPs to be utilized:**
- (WM-1) Material Delivery and Storage
 - (WM-2) Material Use
 - (WM-4) Spill Prevention and Control
 - (WM-5) Solid Waste Management
 - (WM-6) Hazardous Waste Management
 - (WM-7) Contaminated Soil Management
 - (WM-10) Liquid Waste Management



Attachment B PG&E Best Management Practice (BMP) Cut-sheets

Cut-sheets for BMPs described in this A-ESCP are included in this attachment, as follows:

SE-1 Silt Fence
SE-6 Gravel Bag Berm
NS-9 Vehicle and Equipment Fueling
TC-1 Stabilized Construction Entrance/Exit
TC-2 Stabilized Construction Roadway
WM-1 Material Delivery and Storage
WM-2 Material Use
WM-3 Stockpile Management
WM-4 Spill Prevention and Control
WM-5 Solid Waste Management
WM-6 Hazardous Materials and Waste Management
WM-7 Contaminated Soil Management
WM-8 Concrete Waste Management
WM-9 Sanitary/Septic Waste Management
WM-10 Liquid Waste Management



When

Silt fences are temporary linear sediment barriers of permeable fabric designed to intercept and slow the flow of sediment-laden sheet flow runoff. Silt fences allow sediment to settle from runoff before water leaves the construction site.

Silt fences are placed:

- Below the toe of exposed and erodible slopes
- Down slope of exposed soil areas
- Around temporary stockpiles
- Along streams and channels
- Along the perimeter of a project

How

Construct silt fences with a setback of at least 3 feet from the toe of a slope in areas suitable for temporary ponding or deposition of sediment. Where a 3-foot setback is not practicable, construct as far from the toe of the slope as practicable.

- Generally, use silt fences in conjunction with erosion controls up slope to provide effective control, particularly for slopes adjacent to water bodies or Environmentally Sensitive Areas
- Construct the length of each reach (length of fence) so that the change in base elevation along the reach does not exceed 1/3 the height of the barrier; each reach should not exceed 500 feet. The last 6 feet of the reach should be turned up slope
- The maximum length of slope draining to the silt fence should be 200 feet or fewer
- Excavate a trench for the bottom of the silt fence that is not wider or deeper than necessary
- Key in, or bury the bottom of silt fence fabric at least 12 inches deep in trench and tamp into place. If it is not feasible to trench along the slope contour, use sand bags or backfilling to key in the bottom of the fabric
- Install fence post at least 12 inches below grade on down slope side of trench
- Silt fences should not be considered for installation below slopes steeper than 1:1 (horizontal:vertical) or that contain a high number of rocks or loose dirt clods

Maintenance and Inspection

- Repair or replace split, torn, slumping, undercut, or weathered fabric
- Inspect silt fences before and after each storm event and routinely throughout the rainy season
- Remove accumulated sediment when it reaches 1/3 of the barrier height. Incorporate removed sediment into the project at appropriate locations or dispose of at a PG&E-approved site



- Remove and dispose of silt fences that are damaged and become unsuitable for the intended purpose and replace with new silt fence barriers
- Remove silt fence when the upgradient area is stabilized. Fill and compact post-holes and anchorage trench, remove sediment accumulation, and grade fence alignment to blend with adjacent ground

Silt fence installed at the toe of an erodible slope for perimeter control.



Silt fence needs to be properly keyed in 12 inches below the ground surface.



**When**

A gravel bag berm consists of a single row of gravel bags that are installed end-to-end to form a barrier across a slope to intercept runoff, reduce its flow velocity, release the runoff as sheet flow, and provide some sediment removal. Gravel bags can also be used where flows are moderately concentrated, such as ditches, swales, and storm drain inlets (Storm Drain Inlet Protection to divert and/or detain flows). Gravel bag berms are appropriate for perimeter site control or along streams, channels, storm drain inlets, or around stockpiles to intercept sediment laden storm water and non-storm water runoff.

- Where it is desirable to filter sediment in runoff. Note that gravel bag berms are generally more permeable than sand bags. Sand bag barriers should be used where it is desirable to block and pond flows (e.g., for containment of non-storm water flows)
- Along the face and at grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow
- On a project-by-project basis to maximize effectiveness
- With other BMPs to maximize sediment containment

How

When used as a linear control for sediment removal:

- o Install along a level contour
- o Space rows 8 to 20 feet apart
- o Turn ends of gravel bag row up slope to prevent flow around the ends
- o Use in conjunction with temporary soil stabilization controls up slope to provide effective control
- When used for concentrated flows:
 - o Stack gravel bags to required height. When the height requires 3 rows or more, use a pyramid approach
 - o Overlap upper rows of gravel bags with overlap joints in lower rows
- Construct gravel bag barriers with a setback of at least 3 feet from the toe of a slope. Where a 3-foot setback is not practicable, construct as far from the toe of the slope as practicable

Maintenance and Inspection

- Inspect gravel bag berms before and after each storm event and routinely throughout the rainy season
- Reshape or replace gravel bags as needed
- Repair washouts or other damages as needed
- Inspect gravel bag berms for sediment accumulation and remove sediments when accumulation reaches 1/3 of the berm height. Incorporate removed sediment into the project at appropriate locations or dispose of it at a PG&E-approved site
- Remove gravel bag berms when no longer needed. Remove

SEDIMENT CONTROLS

Gravel Bag Berm

SE-6



sediment accumulation, and clean, re-grade, and stabilize the area. Incorporate removed sediment into the project at appropriate locations or dispose of it at a PG&E-approved site

Gravel bag berm used for perimeter control.

Gravel bag check dams installed to slow the water down and encourage sediments to drop out.



NON-STORM WATER DISCHARGE CONTROLS

Vehicle and Equipment Fueling

NS-9



When

Use this BMP for projects where onsite fueling of vehicles and equipment, including handheld equipment, is planned.

Vehicle and equipment fueling, except for handheld equipment, is typically not done on the construction site. Onsite fueling of vehicles and equipment may be planned if it is impractical to send vehicles and equipment offsite for fueling.

Handheld equipment is treated separately from other equipment. Handheld equipment includes those smaller, manually operated pieces of equipment such as trenchers, mowers, chainsaws, generators, and other equipment that need fueling during regular daily operation.

How

Use the following measures, as applicable:

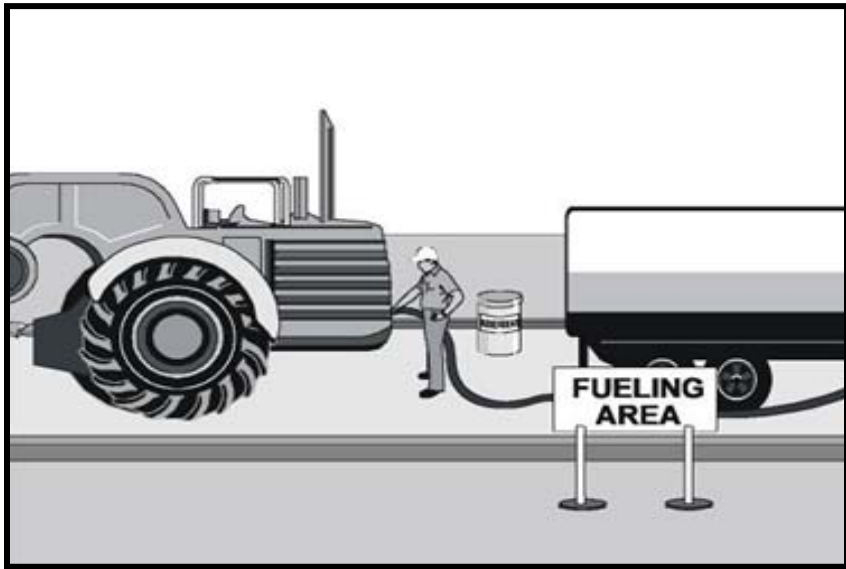
Fueling Vehicles and Handheld Equipment:

- If practical, fuel vehicles and equipment offsite
- Mobile fueling equipment is the preferred equipment used for onsite fueling
- Locate fuel storage and fueling areas away from storm drain inlets, drainage systems, and watercourses
- Conduct all fueling with the fueling operator in attendance at all times, even if fuel nozzles are equipped with automatic shutoff features
- Do not top off fuel tanks
- All fueling operators should have readily available spill containment and cleanup equipment and materials
- Immediately clean up any spills and properly dispose of contaminated materials. Do not hose down or bury spills
- Properly store and dispose of rags and absorbent material used to clean up any spilled fuel
- Mobile fueling trucks and operators must have all necessary permits, licenses, and training

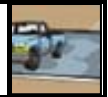
Maintenance and Inspection

Check to ensure adequate supply of spill cleanup materials is available. Routinely inspect designated fueling areas.

- Immediately report all spills to the project Supervisor or the Environmental Representative
- Vehicles and equipment should be inspected each day of use for leaks



Fuel vehicles and equipment within a designated fueling area.



When

Tracking controls reduce offsite tracking of sediment and other pollutants by providing a stabilized entrance at defined construction site entrances and exits and/or providing methods to clean up sediment or other materials to prevent them from entering a storm drain by sweeping or vacuuming.

- Stabilize entrances on a project-by-project basis in addition to other BMPs
- Implement sweeping or vacuuming when sediment is tracked from the project site onto public or private paved roads, typically at points of site exit
- Use stabilized entrances and/or sweeping at construction sites:
 - o Where dirt or mud is tracked onto public roads adjacent to water bodies
 - o Where poor soils are encountered, such as soils containing clay
 - o Where dust is a problem during dry weather conditions

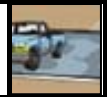
How

Stabilized Construction Entrances

- Limit the points of entrance/exit to the construction site by designating combination or single-purpose entrances and exits. Require all employees, subcontractors, and others to use them. Limit speed of vehicles to control dust
- Grade each construction entrance/exit to prevent runoff from leaving the construction site
- Route runoff from stabilized entrances/exits through a sediment-trapping device before discharge
- Design stabilized entrance/exit to support the heaviest vehicles and equipment that will use it
- Select construction access stabilization (aggregate, asphaltic concrete, and concrete) based on longevity, required performance, and site conditions
- Use of constructed or constructed/manufactured steel plates with ribs for entrance/exit access is permitted
- If aggregate is selected, place crushed aggregate over geotextile fabric to at least 12 inches deep, or place aggregate to a depth recommended by a geotechnical engineer. Use crushed aggregate of more than 3 inches but fewer than 6 inches
- If possible, construct aggregate area with a minimum length of 50 feet and width of 30 feet

Street Sweeping and Vacuuming

- Routinely inspect potential sediment tracking locations, at least daily
- Sweep or vacuum visible sediment tracking as needed
- Manual sweeping is appropriate for small projects. For larger



projects, use sweeping methods that collect removed sediment and material

- If not mixed with debris or trash, incorporate the removed sediment into the project or dispose of it at a PG&E-approved disposal site

Maintenance and Inspection

Stabilized Construction Entrance

- Inspect routinely for damage and assess effectiveness. Repair if access is clogged with sediment
- Sweep where tracking has occurred on roadways, on the same day. Do not use water to wash sediment off the streets. If water must be used, it should be captured to prevent sediment-laden water from running off the site
- Keep all temporary roadway ditches clear

Street Sweeping and Vacuuming

- Inspect inlet and outlet access points routinely and sweep tracked sediment as needed
- Be careful not to sweep up any unknown substance or any object that may be potentially hazardous
- After sweeping, properly dispose of sweeper wastes

Depending on the project area soil types, these metal plates may be sufficient enough to prevent track out onto paved roads.

Regularly clean the plates to prevent buildup of sediments, mud, or construction debris from being tracked onto the paved road.



Manufactured metal plates knock dirt off vehicles before exiting a site.



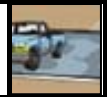
One way to prevent bypassing would be to install a barrier such as safety cones or K-rails.



For rocked construction entrances/exits, use crushed aggregate of more than 3 inches but fewer than 6 inches.



Traditional rocked construction entrance/exit.

**When**

Access roads, subdivision roads, parking areas, and other onsite vehicle transportation routes should be stabilized immediately after grading, and frequently maintained to prevent erosion and control dust.

This BMP should be applied for the following conditions:

- Temporary Construction Traffic:
 - o Phased construction projects and offsite road access
 - o Construction during wet weather
- Construction roadways and detour roads:
 - o Where mud tracking is a problem during wet weather
 - o Where dust is a problem during dry weather
 - o Adjacent to water bodies
 - o Where poor soils are encountered

How

Areas that are graded for construction vehicle transport and parking purposes are especially susceptible to erosion and dust. The exposed soil surface is continually disturbed, leaving no opportunity for vegetative stabilization. Such areas also tend to collect and transport runoff waters along their surface. During wet weather, they often become muddy and can generate significant quantities of sediment that may pollute nearby streams or be transported offsite on the wheels of construction vehicles. Dirt roads can become so unstable during wet weather that they are virtually unusable.

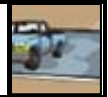
Efficient construction road stabilization not only reduces onsite erosion but also can significantly speed onsite work, avoid instances of immobilized machinery and delivery vehicles, and generally improve site efficiency and working conditions during adverse weather.

Permanent roads and parking areas should be paved as soon as possible after grading. As an alternative where construction will be phased, the early application of gravel or chemical stabilization may solve potential erosion and stability problems. Temporary gravel roadway should be considered during the rainy season and on slopes greater than 5 percent.

Temporary roads should follow the contour of the natural terrain to the maximum extent possible. Slope should not exceed 15 percent. Roadways should be carefully graded to drain transversely. Provide drainage swales on each side of the roadway in the case of the crowned section or one side in the case of the super elevated section. Simple gravel berms without a trench can also be used.

Installed inlets should be protected to prevent sediment laden water from entering the storm sewer system (see SE-10, Storm Drain Inlet Protection). In addition, the following criteria should be considered:

- Road should follow topographic contours to reduce erosion of the roadway



Maintenance and Inspection

- The roadway slope should not exceed 15 percent
- Chemical stabilizers or water are usually required on gravel or dirt roads to prevent dust
- Properly grade roadway to prevent runoff from leaving the construction site
- Design stabilized access to support heaviest vehicles and equipment that will use it
- Stabilized roadway using aggregate, asphalt concrete, or concrete based on longevity, required performance, and site conditions. The use of cold mix asphalt or asphalt concrete grindings for stabilized construction roadway is not allowed
- Coordinate materials with those used for stabilized construction entrance/exit points
- If aggregate is selected, place crushed aggregate over geotextile fabric to at least 12 inch depth
- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and at two-week intervals in the non-rainy season to verify continued BMP implementation
- Keep all temporary roadway ditches clear
- When no longer required, remove stabilized construction roadway and re-grade and repair slopes
- Periodically apply additional aggregate on gravel roads
- Active dirt construction roads are commonly watered three or more times per day during the dry season

Install filter fabric, place stabilization materials and compact.

In areas where run-on onto the road may be an issue install BMPs such as fiber rolls or silt fence to protect the road.



Stabilized construction road.

WASTE MANAGEMENT AND MATERIALS CONTROLS

Material Delivery and Storage

WM-1



When	Use this BMP if it is necessary to store materials at a construction site. This BMP does not apply to materials and supplies stored on trucks that are driven onsite and offsite daily.
How	Use the following measures as appropriate: • Store only the minimum amount of material that is needed for the job • Locate storage areas away from storm drain inlets, drainage systems, and watercourses to prevent storm water run-on from reaching the materials • If practical, store materials in enclosed storage containers such as cargo containers • Store materials on impervious surfaces or use plastic groundcovers to prevent spills or leakage from contaminating the ground • For known hazardous materials, keep materials covered with plastic or other waterproof materials. See WM-6 Hazardous Material and Waste Management • If necessary, provide secondary containment systems around material storage areas to prevent contaminated runoff/run-on from leaving storage area(s) • Keep an adequate supply of spill kit materials nearby • Ensure that qualified personnel are available when hazardous materials are delivered to guarantee proper delivery and storage in designated area • When the storage area is no longer needed, return it to original condition • Place bagged materials with the potential to pollute runoff, such as cold patch, concrete mix, and other materials, on pallets and under cover • Stack erodible landscape material on pallets and cover when not in use • Chemicals must be stored in water tight containers with appropriate secondary containment or in a storage shed
Maintenance and Inspection	Repair or replace covers, containment structures, or perimeter controls as needed to ensure proper functioning. Routinely inspect designated delivery and storage areas.



Materials are stored on pallets and covered to prevent contact with precipitation.

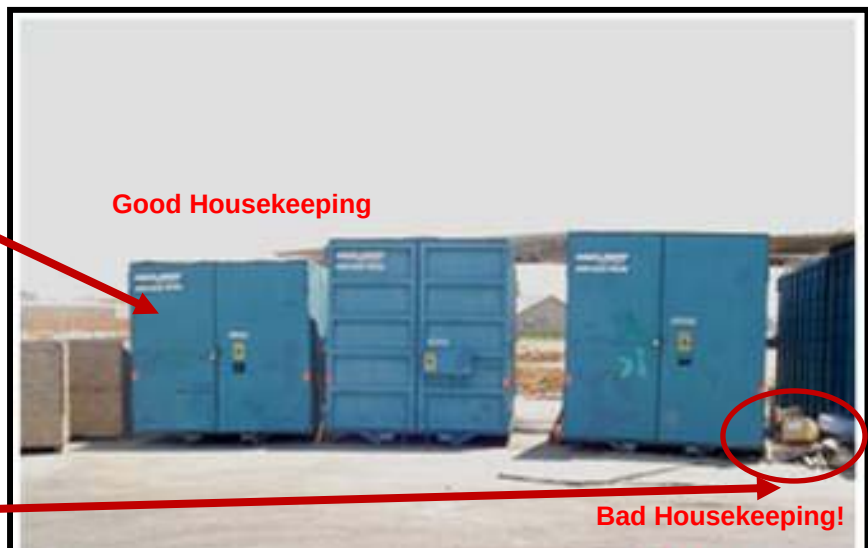
Spill kits are readily available.



Materials are covered and neatly stored within a curbed area.

Containers are another way to effectively store materials to prevent contact with sheet flow or precipitation.

Make sure materials are returned to the storage containers after use.





When	Apply this BMP when the following materials are used or prepared onsite: • Pesticides and herbicides • Fertilizers and soil amendments • Detergents • Petroleum products such as fuel, oil, and grease • Asphalt and other concrete components • Hazardous chemicals such as acids, lime, glues, adhesives, paints, solvents, and curing compounds • Mastic, pipe wrap, primers, and paint • Concrete compounds • Welding material • Other materials that may be detrimental if released to the environment
How	Reduce or eliminate use of hazardous materials onsite when practical. • Follow manufacturer instructions for use and handling of each of the hazardous materials used • Dispose of latex paint and paint cans, used brushes, paint rags, absorbent materials, and drop cloths when thoroughly dry and no longer hazardous, and dispose of them with other construction debris • Do not remove the original product label; it contains important safety and disposal information. Use the entire product before disposing of the container • When possible, mix paint indoors; otherwise use secondary containment structures. Do not clean paintbrushes or rinse paint containers into a street, gutter, storm drain, sanitary sewer, or watercourse • Dispose of as hazardous waste those paint thinners, residue, and sludge(s) that cannot be recycled. For water-based paint, clean brushes to the extent practical, and rinse into a concrete washout pit or temporary sediment trap. For oil-based paints, clean brushes to the extent practical and filter and reuse thinners and solvents • If possible, recycle residual paints, solvents, non-treated lumber, and other materials • Do not over apply fertilizers, pesticides, and soil amendments. Prepare only the amount needed. Strictly follow the recommended usage instructions • Keep an ample supply of spill cleanup material near use areas. Instruct employees in spill cleanup procedures • Avoid exposing applied materials to rainfall unless they have had sufficient time to dry or cure



- Manage hazardous materials in accordance with WM-6 Hazardous Materials/Waste Management
- Contact your Environmental Representative for additional information

Maintenance and Inspection

Spot check employees and contractors regularly throughout the job duration to ensure that appropriate practices are employed.

When utilizing materials, be sure to have secondary containment to prevent spills from having direct contact with soil.

Keep spill kit nearby and have readily available when using materials.



Example of improper use of materials. Missing secondary containment and spill kit.

Fencing provides security to prevent unauthorized personnel from gaining access to materials.

Store drums on secondary containment pallets.



Example of how to store materials within a structure.



When

Use this BMP when projects require stockpiled soil and paving materials. The stockpile management practices differ based on forecasted weather or terrain.

- Protection of stockpiles must be implemented whenever there is a potential for transport of materials by a water source (forecast precipitation, windy conditions, or any non-storm water runoff)

How

Use one or more of the following options to manage stockpiles and prevent stockpile erosion and sediment discharges for storm water and non-storm water runoff/run-on:

- o Return stockpile to the excavation if precipitation is forecast
- o Protect stockpiles from storm water run-on with temporary perimeter sediment barriers such as berms, silt fences, fiber rolls, covers, sand/gravel bags, or straw bale barriers, as appropriate
- o Remove or temporarily store stockpiles in a protected location offsite
- **Stockpiles should be covered, stabilized, or protected with a perimeter sediment barrier before the onset of precipitation**
- Secure plastic coverings tightly. Ensure no plastic is blown into electrical equipment
- Keep stockpiles organized and surrounding areas clean
- Protect storm drain inlets, watercourses, and water bodies from stockpiles, as appropriate
- Implement dust control practices as appropriate on all stockpiled material

Maintenance and Inspection

Repair and/or replace covers and perimeter containment structures as needed. Plastic sheeting requires frequent inspection for sun and wind damage.



This stockpile should have perimeter control around it. Such as, fiber rolls, a gravel bag berm, or silt fencing.



Stockpile covered with plastic and secured with large rocks. Where more than one sheet of covering is required, overlap sheets and secure at seam.

This stockpile should be covered even though it has perimeter control.



Silt fence as stockpile perimeter control.



When

This BMP applies to all construction sites at all times. Implement spill control procedures any time chemicals and/or hazardous substances are stored. Substances may include, but are not limited to, fuels, lubricants, solvents, fertilizers, pesticides, herbicides, soil binders, coolants, paints, and sewage.

To the extent that work can be accomplished safely, contain spills of materials or chemicals and clean up immediately.

How

Stop the spillage of material if it can be done safely. Clean the contaminated area, and properly dispose of contaminated materials. For all spills, notify the project foreman and/or the Environmental Representative. Use the following spill prevention and controls when applicable:

- To the extent that it does not compromise cleanup activities, cover and protect spills from storm water run-on during rainfall
- Keep spill cleanup kits in areas where any materials are used and stored
- Clean up leaks and spills immediately
- Do not bury or dilute spills with wash water
- Use absorbent materials to clean up spills. Do not hose down a spill with water
- Collect and dispose of appropriately all water used for cleaning and decontamination of a spill. Do not wash it into storm drain inlets or watercourses. Coordinate disposal of these wastes with the Environmental Representative
- Store and dispose of used cleanup materials, contaminated materials, and recovered spill material in accordance with federal, state, and local regulations

Maintenance and Inspection

Routinely confirm that an ample supply of spill control cleanup materials is available near material storage, unloading, and use areas.

Keep a spill kit in or near work areas.

Be sure to wear appropriate personal protective equipment (PPE).

Use absorbent materials to soak up spilled liquids.

Store and dispose of spill cleanup materials and waste.



**When**

These BMPs should be used on all construction projects that generate solid waste. Solid wastes may include, but are not limited to, concrete, cement, asphalt rubble, masonry brick/block, vegetation debris, steel and scrap metals, pipe and electrical cuttings, non-hazardous equipment parts, Styrofoam, general trash, and other materials used to transport and package construction materials. BMP materials, like sand bags, gravel bags, and silt fence stock, should be separated for reuse or disposal.

Additional waste management and materials control BMPs may apply.

How

Practice good housekeeping and keep site clean.

- Use dry methods for site cleanup such as sweeping, vacuuming, and hand pick-up
- Designate a waste storage area onsite. If a designated waste storage area is not feasible, remove wastes from the site regularly
- Prohibit littering by employees, contractors, and visitors
- Keep trash receptacles available onsite and/or on construction vehicles
- Protect wastes from being washed away by rainfall, storm water run-on, or other waters (irrigation, water line breaks, etc.) or from being carried away by wind
- To prevent storm water run-on from contacting stored solid waste (stockpiled materials) use berms, secondary containment, covered dumpsters/roll-offs, or other temporary diversion structures or measures
- For materials with the potential for spills or leaks, stockpile on impervious surfaces or use plastic groundcovers to prevent spills or leaks from infiltrating the ground
- Prevent solid waste and trash from entering and clogging storm drain inlets
- As practical, incorporate any removed clean sediment and soil back into the project

Maintenance and Inspection

- Do not hose out or clean out dumpsters or containers at the construction site
- Collect site trash regularly, especially before rainy or windy conditions
- Perform routine inspections of site, including storage areas, dumpsters, stockpiles, and other areas where trash and debris are collected
- Close trashcan lids and dumpster covers before rainy or windy conditions
- Ensure waste collection is sufficiently frequent to avoid container overflow



At the end of each workday or prior to a rain event, solid waste bins are to be covered.

Covers are to be securely fastened.



Waste bin with a tarp cover.

Inspect the waste storage areas daily.

Service (empty) waste storage bins regularly.

Avoid microtrash or waste materials from overflowing or being blown onto the ground and surrounding area.



Improperly managed waste receptacle.



When

Use this BMP when projects involve the storage and use of hazardous materials and the generation of waste byproducts from the following:

- Petroleum products such as oils, fuels, grease, cold mix, and tars
- Glues, adhesives, and solvents
- Herbicides, pesticides, and fertilizers
- Paints, stains, and curing compounds
- Other hazardous or toxic substances

Projects at existing sites may contain hazardous wastes in construction debris such as lead paints, asbestos, and PCBs (particularly in older transformers).

Other BMPs regarding materials and waste management and handling may also apply.

How

Manage hazardous materials and wastes in accordance with the following procedures:

General

- Minimize the amount of hazardous materials stored at the construction site, and the production and generation of hazardous waste at the construction site
- Cover or containerize and protect from vandalism any hazardous materials and wastes
- During the rainy season, temporary containment facilities should be covered during non-working days and prior to storm events
- Clearly mark all hazardous materials and wastes. Place hazardous waste containers in secondary containment systems if stored at the construction site
- Place on and cover with plastic all stockpiled cold mix
- Do not mix waste materials, because this complicates or inhibits disposal and recycling options and can result in dangerous chemical reactions
- Segregate hazardous waste from other solid waste and dispose of it properly
- In addition to following this BMP, employees or contractors are responsible for compliance with federal, state, and local laws regarding storage, handling, transportation, and disposal of hazardous waste

Painting Operations

- Paint brushes and equipment for water and oil based paints should be cleaned within a contained area and should not be allowed to contaminate site soils, watercourses, or drainage systems. Rinse water-based paints to the sanitary sewer. Dispose of excess oil-based paints and sludge as hazardous waste
- Filter and reuse thinners and solvents. Waste thinners, solvents,



residues, and sludges that cannot be recycled or reused should be disposed of as hazardous waste

- When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop clothes should be disposed of as solid (non-hazardous) waste

Herbicides/Pesticides/Soil Amendments

- Follow the manufacturer's recommended usage instructions, prepare only the amount needed, and do not over apply
- Apply surface dressings in several smaller applications as opposed to one large application. Allow time for infiltration. Do not apply when rain is forecasted

Maintenance and Inspection

- Routinely inspect the covers on hazardous material storage areas for tears or flaws, and repair as necessary
- Ensure that all secondary containment systems can hold the volume of the largest container in the storage area; provide sufficient additional capacity for storm events
- Routinely inspect to ensure that no hazardous materials or waste are improperly exposed to storm water
- Inspect storm water that collects within secondary containment structures before discharging to ensure that no pollutants are present. Contaminated storm water must be managed according to PG&E Environmental Practices (EPs), including Vault Dewatering and SPCC pond drainage
- Do not discharge spills from a secondary containment system. See WM-4 Spill Prevention and Control



When

This contaminated soil management BMP should be used whenever soil contamination is suspected or contaminated soil is encountered. Construction crews should be extra vigilant on projects located in highly urbanized or industrial areas, where soil contamination may have occurred because of spills, illicit discharges, and leaks from underground storage tanks.

Contaminated soils may also be encountered during digging and trenching activities on highways and roadways.

How

Contaminated soil wastes should be managed in accordance with the following procedures:

- Identify contaminated soil; look for the following:
 - o Soil that is discolored, black, gray, white
 - o Soil that has an unusual odor, such as petroleum, acid, alkaline, sewage, solvent, or any other chemical smell
- If potentially contaminated soil is detected, discontinue the activity and contact the project's Environmental Representative
- Manage contaminated soils properly, according to PG&E Environmental Practices (EPs)

Maintenance and Inspection

Perform routine inspections of digging and trenching operations to look for contaminated soils.

- Manage all contaminated soils as hazardous substances, if applicable, in accordance with applicable federal, state, and local laws

If potentially contaminated soils are encountered:

- **Stop work!**
- Contact the project's Environmental Representative.





When

Use for projects where concrete, mortar, cement, and stucco are used or where slurry or concrete wastes are generated by construction activities, including:

- Sawcutting
- Coring/drilling
- Grinding, re-finishing, or patching
- Encasing conduit in concrete
- Tower footings

For managing concrete curing compounds, see the BMPs on Material Use (WM-2) and Hazardous Waste Management (WM-6). For managing paving, grinding, and sawcutting operations, see NS-3 Paving and Grinding Operations.

How

Install storm drain protection at any down gradient inlets that the activity might impact. See SE-10 Storm Drain Inlet Protection.

- Avoid mixing excess amounts of concrete
- **Do not wash residue or particulate matter into a storm drain inlet or watercourse**
- The following options should be used for concrete truck chute and/or pump and hose washout:
 - o If available, arrange to use an existing concrete washout station. Upon entering the site, concrete truck drivers should be instructed about onsite practices
 - o **Concrete Washouts:** Washout stations can be plastic lined temporary bermed areas designed with sufficient volume to completely contain all liquid and waste concrete materials plus enough capacity for rainwater. The designated area must be located away from storm drain inlets or watercourses
 - o **Bucket Washout:** Manually rinse the chute into a wheelbarrow, plastic bucket, or pail, and then empty the bucket into the concrete truck barrel or on top of the placed concrete
- Locate washout at least 50 feet from storm drains, open ditches, or water bodies if possible
- Stockpile concrete demolition waste in accordance with WM-3 Stockpile Management

Maintenance and Inspection

- Responsible personnel should ensure that all concrete truck drivers are instructed about project practices when the trucks arrive onsite
- Clean designated washout areas as needed, or minimally when the washout is 75 percent full, to maintain sufficient capacity throughout the project duration
- Clean any designated onsite washout areas and remove all debris upon project completion. Dispose of concrete waste according to WM-5 Solid Waste Management



- Inspect routinely, when applicable activities are underway, to ensure that concrete washout does not overflow

Portable self contained concrete washouts are easy to maintain.

Cover during rain events.

Service the washout when approximately 75% full.



Self contained concrete washout.

Construct a concrete washout by placing a support structure (such as hay bales) to form a basin and line with a thick (minimum 6 mil) plastic.

Service the washout when approximately 75% full.

Make sure the washout doesn't become a waste bin for other construction debris.

Inspect concrete washout regularly for holes and integrity of the hay bales or support features.

Replace plastic after each servicing and replace hay bales as needed.



Lined concrete washout.



When Use this BMP on all construction sites that use temporary or portable sanitary/septic waste systems.

How Manage sanitary/septic wastes in accordance with the following procedures:

- Incorporate into regular safety meetings the education of employees, contractors, and suppliers on:
 - o Potential dangers to humans and the environment from sanitary/septic wastes
 - o Approved sanitary/septic waste storage and disposal procedures
- When possible, locate temporary sanitary facilities at least 50 feet away from drainage facilities, watercourses, and traffic circulation. When subjected to high winds or risk of high winds, secure temporary sanitary facilities to prevent overturning
- Do not bury or discharge sanitary wastewater, except to a properly permitted sanitary sewer discharge facility. The local Sanitation District might require a permit
- Use only reputable, licensed sanitary/septic waste haulers
- Empty temporary sanitary facility's holding tanks before transport

Maintenance and Inspection

- Routinely inspect onsite sanitary/septic waste storage and disposal
- Ensure that sanitary/septic facilities are maintained in good working order and are routinely serviced by a licensed service



Good septic waste management.



When

Liquid waste management is applicable to construction projects that generate any of the following non-hazardous byproducts, residuals, or wastes, such as:

- o Drilling slurries and drilling fluids
- o Grease-free and oil-free wastewater and rinse water
- o Dredging spoils
- o Other non-storm water liquid discharges not permitted by separate permits

These separate BMPs should also be referenced for the following onsite liquid wastes:

- o Dewatering operations (NS-2)
- o Liquid hazardous wastes (WM-6)
- o Concrete slurry residue (WM-8)

How

- Instruct employees, subcontractors, and suppliers that it is unacceptable for any liquid waste to enter any storm drainage device, waterway, or receiving water
- **If dewatering needs to be performed for the construction activities, contact your Environmental Representative for further support as dewatering may require a permit**
- Do not use water to clean vehicles and equipment onsite
- Dispose of drilling residue and drilling fluids in accordance with PG&E procedures at an approved disposal site. Do not allow them to enter storm drains or watercourses. Coordinate the disposal of these wastes with your Environmental Representative
- Contain wastes generated as part of an operational procedure, such as water-laden dredged material and drilling mud, so that they cannot flow into drainage channels or receiving waters
- Contain non-hazardous liquid wastes in a controlled area, such as a lined holding pit, lined sediment basin, roll-off bin, or portable tank. Ensure containment devices are structurally sound and leak free
- Capture liquid wastes using temporary dikes or berms to direct flow to a containment area
- Ensure that containment devices are of sufficient quantity or volume to completely contain the liquid wastes generated and any additional volume based on anticipated rainfall
- **Do not locate containment areas or devices where accidental release of the contained liquid can threaten health or safety or discharge to watercourses or the storm drain system**
- Capture all liquid wastes running off a surface that has the potential to affect the storm drainage system (for example, wash water and rinse water from cleaning walls or pavement)



- If the liquid waste is sediment-laden, use a sediment trap or capture in a containment device and allow sediment to settle
- Disposal of liquid wastes is subject to specific laws and regulations, or to requirements of other permits secured for the construction project. Contact your Environmental Representative for further information

Maintenance and Inspection

- Remove deposited solids from containment areas and containment systems as needed, and at the completion of the project
- Inspect containment areas and containment systems routinely for damage, and repair as needed

CEQA Initial Study Checklist
Americana Park Bypass Channel
December 2016

ATTACHMENT 4

HYDRAULIC STUDY
AMERICANA PARK BYPASS CHANNEL
CITY OF PITTSBURG

HARRISON ENGINEERING INC.
MARCH 24, 2016

Hydraulic Study

Americana Park Bypass Channel

City of Pittsburg
March 24, 2016

Prepared by: Harrison Engineering Inc.
1987 Bonifacio Street
Concord, CA 94520



Hydraulics Study: Americana Park Bypass Channel
City of Pittsburgh
March 24, 2016

PROJECT BACKGROUND

The existing Americana Park detention basin has insufficient capacity, which results in the flooding of North Parkside Drive on a nearly annual basis. The purpose of the project is to divert high stormwater flows from the detention basin, to the east across the PG&E property in an open earth channel, to a Tributary to Willow Creek that runs along the easterly boundary of the PG&E parcel. The channel will be constructed on the east side of the detention basin in an upland area where there will be no impact to existing wetlands or wetland hydrology, with the exception of the connection with the Willow Creek Tributary.

Four alternative east-west alignments were reviewed through the progress of this project as follows:

1. Adjacent and parallel to Polaris Drive/Power Avenue
2. 200 feet north of Polaris Drive/Power Avenue
3. 570 feet north of Polaris Drive/Power Avenue
4. 190 feet south of N. Parkside Drive (Preferred Alignment)

Alternative 1-3 were discovered to impact seasonal wetlands, which resulted in a high mitigation cost. Alternative 4 resulted in a minimal impact to wetlands.

HYDRAULICS ANALYSIS

A. Background Data

In 1998, the City of Pittsburgh commissioned Govers Engineers to make sewer, water, and storm drain calculations for the initial design of the Americana Park detention basin. In this report, Govers Engineers referenced a 1995 Contra Costa County Flood Control District analysis of a nearby tributary point (point #841), for which the 25-year flood design flow was 385 cubic feet per second (cfs). The flow developed by the County Flood Control District assumed buildout of the watershed and should be considered a conservative flow to use for the channel design in this project.

B. Manning's Roughness Coefficient

Based on the attached table, the Manning's roughness coefficient was assumed to be 0.030 for the majority of the channel, and 0.040 for the portions of the channel with rock slope protection. For the concrete pipe culvert, a Manning's roughness coefficient of 0.013 was assumed, as the culvert will likely collect debris over time.

C. Method of Analysis

HEC-RAS (Version 5.0.0) was used to analyze the hydraulics of the earth channel and culverts.

D. Starting WSEL

As a result of FEMA's digitization of the Flood Insurance Rate Maps (FIRMs), many homes adjacent to the Willow Creek Tributary suddenly found themselves within a mapped 100-year floodplain, which resulted in additional insurance requirements from lenders. To help residents, the City of Pittsburgh hired Balance Hydrologics to perform a LOMR (Letter of Map Revision) study. This study represents the most comprehensive and approved study to date for the Willow Creek Tributary. The datum was verified as being the same as our project datum by reviewing the elevations of North Parkside Drive used in their modeling. Our tie in location is at HEC-RAS section 11 in the Balance Hydrologics study, which has a water surface elevation (WSEL) of 20.6 feet. This is a 100-year WSEL, which was used as the Starting WSEL for our 25-year storm channel design.

FINDINGS AND SUMMARY

A. Channel Geometry

The proposed earth channel generally has a trapezoidal shape with 12-ft base and 3-ft horizontal to 1-ft vertical side slopes. The channel depth varies from approximately 4 feet to 6 feet. The earth channel cross sectional geometry and profile is provided in Attachment 1.

B. Erosion Control

In general, the channel banks will be vegetated to lower the velocity, stabilize the banks, increase water absorption, and minimize erosion.

The allowable water velocity in a vegetated earth channel is 6 feet per second (fps). The design of this channel resulted in velocities ranging from 1.6 to 5.6 fps, within the acceptable range for a stable earthen channel. Rock slope protection was used for transition areas to maintain channel stability. Rock slope protection is only provided below the 25-design flood water surface elevation. Rock slope protection was sized using the California Bank and Shore Protection Manual.

Attachments

1. HEC-RAS Hydraulics Calculations
2. Channel Plan and Profile

References

1. McCuen, Richard H. "Hydrologic Analysis and Design." 3rd Edition. Pearson Prentice Hall, 2005. (pp. 134-140, 790-791).
2. "California Bank and Shore Protection Design". California Department of Transportation, 2000.
3. Brater, Ernest F. and King, Horace Williams. "Handbook of Hydraulics." 6th Edition. McGraw-Hill Book Company, 1982. (p. 7-22).

Appendix 1:

Hydraulics Calculations

- HEC-RAS Calculations
- Starting WSEL (Balance Hyrdologics)

Northalignment.rep

HEC-RAS HEC-RAS 5.0.0 February 2016
U.S. Army Corps of Engineers
Hydrologic Engineering Center
609 Second Street
Davis, California

```
X      X  XXXXXX   XXXX      XXXX      XX      XXXX
X      X  X        X      X      X  X      X  X      X
X      X  X        X      X      X  X      X  X      X
XXXXXXXX XXXX      X      XXX XXXX      XXXXXX      XXXX
X      X  X        X      X      X  X      X  X      X
X      X  X        X      X      X  X      X  X      X
X      X  XXXXXX   XXXX      X      X      X  X      XXXXX
```

PROJECT DATA

Project Title: Northalignment
Project File : Northalignment.prj
Run Date and Time: 3/24/2016 3:11:01 PM

Project in English units

PLAN DATA

Plan Title: Plan 02
Plan File : z:\Data\Projects\Pittsburg - Americana Basin Bypass\Hydraulics\HEC RAS\2016
Alignment\Northalignment.p02

Geometry Title: Design 2-added-sections
Geometry File : z:\Data\Projects\Pittsburg - Americana Basin Bypass\Hydraulics\HEC RAS\2016

Northalignment.rep

Alignment\Northalignment.g02

Flow Title : Flow 01

Flow File : z:\Data\Projects\Pittsburg - Americana Basin Bypass\Hydraulics\HEC RAS\2016

Alignment\Northalignment.f01

Plan Summary Information:

Number of: Cross Sections =	11	Multiple Openings =	0
Culverts =	1	Inline Structures =	0
Bridges =	0	Lateral Structures =	0

Computational Information

Water surface calculation tolerance =	0.01
Critical depth calculation tolerance =	0.01
Maximum number of iterations =	20
Maximum difference tolerance =	0.3
Flow tolerance factor =	0.001

Computation Options

Critical depth computed only where necessary
Conveyance Calculation Method: At breaks in n values only
Friction Slope Method: Average Conveyance
Computational Flow Regime: Mixed Flow

FLOW DATA

Flow Title: Flow 01

Flow File : z:\Data\Projects\Pittsburg - Americana Basin Bypass\Hydraulics\HEC RAS\2016

Alignment\Northalignment.f01

Flow Data (cfs)

River	Reach	RS	PF 1
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Americana BypassSite 1 1850

385

Boundary Conditions

River	Reach	Profile	Upstream	Downstream
Americana BypassSite 1		PF 1	Critical	Known WS = 20.6

GEOMETRY DATA

Geometry Title: Design 2-added-sections

Geometry File : z:\Data\Projects\Pittsburg - Americana Basin Bypass\Hydraulics\HEC RAS\2016

Alignment\Northalignment.g02

CROSS SECTION

RIVER: Americana Bypass

REACH: Site 1 RS: 1850

INPUT

Description:

Station Elevation Data				num=				
Sta	Elev	Sta	Elev		Sta	Elev	Sta	Elev
-86	25	-26	21	4	26	21	86	25

Manning's n Values				num=		
Sta	n Val	Sta	n Val		Sta	n Val
-86	.05	-86	.03	3	86	.05

Bank Sta:	Left	Right	Lengths:	Left Channel	Right	Coeff Contr.	Expan.
	-86	86		125	125	.1	.3

Northalignment.rep

CROSS SECTION OUTPUT Profile #PF 1

E.G. Elev (ft)	23.49	Element	Left OB	Channel	Right OB
Vel Head (ft)	0.05	Wt. n-Val.		0.030	
W.S. Elev (ft)	23.44	Reach Len. (ft)	125.00	125.00	125.00
Crit W.S. (ft)	22.07	Flow Area (sq ft)		216.77	
E.G. Slope (ft/ft)	0.000620	Area (sq ft)		216.77	
Q Total (cfs)	385.00	Flow (cfs)		385.00	
Top Width (ft)	125.34	Top Width (ft)		125.34	
Vel Total (ft/s)	1.78	Avg. Vel. (ft/s)		1.78	
Max Chl Dpth (ft)	2.44	Hydr. Depth (ft)		1.73	
Conv. Total (cfs)	15456.5	Conv. (cfs)		15456.5	
Length Wtd. (ft)	125.00	Wetted Per. (ft)		125.50	
Min Ch El (ft)	21.00	Shear (lb/sq ft)		0.07	
Alpha	1.00	Stream Power (lb/ft s)		0.12	
Frctn Loss (ft)	0.17	Cum Volume (acre-ft)	0.00	2.16	0.00
C & E Loss (ft)	0.04	Cum SA (acres)	0.00	0.82	0.00

Warning: The conveyance ratio (upstream conveyance divided by downstream conveyance) is less than 0.7 or greater than

1.4. This may indicate the need for additional cross sections.

CROSS SECTION

RIVER: Americana Bypass

REACH: Site 1 RS: 1725

INPUT

Description:

Station Elevation Data	num=	4					
Sta Elev Sta Elev	Sta Elev Sta Elev						
-19.2 24 -6 19.6	6 19.6 19.2 24						

Northalignment.rep

Manning's n Values num= 3
 Sta n Val Sta n Val Sta n Val
 -19.2 .05 -19.2 .03 19.2 .05

Bank Sta: Left Right Lengths: Left Channel Right Coeff Contr. Expan.
 -19.2 19.2 100 100 100 .1 .3

CROSS SECTION OUTPUT Profile #PF 1

E.G. Elev (ft)	23.29	Element	Left OB	Channel	Right OB
Vel Head (ft)	0.48	Wt. n-Val.		0.030	
W.S. Elev (ft)	22.81	Reach Len. (ft)	100.00	100.00	100.00
Crit W.S. (ft)		Flow Area (sq ft)		69.29	
E.G. Slope (ft/ft)	0.004543	Area (sq ft)		69.29	
Q Total (cfs)	385.00	Flow (cfs)		385.00	
Top Width (ft)	31.23	Top Width (ft)		31.23	
Vel Total (ft/s)	5.56	Avg. Vel. (ft/s)		5.56	
Max Chl Dpth (ft)	3.21	Hydr. Depth (ft)		2.22	
Conv. Total (cfs)	5712.1	Conv. (cfs)		5712.1	
Length Wtd. (ft)	100.00	Wetted Per. (ft)		32.27	
Min Ch El (ft)	19.60	Shear (lb/sq ft)		0.61	
Alpha	1.00	Stream Power (lb/ft s)		3.38	
Frctn Loss (ft)	0.38	Cum Volume (acre-ft)	0.00	1.75	0.00
C & E Loss (ft)	0.03	Cum SA (acres)	0.00	0.59	0.00

CROSS SECTION

RIVER: Americana Bypass

REACH: Site 1 RS: 1625.00*

INPUT

Description:

Station Elevation Data num= 4
 Sta Elev Sta Elev Sta Elev Sta Elev

Northalignment.rep

-19.98	23.67	-6	19.01	6	19.01	19.98	23.67
--------	-------	----	-------	---	-------	-------	-------

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
-19.98	.05	-19.98	.03	19.98	

Bank Sta: Left Right Lengths: Left Channel Right Coeff Contr. Expan.

-19.98	19.98	100	100	100	.1	.3
--------	-------	-----	-----	-----	----	----

CROSS SECTION

RIVER: Americana Bypass
 REACH: Site 1 RS: 1525.00*

INPUT

Description:

Station	Elevation	Data	num=	4
Sta	Elev	Sta	Elev	Sta
-20.76	23.35	-6	18.43	6
				18.43
				20.76
				23.35

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
-20.76	.05	-20.76	.03	20.76	.05

Bank Sta: Left Right Lengths: Left Channel Right Coeff Contr. Expan.

-20.76	20.76	100	100	100	.1	.3
--------	-------	-----	-----	-----	----	----

CROSS SECTION

RIVER: Americana Bypass
 REACH: Site 1 RS: 1425.00*

INPUT

Description:

Northalignment.rep

Station Elevation Data				num=	4			
Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	
-21.54	23.02	-6	17.84	6	17.84	21.54	23.02	

Manning's n Values				num=	3			
Sta	n Val	Sta	n Val	Sta	n Val			
-21.54	.05	-21.54	.03	21.54	.05			

Bank Sta:	Left	Right	Lengths:	Left	Channel	Right	Coeff	Contr.	Expan.
	-21.54	21.54		100	100	100		.1	.3

CROSS SECTION

RIVER: Americana Bypass
 REACH: Site 1 RS: 1325.00*

INPUT

Description:

Station Elevation Data				num=	4			
Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	
-22.32	22.7	-6	17.26	6	17.26	22.32	22.7	

Manning's n Values				num=	3			
Sta	n Val	Sta	n Val	Sta	n Val			
-22.32	.05	-22.32	.03	22.32	.05			

Bank Sta:	Left	Right	Lengths:	Left	Channel	Right	Coeff	Contr.	Expan.
	-22.32	22.32		100	100	100		.1	.3

CROSS SECTION

RIVER: Americana Bypass
 REACH: Site 1 RS: 1225.00*

Northalignment.rep

INPUT

Description:

Station	Elevation	Data	num=	4				
Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	
-23.1	22.37	-6	16.67	6	16.67	23.1	22.37	

Manning's n	Values	num=	3		
Sta	n Val	Sta	n Val	Sta	n Val
-23.1	.05	-23.1	.03	23.1	.05

Bank Sta:	Left	Right	Lengths:	Left Channel	Right	Coeff	Contr.	Expan.
	-23.1	23.1		100	100		.1	.3

CROSS SECTION

RIVER: Americana Bypass

REACH: Site 1 RS: 1125.00*

INPUT

Description:

Station	Elevation	Data	num=	4				
Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	
-23.88	22.05	-6	16.09	6	16.09	23.88	22.05	

Manning's n	Values	num=	3		
Sta	n Val	Sta	n Val	Sta	n Val
-23.88	.05	-23.88	.03	23.88	.05

Bank Sta:	Left	Right	Lengths:	Left Channel	Right	Coeff	Contr.	Expan.
	-23.88	23.88		15	15		.1	.3

CROSS SECTION

RIVER: Americana Bypass

Northalignment.rep

REACH: Site 1 RS: 1110

INPUT

Description:

Station	Elevation	Data	num=	4				
Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	
-24	22	-6	16	6	16	24	22	

Manning's n	Values	num=	3				
Sta	n Val	Sta	n Val	Sta	n Val		
-24	.05	-24	.04	24	.05		

Bank Sta:	Left	Right	Lengths:	Left Channel	Right	Coeff	Contr.	Expan.
	-24	24		20	20		.1	.3

CROSS SECTION OUTPUT Profile #PF 1

E.G. Elev (ft)	22.15	Element	Left OB	Channel	Right OB
Vel Head (ft)	0.07	Wt. n-Val.		0.040	
W.S. Elev (ft)	22.08	Reach Len. (ft)	20.00	20.00	20.00
Crit W.S. (ft)	18.54	Flow Area (sq ft)		183.70	
E.G. Slope (ft/ft)	0.000563	Area (sq ft)		183.70	
Q Total (cfs)	385.00	Flow (cfs)		385.00	
Top Width (ft)	48.00	Top Width (ft)		48.00	
Vel Total (ft/s)	2.10	Avg. Vel. (ft/s)		2.10	
Max Chl Dpth (ft)	6.08	Hydr. Depth (ft)		3.83	
Conv. Total (cfs)	16226.3	Conv. (cfs)		16226.3	
Length Wtd. (ft)	20.00	Wetted Per. (ft)		50.10	
Min Ch El (ft)	16.00	Shear (lb/sq ft)		0.13	
Alpha	1.00	Stream Power (lb/ft s)		0.27	
Frctn Loss (ft)		Cum Volume (acre-ft)	0.00	0.11	0.00
C & E Loss (ft)		Cum SA (acres)	0.00	0.04	0.00

CULVERT

Northalignment.rep

RIVER: Americana Bypass

REACH: Site 1 RS: 1109

INPUT

Description: Dbl 72-inch Culvert

Distance from Upstream XS = 6

Deck/Roadway Width = 12

Weir Coefficient = 2.6

Upstream Deck/Roadway Coordinates

num= 2

Sta	Hi	Cord	Lo	Cord	Sta	Hi	Cord	Lo	Cord
-50		25		15.5	50		25		15.5

Upstream Bridge Cross Section Data

Station Elevation Data

num= 4

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
-24	22	-6	16	6	16	24	22

Manning's n Values

num= 3

Sta	n Val	Sta	n Val	Sta	n Val
-24	.05	-24	.04	24	.05

Bank Sta: Left Right Coeff Contr. Expan.

-24	24	.1	.3
-----	----	----	----

Downstream Deck/Roadway Coordinates

num= 2

Sta	Hi	Cord	Lo	Cord	Sta	Hi	Cord	Lo	Cord
-50		25		15.5	50		25		15.5

Downstream Bridge Cross Section Data

Station Elevation Data

num= 4

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
-29	22	-10	15.65	10	15.65	29	22

Northalignment.rep

Manning's n Values num= 3
 Sta n Val Sta n Val Sta n Val
 -29 .04 -29 .04 29 .04

Bank Sta: Left Right Coeff Contr. Expan.
 -29 29 .1 .3

Upstream Embankment side slope = 2 horiz. to 1.0 vertical
 Downstream Embankment side slope = 2 horiz. to 1.0 vertical
 Maximum allowable submergence for weir flow = .98
 Elevation at which weir flow begins = 25.25
 Energy head used in spillway design =
 Spillway height used in design =
 Weir crest shape = Broad Crested

Number of Culverts = 1

Culvert Name Shape Rise Span
 Culvert #1 Circular 6
 FHWA Chart # 1 - Concrete Pipe Culvert
 FHWA Scale # 1 - Square edge entrance with headwall
 Solution Criteria = Highest U.S. EG

Culvert	Upstrm Dist	Length	Top n	Bottom n	Depth Blocked	Entrance Loss Coef	Exit Loss Coef
	0	20	.013	.013	0	.5	1

Number of Barrels = 2

Upstream Elevation = 16

Centerline Stations

Sta.	Sta.
-5	5

Downstream Elevation = 15.65

Centerline Stations

Sta.	Sta.
-5	5

CULVERT OUTPUT Profile #PF 1 Culv Group: Culvert #1

Northalignment.rep			
Q Culv Group (cfs)	385.00	Culv Full Len (ft)	
# Barrels	2	Culv Vel US (ft/s)	8.71
Q Barrel (cfs)	192.50	Culv Vel DS (ft/s)	7.75
E.G. US. (ft)	22.15	Culv Inv El Up (ft)	16.00
W.S. US. (ft)	22.08	Culv Inv El Dn (ft)	15.65
E.G. DS (ft)	20.66	Culv Frctn Ls (ft)	0.00
W.S. DS (ft)	20.58	Culv Exit Loss (ft)	0.85
Delta EG (ft)	1.49	Culv Entr Loss (ft)	0.59
Delta WS (ft)	1.50	Q Weir (cfs)	
E.G. IC (ft)	21.82	Weir Sta Lft (ft)	
E.G. OC (ft)	22.15	Weir Sta Rgt (ft)	
Culvert Control	Outlet	Weir Submerg	
Culv WS Inlet (ft)	20.38	Weir Max Depth (ft)	
Culv WS Outlet (ft)	20.58	Weir Avg Depth (ft)	
Culv Nml Depth (ft)	2.43	Weir Flow Area (sq ft)	
Culv Crt Depth (ft)	3.79	Min El Weir Flow (ft)	25.25

CROSS SECTION

RIVER: Americana Bypass

REACH: Site 1 RS: 1090

INPUT

Description:

Station Elevation Data		num= 4	
Sta	Elev	Sta	Elev
-29	22	-10	15.65
		10	15.65
		29	22

Manning's n Values		num= 3	
Sta	n Val	Sta	n Val
-29	.04	-29	.04
		29	.04

Bank Sta:	Left	Right	Lengths:	Left Channel	Right	Coeff Contr.	Expan.
	-29	29		20	20	.1	.3

Northalignment.rep

CROSS SECTION OUTPUT Profile #PF 1

E.G. Elev (ft)	20.66	Element	Left OB	Channel	Right OB
Vel Head (ft)	0.08	Wt. n-Val.		0.040	
W.S. Elev (ft)	20.58	Reach Len. (ft)	20.00	20.00	20.00
Crit W.S. (ft)		Flow Area (sq ft)		171.25	
E.G. Slope (ft/ft)	0.000730	Area (sq ft)		171.25	
Q Total (cfs)	385.00	Flow (cfs)		385.00	
Top Width (ft)	49.49	Top Width (ft)		49.49	
Vel Total (ft/s)	2.25	Avg. Vel. (ft/s)		2.25	
Max Chl Dpth (ft)	4.93	Hydr. Depth (ft)		3.46	
Conv. Total (cfs)	14246.5	Conv. (cfs)		14246.5	
Length Wtd. (ft)	20.00	Wetted Per. (ft)		51.10	
Min Ch El (ft)	15.65	Shear (lb/sq ft)		0.15	
Alpha	1.00	Stream Power (lb/ft s)		0.34	
Frctn Loss (ft)	0.01	Cum Volume (acre-ft)	0.00	0.09	0.00
C & E Loss (ft)	0.01	Cum SA (acres)	0.00	0.02	0.00

Warning: The conveyance ratio (upstream conveyance divided by downstream conveyance) is less than 0.7 or greater than

1.4. This may indicate the need for additional cross sections.

CROSS SECTION

RIVER: Americana Bypass

REACH: Site 1 RS: 974

INPUT

Description:

Station Elevation Data		num=		6					
Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
-38	22	-27	18.25	-13	14.5	7	14.5	21	18.25
35	22								

Northalignment.rep

Manning's n Values num= 3
 Sta n Val Sta n Val Sta n Val
 -38 .05 -27 .04 21 .05

Bank Sta: Left Right Lengths: Left Channel Right Coeff Contr. Expan.
 -27 21 1 1 1 .1 .3

CROSS SECTION OUTPUT Profile #PF 1

E.G. Elev (ft)	20.64	Element	Left OB	Channel	Right OB
Vel Head (ft)	0.04	Wt. n-Val.	0.050	0.040	0.050
W.S. Elev (ft)	20.60	Reach Len. (ft)			
Crit W.S. (ft)	16.47	Flow Area (sq ft)	8.10	240.30	10.31
E.G. Slope (ft/ft)	0.000213	Area (sq ft)	8.10	240.30	10.31
Q Total (cfs)	385.00	Flow (cfs)	3.77	376.36	4.87
Top Width (ft)	63.67	Top Width (ft)	6.89	48.00	8.77
Vel Total (ft/s)	1.49	Avg. Vel. (ft/s)	0.47	1.57	0.47
Max Chl Dpth (ft)	6.10	Hydr. Depth (ft)	1.18	5.01	1.18
Conv. Total (cfs)	26363.1	Conv. (cfs)	258.4	25771.4	333.3
Length Wtd. (ft)		Wetted Per. (ft)	7.28	48.99	9.08
Min Ch El (ft)	14.50	Shear (lb/sq ft)	0.01	0.07	0.02
Alpha	1.09	Stream Power (lb/ft s)	0.01	0.10	0.01
Frctn Loss (ft)		Cum Volume (acre-ft)			
C & E Loss (ft)		Cum SA (acres)			

SUMMARY OF MANNING'S N VALUES

River:Americana Bypass

Reach	River Sta.	n1	n2	n3
Site 1	1850	.05	.03	.05

Northalignment.rep				
Site 1	1725	.05	.03	.05
Site 1	1625.00*	.05	.03	
Site 1	1525.00*	.05	.03	.05
Site 1	1425.00*	.05	.03	.05
Site 1	1325.00*	.05	.03	.05
Site 1	1225.00*	.05	.03	.05
Site 1	1125.00*	.05	.03	.05
Site 1	1110	.05	.04	.05
Site 1	1109	Culvert		
Site 1	1090	.04	.04	.04
Site 1	974	.05	.04	.05

SUMMARY OF REACH LENGTHS

River: Americana Bypass

Reach	River Sta.	Left	Channel	Right
Site 1	1850	125	125	125
Site 1	1725	100	100	100
Site 1	1625.00*	100	100	100
Site 1	1525.00*	100	100	100
Site 1	1425.00*	100	100	100
Site 1	1325.00*	100	100	100
Site 1	1225.00*	100	100	100
Site 1	1125.00*	15	15	15
Site 1	1110	20	20	20
Site 1	1109	Culvert		
Site 1	1090	20	20	20
Site 1	974	1	1	1

SUMMARY OF CONTRACTION AND EXPANSION COEFFICIENTS

River: Americana Bypass

Reach	River Sta.	Contr.	Expan.
Site 1	1850	.1	.3
Site 1	1725	.1	.3
Site 1	1625.00*	.1	.3
Site 1	1525.00*	.1	.3
Site 1	1425.00*	.1	.3
Site 1	1325.00*	.1	.3
Site 1	1225.00*	.1	.3
Site 1	1125.00*	.1	.3
Site 1	1110	.1	.3
Site 1	1109	Culvert	
Site 1	1090		
Site 1	974	.1	.3

Profile Output Table - Standard Table 1

Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope
Vel Chnl	Flow Area	Top Width	Froude # Chl					
(ft/s)	(sq ft)	(ft)	(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)
Site 1	1850	PF 1	385.00	21.00	23.44	22.07	23.49	0.000620
1.78	216.77	125.34	0.24					
Site 1	1725	PF 1	385.00	19.60	22.81		23.29	0.004543
5.56	69.29	31.23	0.66					
Site 1	1110	PF 1	385.00	16.00	22.08	18.54	22.15	0.000563
2.10	183.70	48.00	0.19					

		Northalignment.rep						
Site 1	1109	Culvert						
Site 1	1090	PF 1	385.00	15.65	20.58		20.66	0.000730
2.25	171.25	49.49	0.21					
Site 1	974	PF 1	385.00	14.50	20.60	16.47	20.64	0.000213
1.57	258.71	63.67	0.12					

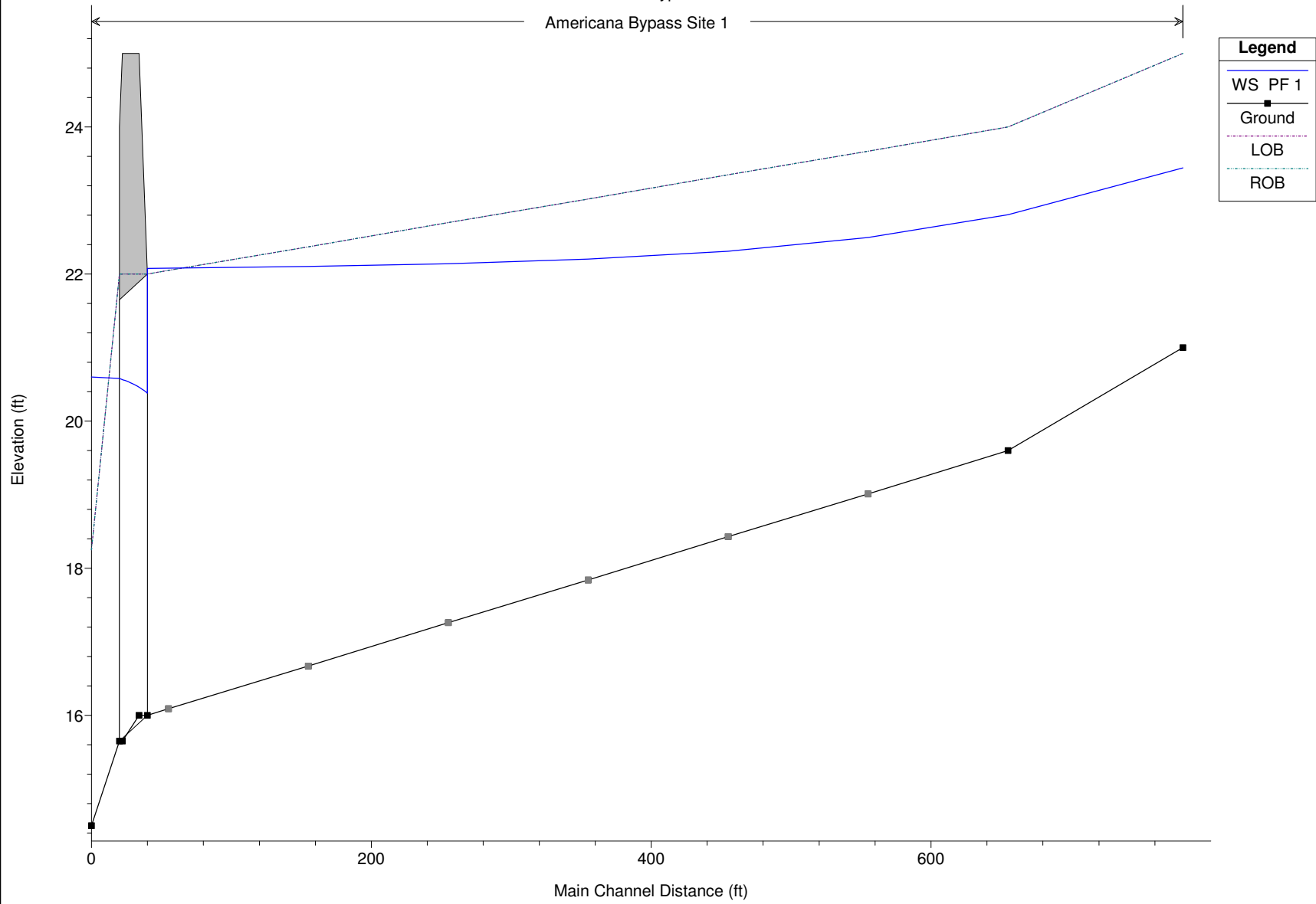
Profile Output Table - Culvert Only

Reach	River Sta	Profile	E.G. US.	W.S. US.	E.G. IC	E.G. OC	Min El	Weir Flow
Q Culv Group	Q Weir	Culv Vel US	Culv Vel DS					
(cfs)	(cfs)	(ft/s)	(ft/s)	(ft)	(ft)	(ft)		(ft)
Site 1	1109	Culvert #1	PF 1	22.15	22.08	21.82	22.15	25.25
385.00		1.50	8.71	7.75				

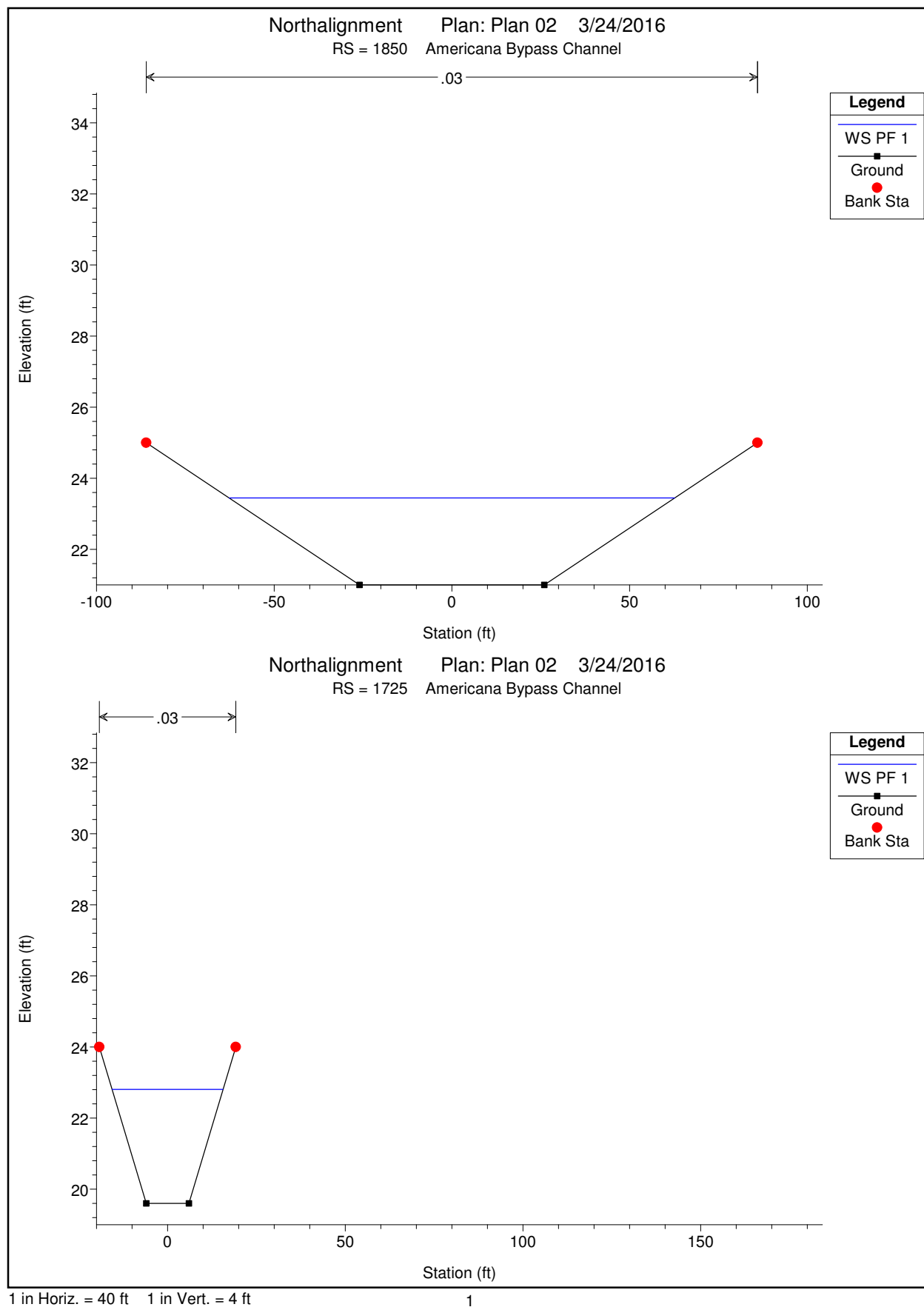
Northalignment Plan: Plan 02 3/24/2016

Americana Bypass Channel

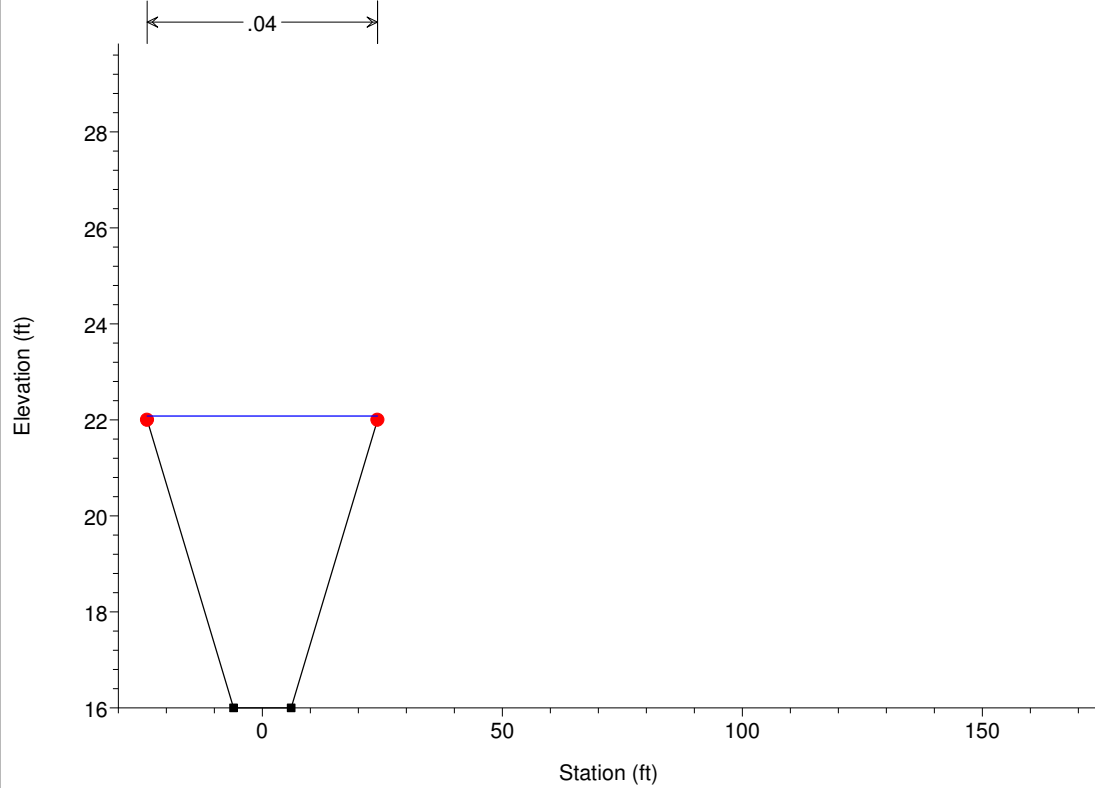
Americana Bypass Site 1



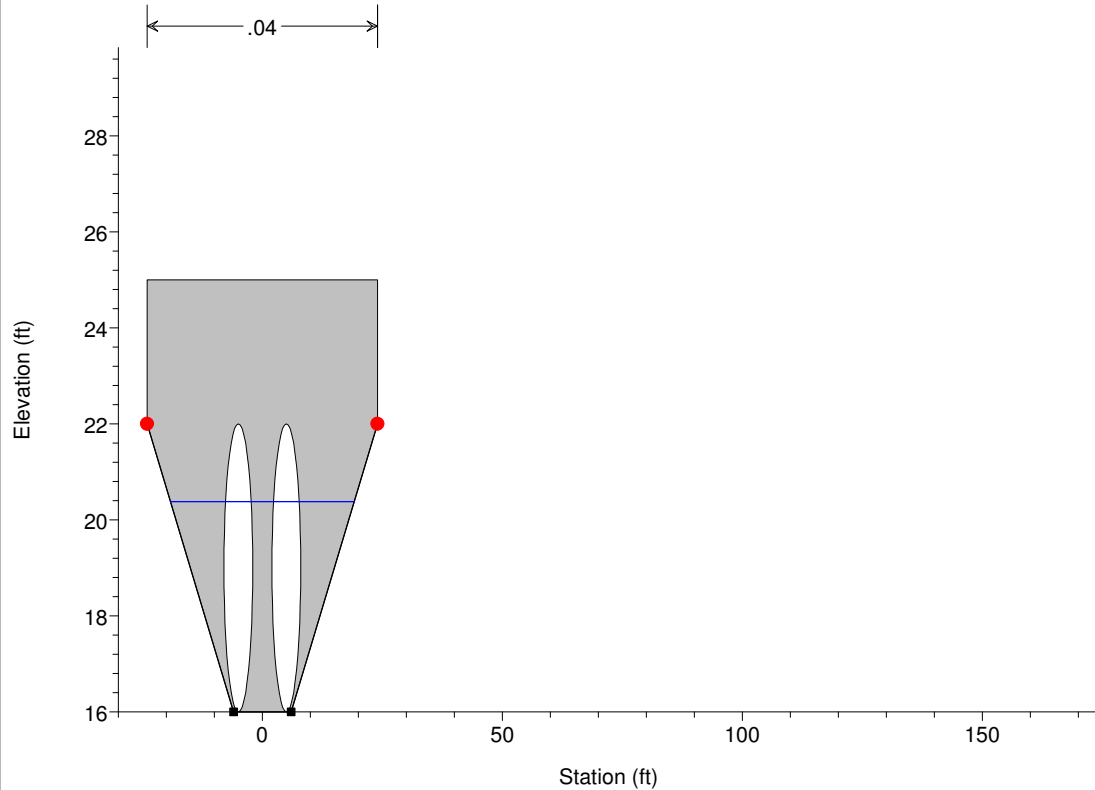
1 in Horiz. = 105.1709 ft 1 in Vert. = 2 ft



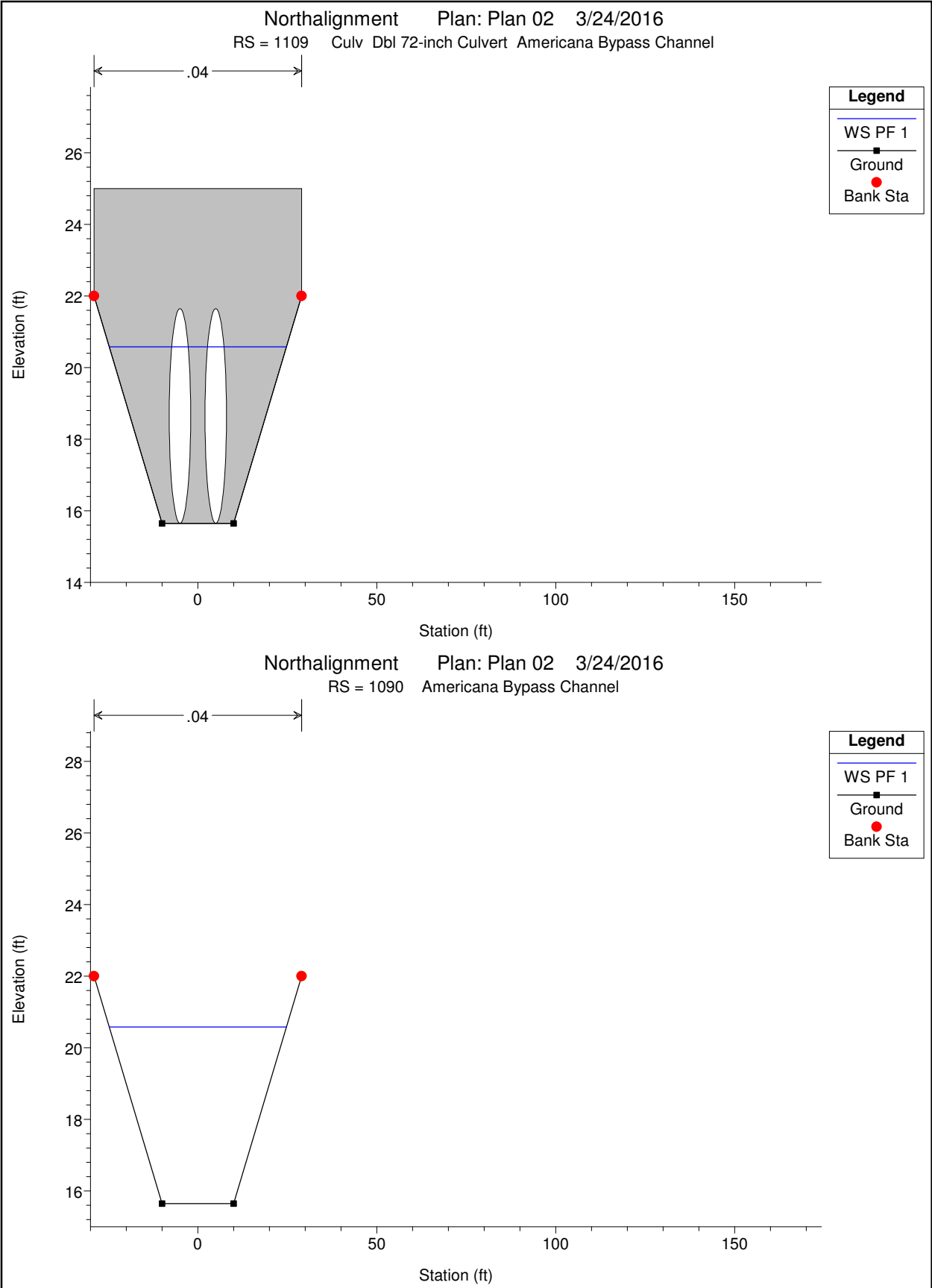
Northalignment Plan: Plan 02 3/24/2016
RS = 1110 Americana Bypass Channel



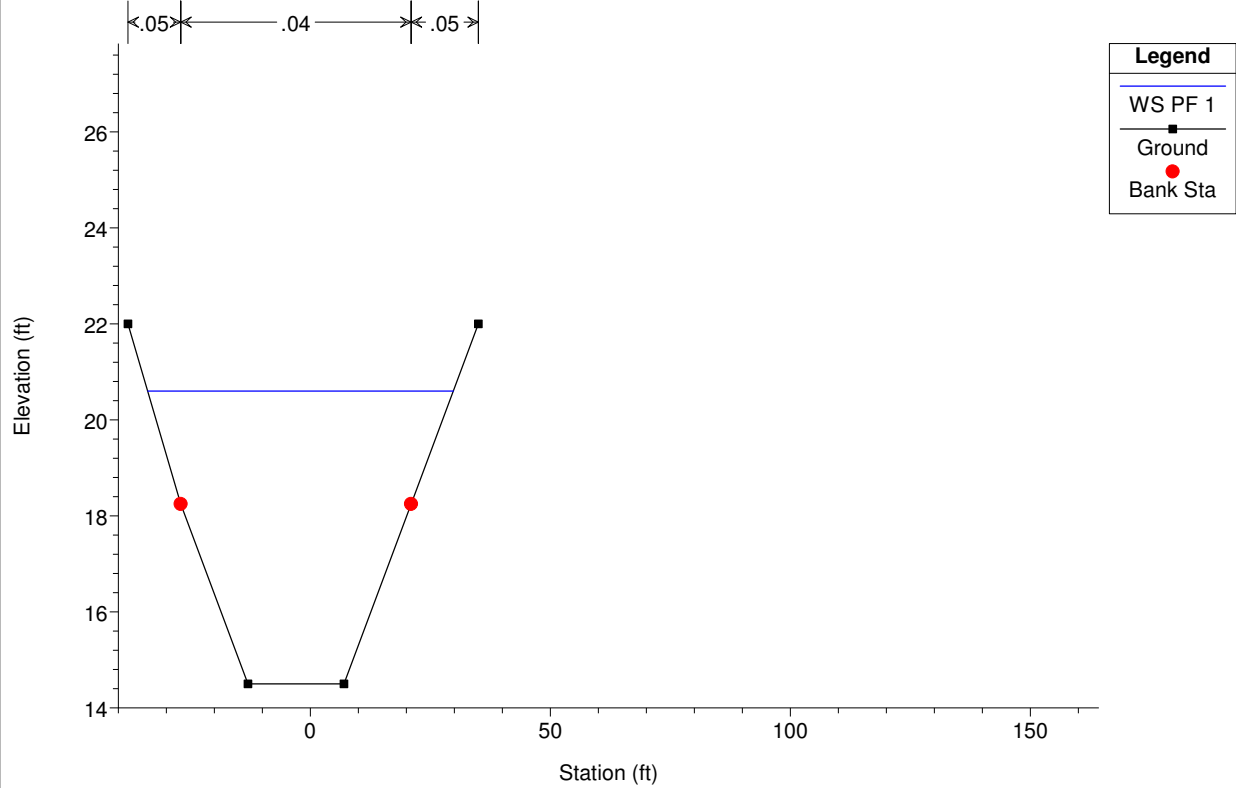
Northalignment Plan: Plan 02 3/24/2016
RS = 1109 Culv Dbl 72-inch Culvert Americana Bypass Channel



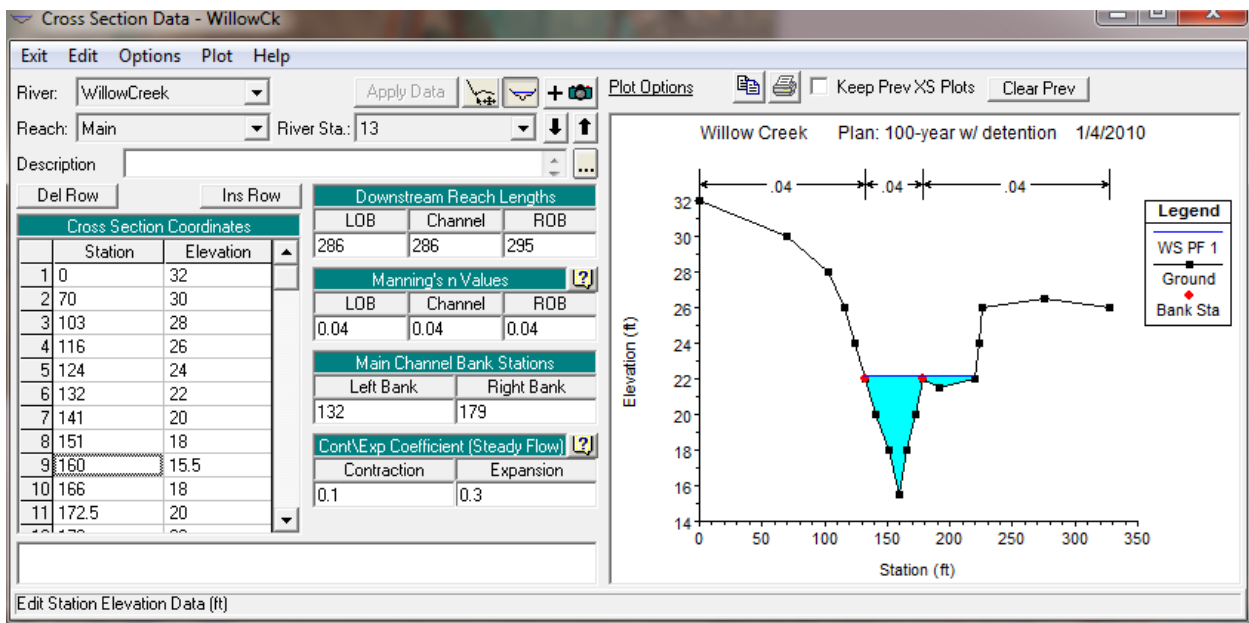
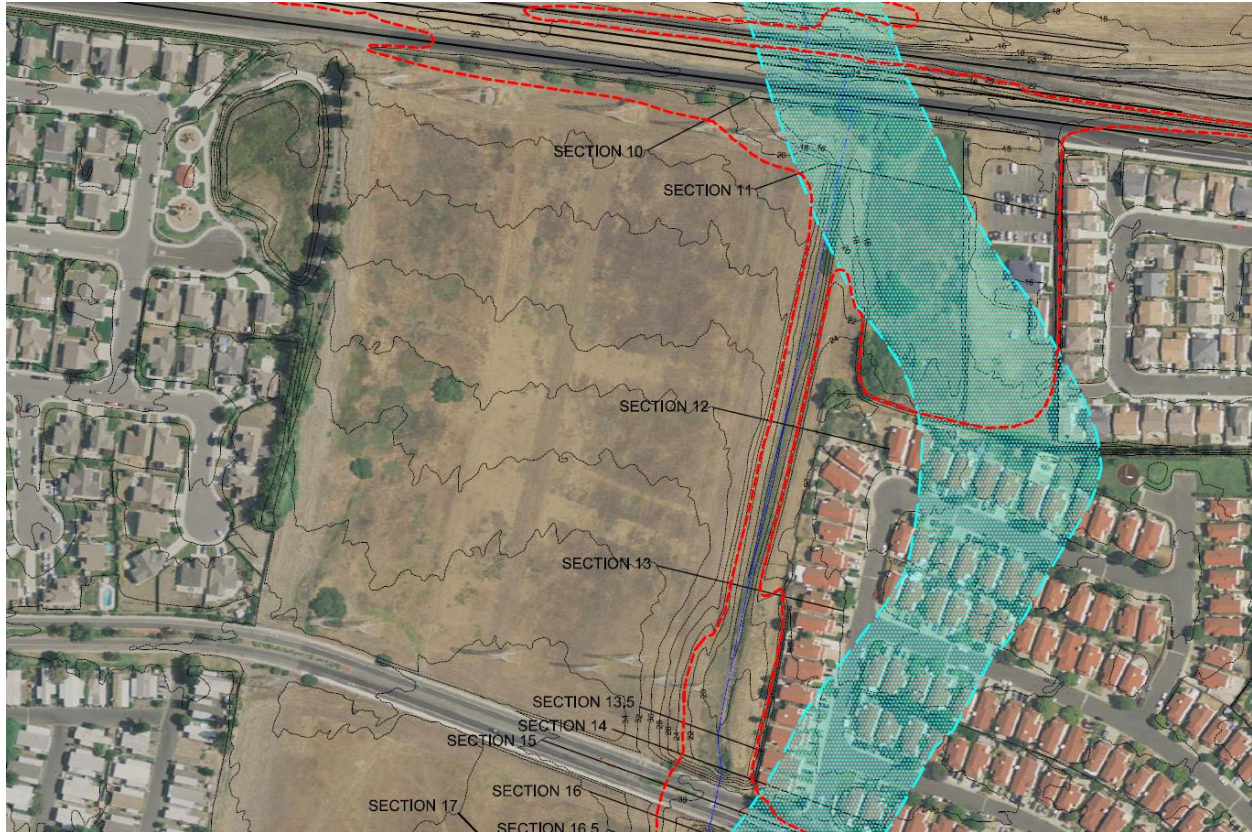
1 in Horiz. = 40 ft 1 in Vert. = 4 ft



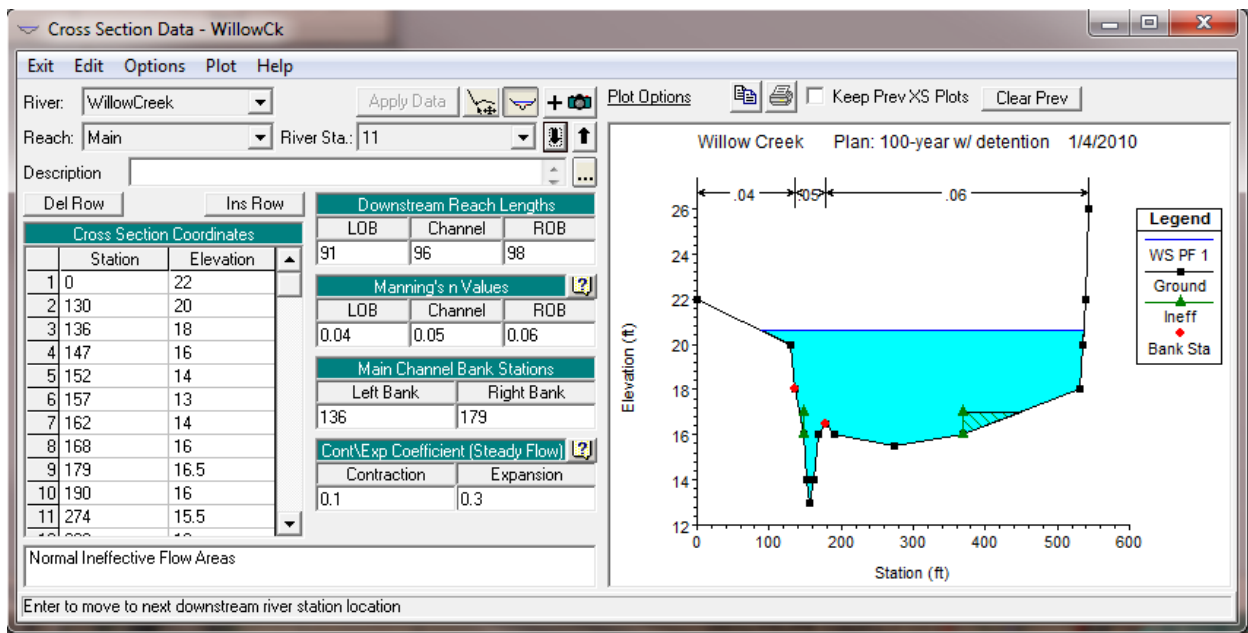
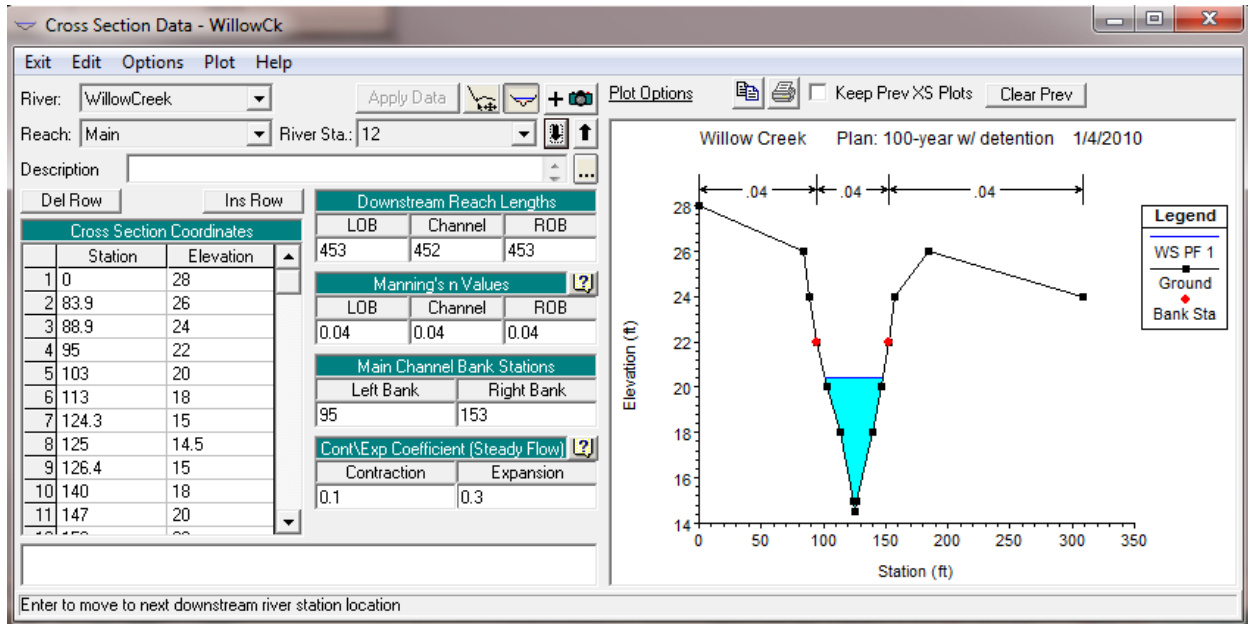
Northalignment Plan: Plan 02 3/24/2016
 RS = 974 Americana Bypass Channel



DATA FROM BALANCE HYDROLOGICS LOMR FOR WILLOW CRK TRIBUTARY

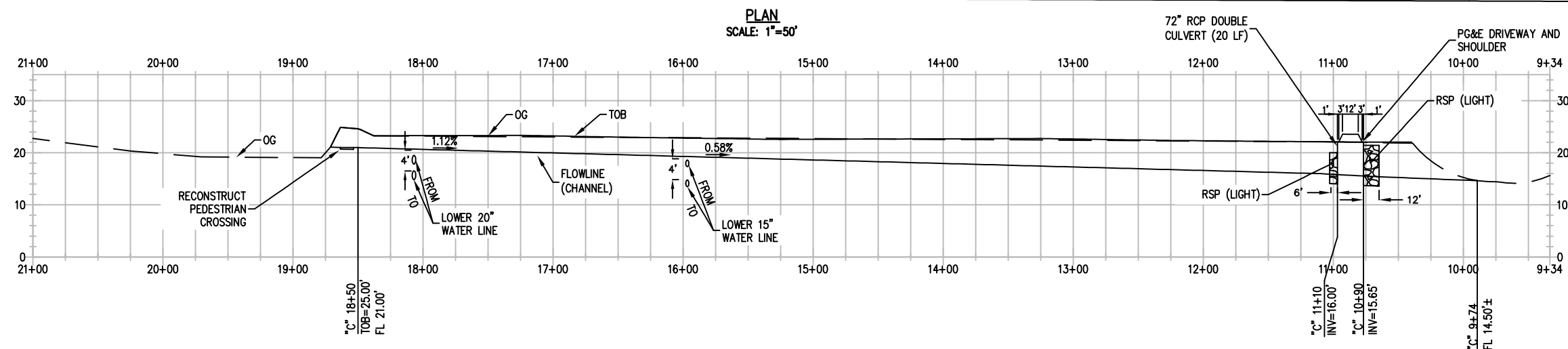
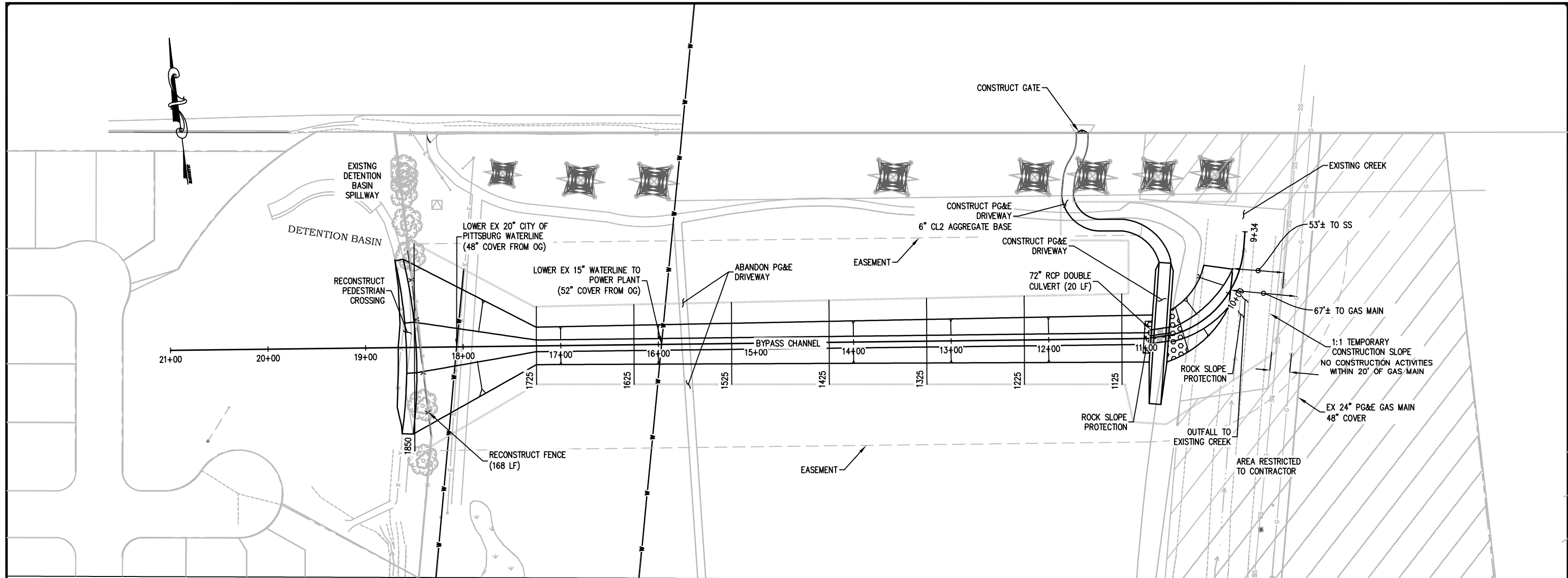


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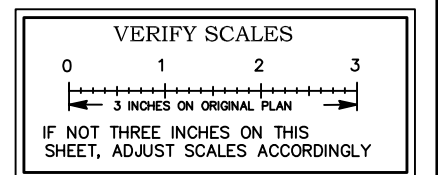


Appendix 2:

Channel Plan and Profile



LEGEND	
1725	HECRAS SECTION NO.
	RSP (LIGHT)
	ROCK SLOPE PROTECTION
TOB	TOP OF BANK



BYPASS CHANNEL PROFILE
SCALE: 1"=50'
V:H = 4:1

ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE

PRELIMINARY

NO.	DATE	APPROV.	REVISION

DESIGNED: RO
DRAWN: MS
CHECKED: RTH
REVIEWED: RTH
DATE: 03-25-2016

APPROVED BY:

City Engineer
Date:



HARRISON ENGINEERING INC.

1987 BONIFACIO STREET • CONCORD, CA 94520
PHONE (925) 691-0450 • FAX (925) 691-0460



City of Pittsburgh

CITY OF PITTSBURG

AMERICANA PARK BYPASS CHANNEL

BYPASS CHANNEL OPTIONS	SHEET	SCALE: AS SHOWN
	1	OF 1

Exhibit B
AMERICANA PARK BYPASS CHANNEL
MITIGATION AND MONITORING PLAN
California Environmental Quality Act (CEQA)

Impact	Mitigation	Monitoring
III. AIR QUALITY - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:		
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? Impact AIR-1: <i>Project construction would generate fugitive dust (including PM10 and PM2.5) and other criteria pollutants, primarily through excavation activities, construction equipment exhaust, haul truck trips, and related construction worker commute trips. This impact would be a temporary, but significant impact. The BAAQMD does not require quantification of construction emissions, but considers any project's construction-related impacts to be adequately mitigated if BAAQMD-recommended control measures are implemented. The extent of dust-control measures required by the BAAQMD depends on the size of the project.</i>	Mitigation Measure AQ-1: Although the project's construction-related air pollutant emissions would not exceed the BAAQMD's applicable significance thresholds, the following BAAQMD-recommended Basic Construction Mitigation Measures shall be included in the project's grading plan, building plans, and contract specifications to limit the project's construction-related dust and criteria pollutant emissions: - All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. Recycled water should be used wherever feasible. - All haul trucks transporting soil, sand, or other loose material off-site shall be covered. - 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. - All vehicle speeds on unpaved roads shall be limited to 15 mph. - All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. - Idling times shall be minimized either by shutting equipment off when not in use or reducing the	Monitoring Party for Mitigation Measure AQ-1: Prior to the initiation of ground disturbing activities, the City of Pittsburg Engineering Division shall ensure that the grading and erosion control plan has incorporated this mitigation measure. During construction activity, the Engineering inspector shall ensure compliance with the required BAAQMD requirements.

Impact	Mitigation	Monitoring
	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 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 City regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations. In addition to these measures, required implementation of standard requirements in the Pittsburgh Municipal Code (PMC) chapter 15.88 related to grading and soil disturbing activities, as well as compliance with equipment idling limits specified in Title 13, Section 2485 of the California Code of Regulations would reduce short-term increases in equipment exhaust emissions (including diesel particulates) near sensitive receptors to less-than-significant levels. Section 2485 limits idling of all vehicles' primary diesel engines to five minutes.	
VII. BIOLOGICAL RESOURCES -- Would the project: a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and	Mitigation Measure BIO-1a: In order to minimize and avoid impacts to California red-legged frog, California tiger salamander, or Pacific pond turtle during in-stream project-related disturbances, the following measures shall be implemented. 1. The City shall apply for coverage under the	Monitoring Party for Mitigation Measure BIO-1a through BIO-1d: The City of Pittsburgh Engineering and Planning Divisions shall ensure that construction occurs outside of the nesting season or that pre-construction nesting surveys are

Impact	Mitigation	Monitoring
Wildlife Service? Impact BIO-1: <i>The potential for occurrence of a total of 49 special-status animal species was evaluated (Wood Biological Consulting, Inc. 2015). The potential for occurrence of 41 of the target species can be ruled out entirely based on the developed nature of the subject parcel and the surrounding, soil types, existing habitats, and geographic location. The potential exists for the occurrence on site of eight of the target species, including two federally listed species (Alameda whipsnake, CRF), one fully protected species (white-tailed kite), four species of special concern (PPT, northern harrier, burrowing owl and western red bat), and one special animal (hoary bat), as well as numerous migratory birds species.</i> <i>Due to the presence of suitable habitat on site and the known occurrence of occupied habitat nearby, the potential exists for CRF, CTS and PPT to disperse along the tributary to Willow Creek. Although their occurrence on site is considered unlikely, construction activities in and adjacent to the channels could result in a take. Within the study area, trees, shrubs, vines, and grasslands provide suitable nesting habitat for three special-status bird species (white-tailed kite, burrowing owl, and northern harrier) as well as many other migratory bird species. Ground disturbing activities (e.g., grubbing, grading, trenching, and tree removal or pruning) could result in direct or indirect impacts to nesting birds</i>	HCP/NCCP, which would provide the City with incidental take coverage for CTS, CRF, and PPT. Under the HCP/NCCP, no preconstruction surveys are required. Work shall be limited to the dry season, from April 15 to October 15. - Nighttime construction shall be restricted to avoid effects on nocturnally active species such as CRF. - Before commencement of construction activities, a qualified biologist shall conduct an environmental awareness program for all construction personnel. At a minimum the training shall include a description of special-status species that could be encountered, their habitats, regulatory status, protective measures, work boundaries, lines of communication, reporting requirements, and the implications of violations of applicable laws. - Prior to the start of construction, wildlife exclusion fencing (WEF)¹ shall be installed to isolate the work area from any habitats potentially supporting special-status animals or through which such species may move. The final project plans shall indicate where and how the WEF is to be installed. The bid solicitation package special provisions shall provide further instructions to the contractor about acceptable fencing material. The fencing shall remain throughout the duration of the work activities, be regularly inspected and properly maintained by the contractor. Fencing and stakes shall be completely removed following project completion. - Under the HCP/NCCP, preconstruction survey for CTS and CRF are not required. A preconstruction survey for PPT will be conducted immediately prior	conducted prior to the initiation of construction or ground disturbing activities, appropriate exclusion fencing is installed, dates and times for construction are suitably limited to prevent loss and/or to preclude disturbance of all animal species identified in Impact BIO-1.

¹Wildlife Exclusion Fencing provides a barrier for terrestrial wildlife gaining access to the project work areas. The fencing may vary to meet the needs of a particular species, but must be buried and/or backfilled to prevent animals passing under the fence and must be high enough to deter reptiles and amphibian or small mammals from climbing or jumping over the fence. Acceptable fencing materials including Animex® wildlife exclusion fencing, ERTEC E-Fence™ (Ertec Environmental Systems LLC), plywood, corrugated metal, and silt fencing.

Impact	Mitigation	Monitoring
<i>by causing the destruction or abandonment of occupied nests. Direct and indirect impacts to special-status and migratory bird species would be considered significant under CEQA guidelines.</i> <i>Suitable roosting habitat for special-status bat species is present in the riparian and ornamental trees on site. The proposed project would require the removal and/or pruning of mature trees. If present, the bat roosts could be inadvertently destroyed. In addition, construction activities in the vicinity of a maternity roost could result in roost abandonment and mortality of young. The destruction of the roosts of special-status bat species or disturbance of maternity roosting would be a violation of the California Fish and Game Code (CFGC) and would be considered a significant impact pursuant to CEQA. This would be a significant impact.</i>	to vegetation clearing and construction activities within the both channels. 6. Prior to the initiation of work Best Management Practices (BMPs) consistent with those identified under the Contra Costa County Clean Water Program's Stormwater C.3 Guidebook² shall be in place to prevent the release of any pollutants or sediment into the creek, storm drains, or tributaries; all BMPs shall be properly maintained. Leaks, drips, and spills of hydraulic fluid, oil, or fuel from construction equipment shall be promptly cleaned up to prevent contamination of water ways. All workers shall be properly trained regarding the importance of preventing and cleaning up spills of contaminants. Protective measures shall include, at a minimum: a) No discharge of pollutants from vehicle and equipment cleaning shall be allowed into any storm drains or watercourses. b) Spill containment kits shall be maintained onsite at all times during construction operations and/or staging or fueling of equipment. c) Coir rolls or straw wattles shall be installed along or at the base of slopes during construction to capture sediment. 7. Protection of graded areas from erosion using a combination of silt fences, fiber rolls along toes of slopes or along edges of designated staging areas, and erosion control netting (such as jute or coir) shall be installed as appropriate on sloped areas. 8. The following measures shall be implemented to avoid adversely affecting sensitive habitats and harm or harassment to listed species: a) Any fill material shall be certified to be non-toxic and weed free.	

²Available online at http://www.cccleanwater.org/Publications/Guidebook/Stormwater_C3_Guidebook_6th_Edition.pdf

Impact	Mitigation	Monitoring
	b) All food and food-related trash items shall be enclosed in sealed trash containers and removed completely from the site at the end of each day. c) No pets from project personnel shall be allowed anywhere on the project site during construction. d) No firearms shall be allowed on the project site except for those carried by authorized security personnel, or local, State or Federal law enforcement officials. e) All equipment shall be maintained such that there are no leaks of automotive fluids such as gasoline, oils or solvents and a Spill Response Plan shall be prepared. Hazardous materials such as fuels, oils, solvents, <i>etc.</i> shall be stored in sealable containers in a designated location that is isolated from wetlands and aquatic habitats. f) Servicing of vehicles and construction equipment including fueling, cleaning, and maintenance shall occur only at sites isolated from any aquatic habitat unless separated by topographic or drainage barrier or unless it is an already existing gas station. Staging areas may occur closer to the project activities as required. g) Plastic mono-filament netting (e.g., that used with erosion control matting) or similar material shall not be used within the action area; wildlife can become entangled or trapped by such non-biodegradable materials. Acceptable substitutes include coconut coir matting, tackified hydroseeding, blown straw, or other organic mulching material. Mitigation Measure BIO-1b: In order to minimize and avoid impacts to migratory birds, the following measures should be implemented.	

Impact	Mitigation	Monitoring
	Mitigation Measure BIO-1b: In order to minimize and avoid impacts to White-tailed kite, Northern Harrier, and other migratory birds, the following measures shall be implemented. 1. The removal of trees and shrubs shall be minimized to the extent practicable. 2. If ground-disturbing activities (e.g., site clearing, diskings, grading, etc.) can be performed outside of the nesting season (i.e., between September 1 and January 31), no surveys additional surveys are warranted. If ground disturbing activities are scheduled to commence during the breeding season (i.e., between February 1 and August 31), preconstruction surveys shall be conducted by a qualified biologist within the 76 m (250 ft) radius of the project footprint no more than two weeks prior to commencing with ground-disturbing activities. 3. If no active nests are found, no further measures are necessary. If active nests (i.e. nests with eggs or young birds present) are found, a no-disturbance buffer zone shall be established at a distance sufficient to minimize disruption of breeding based on the nest location, topography, cover, the specie's tolerance to disturbance, and the type/duration of potential disturbance. No work shall occur within the non-disturbance buffers until the young birds have fledged. The size of the buffer zone shall be determined by the project biologist; typically non-disturbance buffer zones are 15 m (50 ft.) for passerines and 92 m (300 ft.) for raptors. 4. If work must be performed during the breeding season and within the designated buffer zone, a qualified biologist shall monitor the work site and the nest to determine if work activities are causing substantial stress on the breeding pair. If it is determined that project activities threaten the successful breeding of the pair, work shall cease	

Impact	Mitigation	Monitoring
	immediately. 5. If project activities result in the abandonment of the occupied nest of a migratory or special-status bird, the CDFW and/or the USFWS Division of Migratory Bird Management shall be contacted for further guidance. Mitigation Measure BIO-1c: In order to avoid impacts to burrowing owl during project implementation, the measures outlined below shall be implemented. 1. Prior to the initiation of any ground-disturbing activities (e.g., site clearing, diskings, grading, etc.), an assessment of burrowing owl habitats on site shall be performed by a qualified biologist. The preconstruction survey shall be conducted at least 30 days prior to the beginning of work and shall conform to the most recent survey protocol (CDFW 2012). 2. If there are no suitable burrowing sites on site or within 153 m (500 ft) of the limits of work, site clearing or grading may proceed. 3. If suitable burrows are detected during the breeding season (February 1 through August 31), focused surveys, conforming to published protocol (CDFW 2012), shall be conducted to determine the presence or absence of burrowing owl. Focused surveys may be delayed until the project is closer to implementation, generally no more than 30 days prior to grading or site clearing. Focused surveys consist of four separate surveys to observe each burrow, conducted over four days. 4. If occupied burrowing owl nest sites are detected, work may not proceed. The taking of burrowing owls or occupied nests is prohibited under CFGC.³ Nest sites must be flagged and protected by a designated disturbance-free buffer zone of at least	

³CFGC §§3503, 3503.5 and 3800

Impact	Mitigation	Monitoring
	76 m (250 ft.). Relocation (i.e., passive exclusion) of burrowing owls is only permitted during the non-breeding season (September 1 through January 31), and in consultation with CDFW. Owls shall be excluded from burrows in the immediate impact zone and within a 160-foot buffer zone by installing one-way doors in burrow entrances. Burrow doors shall be in place for 48 hours prior to the initiation of grading. Mitigation Measure BIO-1d: In order to avoid impacts to special-status bat species during project implementation, the measures outlined below shall be implemented. 1. No more than 14 days prior to the cutting or pruning of any trees, or the initiation of site clearing, a preconstruction survey shall be performed by a qualified biologist. The biologist shall inspect all suitable bat roosting habitat, including snags, rotten stumps, mature trees with broken limbs, exfoliating bark, and dense foliage, within and adjacent to the limits of work. If no sign of occupation by bats is observed, work may proceed. If site clearing or tree cutting is postponed for more than 14 days, the inspection shall be repeated. 2. If evidence of potential roosting by bats is detected, the CDFW shall be consulted regarding appropriate protective measures. At a minimum, to avoid direct impacts on special-status bats, the measures outlined below shall be followed before removing or trimming any trees suspected of supporting an active roost: a) If a tree provides potentially suitable roosting habitat, but bats are not present, the project biologist may exclude bats by sealing cavities, pruning limbs, or removing the entire tree. Trees and snags with cavities or loose bark that exhibit	

Impact	Mitigation	Monitoring
	evidence of use by bats may be scheduled for humane bat exclusion and eviction, conducted during appropriate seasons and supervised by the bat biologist. b) If the biologist determines or presumes bats are present, the biologist will exclude the bats from suitable tree cavities by installing one-way exclusion devices. After the bats vacate the cavities, the biologist will plug the cavities or remove the limbs. The construction contractor will only remove trees after the biologist verifies that the exclusion methods have successfully prevented bats from returning, usually in seven to 10 days. To avoid impacts on non-volant bats, the biologist will only conduct bat exclusion and eviction. With the incorporation of Mitigation Measure BIO-1a, 1b, 1c, and 1d, project implementation would not have a significant adverse effect on special-status animal species.	
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? <u>Impact BIO-2:</u> <i>The proposed activity would result in significant temporary impacts on waters of the U.S. and waters of the State. Significant impacts include the placement of temporary fill into the unnamed tributary to Willow Creek. The length of channel to be impacted is 50 feet. Such impacts are regulated under federal and State law and require prior authorization from federal, State and local regulatory agencies.</i>	<u>Mitigation Measure BIO-2:</u> The project has been designed in such a way as to minimize direct and indirect impacts on regulated aquatic features. The preliminary concept was to cut an open channel across the utility corridor permitting direct diversion of storm flows from the storm drain to the unnamed tributary to Willow Creek. Such a design would truncate the stormwater sheet flow directed onto the field and which sustains the perennial wetlands there. The hydrologic connection to as much as 0.3 ha (0.75 ac) of wetlands would be severed, leading to their conversion to upland grasslands. The redesigned project avoids impacting these wetlands entirely. However, in order to achieve a hydrologic connection and positive flows from the detention basin, temporary impacts to the unnamed tributary to Willow Creek are	<u>Monitoring Party for Mitigation Measure BIO-2:</u> The City of Pittsburgh Engineering and Planning Divisions shall ensure coordination with the East Contra Costa County Habitat Conservancy as required. Participation in the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan is expected to satisfy the requirements of the regulatory agencies for compensatory mitigation for unavoidable impacts on stream channels, wetlands and riparian habitat. A copy of the HCP/NCCP Planning Survey Report shall be included with the submittals to each agency.

Impact	Mitigation	Monitoring
	necessary. In order to avoid, minimize and compensate for unavoidable impacts on waters of the U.S./waters of the State, the following measures shall be implemented: 1. Prior to construction, the project proponent shall secure authorization from the USACE, CDFW and RWQCB in conformance to the CWA and LSAP. 2. A copy of this report shall be submitted to the USACE, CDFW and RWQCB in support of the permit application process. Work may not proceed until authorization has been received from these agencies. 3. Coordination with the East Contra Costa County Habitat Conservancy is also required. Participation in the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP; Jones and Stokes, 2006) is expected to satisfy the requirements of the regulatory agencies for compensatory mitigation for unavoidable impacts on stream channels, wetlands and riparian habitat. A copy of the HCP/NCCP Planning Survey Report shall be included with the submittals to each agency. 4. Per the terms of the adopted HCP/NCCP, a wetland mitigation fee may be paid in-lieu of habitat restoration <i>in situ</i>. If accepted by the regulatory agencies, no additional mitigation for wetland impacts is required. The payment of in-lieu fees must be made prior to issuance of a grading permit. If a grading permit is not required, fees must be paid prior to issuance of the first construction permit. For all work within and adjacent to stream channels and ditches, best management practices (BMPs) must be incorporated into the project design to prevent erosion, sedimentation, and the release of other contaminants into the water way.	

Impact	Mitigation	Monitoring
VIII. HYDROLOGY AND WATER QUALITY - Would the project: a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? Impact HYD-1: <i>Construction of the project bypass channel has the potential to adversely affect water quality in a tributary to Willow Creek that extends along the east side of the PG&E utility corridor. Grading and earthwork required for the western connection of the proposed bypass channel to the detention basin in Americana Park could adversely affect the water quality of waters of the U.S. and the State. Construction activities associated with the project will be subject to the City's grading ordinance, Pittsburgh Municipal Code Chapter 15.88, which requires the implementation of a grading, erosion and sediment control plan during ground disturbing activities. However, project construction could potentially result in a significant impact to water quality, including violation of applicable standards. Mitigation IX-1, below, would reduce this impact to a less than significant level.</i>	Mitigation Measure HYD-1: To preserve downstream water quality, the following mitigation measures shall be performed: 1. Work in active stream channels or wetlands shall be conducted during the dry season (Approximately April 15 through October 15). The work period may be extended with the written approval of the RWQCB and CDFG. 2. If work is to be performed in any channel with surface flows, a water diversion plan shall be implemented allowing uninterrupted stream flow. Cofferdams shall be built only from materials such as clean gravel, sandbags filled with clean river sand, or inflatable structures to avoid release of any silt or sediment. Cofferdams and bypass culverts shall be installed and removed by hand. Normal flows shall be restored upon completion of work; no permanent structures or construction materials shall be left behind. The use of cofferdams is only allowed under permits issued by the USACE and CDFG, and shall be subject to all permit conditions. 3. Best management practices (BMPs) shall be incorporated into construction operations to prevent the release of any contaminants (e.g., soil, silt, construction debris, raw cement, concrete, petroleum products, or any substance that could be hazardous to aquatic life, wildlife, or riparian habitat) into any creek or storm channel. All erosion control devices shall be removed upon completion of construction activities. A detailed description of BMPs is presented in Attachment 2 of this Initial Study. 4. Staging and storage areas for equipment, construction materials, fuels, lubricants and	Monitoring Party for Mitigation Measure HYD-1: During the construction of the channel, the City of Pittsburgh Engineering and Planning Divisions shall ensure that work in active stream channels occurs during the dry season, stream flows remain uninterrupted, appropriate BMPs are incorporated into construction operations, construction staging and storage areas are routinely and continuously monitored, and the revegetation program is effectively implemented.

Impact	Mitigation	Monitoring
	solvents shall be located outside of any channel and banks. Stationary equipment such as pumps, generators, compressors, and welders that must be located within any channel shall be placed on drip pans. Equipment operated in any channel shall be inspected and maintained daily to prevent release of hydraulic fluids or fuels into surface waters. Fueling and maintenance of equipment shall be performed outside of any channel. 5. All disturbed soil surfaces within or adjacent to any channel shall be reseeded with an appropriate blend of locally occurring native plant species. The seed mix shall be developed by a qualified restoration ecologist and shall be tailored to the individual watershed in which the work takes place.	

The City Council hereby agrees to implement the mitigation measures described within this Mitigation and Monitoring Plan for the **Americana Park Bypass Channel** project.



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: May 1, 2017
TIME: 7:00 p.m.
PLACE: City Council Chamber at City Hall
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Adoption of a City Council Resolution to Adopt a Mitigated Negative Declaration Prepared for the American Park Bypass Channel.

The proposed project includes construction of a bypass channel to convey Americana Park detention basin overflows into a tributary of Willow Creek. An initial study was prepared to identify potentially significant environmental impacts associated with construction of the proposed project, and it has been determined that these impacts could be lessened to a less than significant level through specified mitigations measures. This is a public hearing regarding the adoption of a Mitigated Negative Declaration (MND). The proposed Americana Park Bypass Channel project is identified within the City's Five-Year Capital Improvement Program (CIP; Project SD-9). The proposed project is located approximately 200 feet south of North Parkside Drive, just east of Americana Park, within the existing PG&E utility corridor, in the OS (Open Space) District. Assessor's Parcel No. 086-010-023.

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?

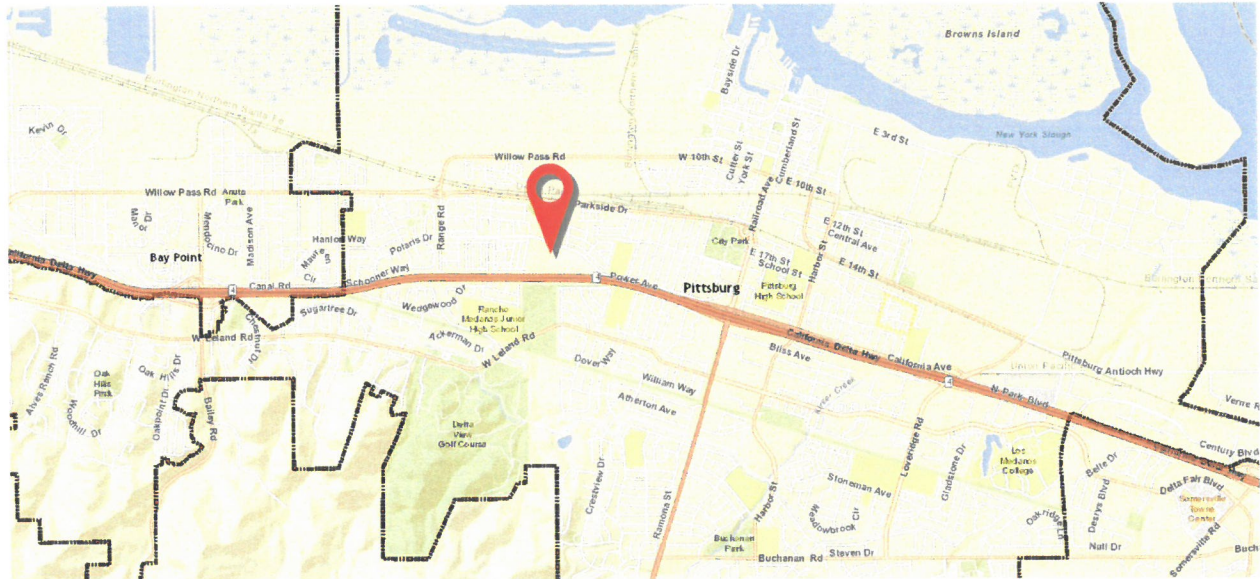
Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to the project planner listed above, or may be mailed or delivered to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 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:
Location:

American Park Bypass Channel – Adoption of an MND
Approximately 200 feet south of North Parkside Drive, just east of Americana Park,
within the existing PG&E utility corridor. APN: 086-010-023.





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

DATE: 4/21/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the City's Proposed Framework for the Development of a Green Infrastructure Plan

MEETING DATE: 5/1/2017

EXECUTIVE SUMMARY

The City is required under a permit from the San Francisco Regional Water Quality Control Board to control, prevent, and mitigate pollution in waterways. To mitigate for these pollutants, the City is required to develop a long term planning tool called the Green Infrastructure Plan to implement green projects. This report presents the Green Infrastructure Framework (Framework) which outlines the tasks, timeframes, and resources required to develop the Green Infrastructure Plan.

FISCAL IMPACT

None from this action. There will be a fiscal impact in the future from staff time required to develop and implement actions required by the Green Infrastructure Plan.

RECOMMENDATION

City Council approve the attached resolution approving the framework for development of a Green Infrastructure Plan.

BACKGROUND

The City operates under a Municipal Regional Stormwater Permit issued by the San Francisco Regional Water Quality Control Board (RWQCB). The permit was most recently re-issued on November 19, 2015, with an effective date of January 1, 2016, and contains 22 provisions related to controlling, preventing, and mitigating pollutants that enter waterways.

Contra Costa Permittees, collectively, must implement Green Infrastructure improvements to reduce the presence of Polychlorinated Biphenyls (PCBs) and mercury from 2014 levels

by 23 grams per year and 9 grams per year respectively, by 2020. Permittees must also plan for substantially larger reductions in these substances over the coming decades.

The strategy to meet these long term pollutant reduction goals requires development of a framework outlining the City's work plan for development of the Green Infrastructure Plan. Elements of the City's Green Infrastructure Plan will include: design criteria and guidelines for "greening" public right of way areas, reasonable assurance analyses that waste load reductions will meet requirements, and prioritization and mapping potential Green Infrastructure projects.

On June 6, 2016, the City Council received an informational report introducing the background and need for the development of the Green Infrastructure Plan.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

A successful Green Infrastructure Plan requires engagement of various stakeholders in planning, policy, and project development. The initial planning step for developing the City's Green Infrastructure Plan is to prepare the Framework that outlines tasks, timeframes, and resources required to develop a comprehensive Green Infrastructure Plan.

The Framework attached to this report will require regular meetings of staff from several City departments to plan projects on both public and private property. This multi-department collaboration will develop concepts for green projects that integrate multiple benefits, including transportation, recreation, streetscape improvements, and parks.

The City, in collaboration with the Contra Costa Clean Water Program, will use the framework attached to this report to develop a comprehensive outreach campaign to educate the public about green infrastructure benefits and engage them in the development of the City's Green Infrastructure Plan.

The Green Infrastructure Plan requirements and deadlines require the City Council to approve a framework or work plan by June 30, 2017. The City must also submit a Green Infrastructure Plan with its 2019 Annual Stormwater Report to the RWQCB by September 30, 2019.

ATTACHMENTS: Resolution
Framework

Report Prepared By: Jolan Longway
Civil Engineer II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Resolution Approving)
Framework for Development of a)
Green Infrastructure Plan)

RESOLUTION NO. 17-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City is required under a permit from the San Francisco Regional Water Quality Control Board (RWQCB) to control, prevent, and mitigate pollution in waterways. To mitigate for these pollutants, the City is required to develop a long term planning tool called the Green Infrastructure Plan to implement green projects; and

WHEREAS, Contra Costa Permittees, collectively, must implement Green Infrastructure to reduce the presence of Polychlorinated Biphenyls (PCBs) and mercury, from 2014 levels, by 23 grams/year and 9 grams/year respectively by 2020; and

WHEREAS, the strategy to meet these long term pollutant reduction goals requires the development a Green Infrastructure Framework (Framework) outlining the City's work plan to develop the Green Infrastructure Plan. Elements of the Green Infrastructure Plan will include: Low Impact Design criteria and guidelines for "greening" public right of ways, Reasonable Assurance Analyses that waste load reductions will meet TMDL requirements, and prioritize and map planned potential Green Infrastructure projects; and

WHEREAS, a successful Green Infrastructure Plan requires engagement of a wide variety of stakeholders involved in the planning, policy, and project development; and

WHEREAS, the intent of the Framework is to outline the required tasks, timeframes, and resources required to develop the Green Infrastructure Plan; and

WHEREAS, the Framework requires regular meetings of interdepartmental staff that plan projects on both public and private parcels. The purpose of multi-departmental collaboration is to collaboratively develop concepts for integrated projects that will provide multiple benefits (e.g. multi-modal transportation, recreation, streetscape improvements, and parks as well as green infrastructure; and

WHEREAS, the City in collaboration with the Contra Costa Clean Water Program will develop a comprehensive outreach campaign to educate public stakeholders on green infrastructure benefits and requirements and engage them in the development of the City's Green Infrastructure Plan; and

WHEREAS, the Green Infrastructure Plan requirements and deadlines require the City Council to approve a framework or work plan by June 30, 2017, and for the City to submit a Green Infrastructure Plan with its 2019 Annual Stormwater Report to the RWQCB.

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

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

Section 2. The Green Infrastructure Framework is hereby approved.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED, AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 1st day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk



City of Pittsburgh
Green Infrastructure Plan Framework
Order R2-2015-0049 Provision C.3.j.i.(1)

Adopted:

Resolution No.: 17-

ACRONYMS

ABAG	Association of Bay Area Governments
BASMAA	Bay Area Stormwater Management Agencies Association
CCCWP	Contra Costa Clean Water Program
CCSWRP	Contra Costa Watersheds Stormwater Resource Plan
GIS	Geographic Information System
IRWMP	Integrated Regional Water Management Plan
MRP	Municipal Regional Stormwater Permit
MTC	Metropolitan Transportation Commission
NPDES	National Pollutant Discharge Elimination System
PCBs	Polychlorinated Biphenyls
RAA	Reasonable Assurance Analysis
TMDL	Total Maximum Daily Load

TABLE OF CONTENTS

SUMMARY	1
1 · PURPOSE	2
1.1 Regulatory Requirements	2
1.2 Purpose of the Green Infrastructure Plan.....	2
1.3 Countywide and Regional Collaboration	3
2 · PLAN ELEMENTS AND APPROACH.....	3
2.1 Interdepartmental Coordination and Community Outreach	3
2.2 Green Infrastructure Project Identification and Prioritization	5
2.3 Evaluating Pollutant Load Reductions.....	6
2.4 Projecting Green Infrastructure Implementation.....	7
2.5 Completed Project Tracking System	7
2.6 Design Guidance and Specifications for Green Infrastructure Projects .	8
2.7 Sizing Requirements for Green Infrastructure Projects	8
3 · INTEGRATION WITH EXISTING PLANS AND POLICIES	9
3.1 Updates to Planning Documents.....	9
3.2 Adoption of Policies, Ordinances and Other Legal Mechanisms.....	10
4 · EVALUATION OF FUNDING OPTIONS	11
5 · TASK LIST, TIMEFRAMES, AND BUDGET	11
5.1 Tasks and Timeframes.....	11
5.2 Budget.....	11

APPENDICES

APPENDIX A PMC Chapter 13.28 Stormwater Management and Discharge Control

APPENDIX B BASMAA's Guidance for identifying Green Infrastructure Potential

Summary

To implement the Clean Water Act, and with direction from the California Regional Water Quality Control Board for the San Francisco Bay Region, Bay Area municipalities are incorporating green infrastructure into the development and renewal of the urban landscape.

Green infrastructure refers to the construction and retrofit of storm drainage to reduce runoff volumes, disperse runoff to vegetated areas, harvest and use runoff where feasible, promote infiltration and evapotranspiration, and use bioretention and other natural systems to detain and treat runoff before it reaches our creeks and Bay. Green infrastructure facilities include, but are not limited to, pervious pavement, infiltration basins, bioretention facilities or “raingardens”, green roofs, and rainwater harvesting systems. Green infrastructure can be incorporated into construction on new and previously developed parcels, as well as new and rebuilt streets, roads, and other infrastructure within the public right-of-way.

This Framework outlines the tasks, schedule, and budget necessary for the City to develop a Green Infrastructure Plan (Plan). The Plan is required by the San Francisco Bay Region Municipal Regional Stormwater NPDES Permit (MRP)¹, and must be submitted to the California Regional Water Quality Control Board for the San Francisco Bay Region by September 2019.

The Framework describes required elements of the Plan, including the following:

- Staff coordination and public outreach
- Mapped and prioritized areas for potential and planned projects
- Targets for the amount of impervious surface to be retrofit over time
- A system for tracking and mapping completed projects
- Guidelines for project design, and standard designs and specifications
- Requirements for sizing green infrastructure projects
- Integration with existing planning documents
- Methods and results for estimating the load reductions to be achieved
- Evaluation of funding options

Several of these elements will be developed collaboratively with other Contra Costa municipalities through the Contra Costa Clean Water Program

¹ Order R2-2015-0049.

(CCCWP) or regionally through the Bay Area Stormwater Management Agencies Association (BASMAA).

1 Purpose

1.1 Regulatory Requirements

Pittsburg is one of 76 Bay Area municipalities covered by the MRP issued by the California Regional Water Quality Control Board for the San Francisco Bay Region (Water Board).

Permit provision C.3.j.i. *Green Infrastructure Program Plan Development*, requires that each Permittee prepare and submit a Green Infrastructure Plan. Required elements of the Plan are described in Section 2 of this framework. The Plan is to be submitted with the Annual Report due September 30, 2019.

The provision further specifies that each Permittee prepare a framework or workplan that describes specific tasks and timeframes for development of the Plan. The City must approve the framework or workplan by June 30, 2017. This document fulfills that requirement.

Provisions C.11 and C.12 in the MRP requires Contra Costa Permittees (Contra Costa County and its 19 cities and towns) to reduce estimated PCB loading by 23 grams/year and estimated mercury loading by 9 grams/year using green infrastructure by June 30, 2020. Regionally, Permittees must also project the load reductions achieved via green infrastructure by 2020, 2030, and 2040, showing that collectively, reductions will amount to 3 kg/year PCBs and 10 kg/year mercury by 2040. The Plan will provide estimates of the reductions in the quantity of these pollutants based on implementation of the elements outlined in the Plan.

1.2 Purpose of the Green Infrastructure Plan

The City's Plan will guide a shift from conventional "collect and convey" storm drain infrastructure to more resilient, sustainable stormwater management that reduces runoff volumes, disperses runoff to vegetated areas, harvests and uses runoff where feasible, promotes infiltration and evapotranspiration, and uses natural processes to detain and treat runoff.

Green infrastructure features and facilities include, but are not limited to, pervious pavement, infiltration basins, and bioretention facilities ("rain gardens"), green roofs, and rainwater harvesting systems.

As required by Provisions C.3.a. through C.3.i. in the MRP, these "Low Impact Development" practices are currently implemented on public and private projects in the City. Specific methods and design criteria are spelled

out in the CCCWP's *Stormwater C.3 Guidebook*, referenced in PMC 13.26.050 *Stormwater Management and Discharge Control*.

The proposed Plan will detail how similar methods will be incorporated to retrofit existing storm drainage infrastructure using facilities constructed on public and private parcels and within the public right-of-way.

To prepare the Plan, the City will:

- Review planned capital projects to identify the potential to incorporate green infrastructure and low impact development drainage design.
- Identify and prioritize areas and projects within the City to implement additional green infrastructure projects.
- Coordinate within and between City departments to develop concepts for integrated projects that serve multiple objectives (e.g., multi-modal transportation, recreation, streetscape improvements, and parks, as well as green infrastructure).
- Document resources and a process for completing conceptual designs.
- Document a funding strategy for future projects, including a process to pursue funding and align project funding sources and schedules to successfully build integrated projects.
- Develop and implement a system to track green infrastructure projects, including land development projects subject to requirements outlined in Provisions C.3.a. thru C.3.i., and project future implementation.
- Evaluate and predict the resulting reductions in the quantity of pollutants—including PCBs, mercury, and trash—transported to creeks and the Bay/Delta.

1.3 Countywide and Regional Collaboration

Several of the elements required for preparation of the City's Plan will be developed collaboratively through participation in the CCCWP and/or regionally through participation in BASMAA.

2 Plan Elements and Approach

2.1 Interdepartmental Coordination and Community Outreach

To be successful, the Plan must engage a wide variety of stakeholders in plan, policy, and project concept development. Planned projects with multiple benefits may be proposed for streets, parks, schools or other public parcels. A successful green infrastructure planning team will include representatives

from the municipal departments who plan and implement projects on these streets and parcels.

A successful planning approach will also include a robust plan for engagement of both municipal staff and the community members who live, work, and play near proposed green infrastructure projects.

2.1.1 Interdepartmental Coordination

The City has standing monthly interdepartmental Development Review Team meetings, which will be the forum for educating and discussing the Green Infrastructure implementation and the development of the Framework and the steps needed to develop and implement the Plan.

The City's Interdepartmental Development Review Team consists of the following departments and staff representatives:

Table 1. Interdepartmental Green Infrastructure Plan Committee

Staff	Department
Paul Reinders, Ron Nevels, Jolan Longway	Engineering – Traffic, CIP, and Land Development Divisions
Kristin Pollot	Planning
Hilario Mata, Bobby Joaquin	Public Works
Laura Wright	City Manager's Office

The interdepartmental committee met 2 times in FY 16/17 to discuss the required elements and development of the City's Plan.

2.1.2 Community Engagement and Outreach

The City will develop a comprehensive community engagement and education strategy in order to educate public stakeholders on green infrastructure benefits and requirements and to engage them in the development of the City's Plan. Such outreach will include both general outreach and targeted outreach and training for professionals involved in

infrastructure planning and design. Targeted outreach and training is ongoing and will be coordinated countywide with the CCCWP.

2.2 Green Infrastructure Project Identification and Prioritization

The Plan will outline the mechanism(s) by which the City will identify, prioritize and map potential and planned green infrastructure projects on a drainage-area-specific basis. These include public and private projects that may be implemented over the long term, with milestones for implementation by 2020, 2030, and 2040.

The Plan must also contain the outputs resulting from the identification and prioritization mechanism(s) described above, including the prioritization criteria as well as the lists and maps of prioritized projects and timeframes for implementation.

The following mechanisms will be used to identify, prioritize, and map future green infrastructure projects:

2.2.1 Review of Capital Improvement Program Projects

The City will create a database for public and private green infrastructure projects planned for implementation during the permit term, and public projects that have potential for green infrastructure measures. The City has begun this process and an initial list was submitted with the FY 15-16 Annual Report.

The creation and maintenance of this list is supported by guidance developed by BASMAA: “Guidance for Identifying Green Infrastructure Potential in Municipal Capital Improvement Projects” (May 6, 2016 The BASMAA Guidance is attached to this document as Appendix B.

The Plan will document current implementation of this process within the City and will identify planned changes or needed improvements. Resultant project lists will be used to provide potential projects for incorporation into the Plan. The Plan will also include a workplan to complete prioritized projects identified through this process.

2.2.2 Tools and Processes for Project Identification and Prioritization

Staff will develop a process and resources for identifying and pursuing, on an ongoing basis, additional opportunities to construct green infrastructure projects in the City. The process and resources will be documented in the Plan and will address how multi-objective projects will be identified through a collaborative interdepartmental planning process. Currently the City conducts monthly Development Review Team meetings to discuss upcoming private and public projects and projects in the conceptual stages of development.

Further review of these projects is conducted through the Planning Department's project referral process for Planning Applications.

In addition to the City's Capital Improvement Program, the City will refer projects identified in the City's Stormwater Management Plan, and Kirker Creek Watershed Management Plan for opportunities to incorporate Green Infrastructure elements.

2.2.3 Use of Contra Costa Watersheds Stormwater Resource Plan Tools and Project Lists

The Contra Costa Clean Water Program has obtained a planning grant from the State Water Resources Control Board to develop a Stormwater Resource Plan for Contra Costa County. The Contra Costa Watersheds Stormwater Resources Plan (CCSWRP) will support the development and implementation of green infrastructure plans within the County through identification of local and regional opportunities for green infrastructure projects and the development of tools for estimating pollutant load reductions over future timeframes. The CCSWRP will identify and prioritize multi-benefit projects using a metrics based approach for quantifying project benefits such as volume of stormwater infiltrated and/or treated and quantity of pollutants removed. The metrics-based analysis will be conducted using hydrologic and pollutant load reduction models coupled with GIS resources and other tools. Potential projects will also be assessed for additional benefits such as flood control, community greening, and habitat creation. The product of these analyses will be a map of opportunity areas for green infrastructure projects throughout the County and an initial prioritized list of potential projects. The tools, maps, and list of potential projects developed through this process will be available for incorporation into the City's Plan.

2.3 Evaluating Pollutant Load Reductions

The project prioritization criteria will consider opportunities to reduce loads of trash, mercury, PCBs, and other pollutants. It is anticipated that mercury and PCB pollutant load reductions will be evaluated for each project using the regionally developed Interim Accounting Methodology which is based on watershed locations and historic land uses. A draft of this regionally developed methodology was submitted to the Water Board in the 2016 Annual Report. Furthermore, it is anticipated that a Reasonable Assurance Analysis (RAA) will be developed in cooperation with both regional and countywide partners to demonstrate that reductions will be achieved in the time frame required by the Mercury TMDL (2006) and the PCBs TMDL (2008). The City's Plan will include a description of these two methodologies

and the results of these methodologies will be incorporated into the planning process.

It is also anticipated that these two methodologies will be used to help develop and/or confirm targets for the amount of impervious surface, from both public and private projects, which will need to be converted or “retrofit” to drain to green infrastructure features, such as a vegetated area or stormwater treatment facility, or converted to pervious surfaces, by the MRP’s 2020, 2030, and 2040 milestones. The City’s Plan will include these targets as well as a description of the analyses used to develop them. The final framework will include an updated version of this project description.

2.4 Projecting Green Infrastructure Implementation

To develop the RAA and generate targets for green infrastructure implementation on public and private land, the Plan will include an estimate of the pace of future green infrastructure implementation on public and private parcels.

To estimate the pace of future implementation on private parcels, the City will participate in development of a consistent countywide or regional methodology for projecting private development in future decades. The projections will likely incorporate or adapt regional scenarios created by the Association of Bay Area Governments/Metropolitan Transportation Commission (ABAG/MTC) to estimate future implementation of green infrastructure in each municipality.

Completed Project Tracking System

The Plan will describe the process for tracking and mapping completed public and private projects and making the information available to the public.

Through the CCCWP, the City is participating in development of a GIS project that will allow spatial tracking and representation (maps) of green infrastructure projects and associated tributary drainage areas. The database will be used for tracking and reporting public projects and Regulated Projects (MRP Provision C.3.b.) including Special Projects (MRP Provision C.3.e.) and may be used for tracking operation and maintenance verification inspections of installed stormwater treatment facilities (MRP Provision C.3.h.).

The Plan will include an update on this countywide/regional project and the status and plans for integrating this tool into its processes for implementing green infrastructure.

2.5 Design Guidance and Specifications for Green Infrastructure Projects

The Plan must include general design and construction guidelines, as well as standard specifications and details (or references to those documents) for incorporating green infrastructure components into projects within the City. These guidelines and specifications should address the different street and project types, as defined by its land use and transportation characteristics, and allow projects to provide a range of functions and benefits, such as stormwater management, bicycle and pedestrian mobility and safety, public green space, urban forestry, etc.

The City will collaborate with other Permittees, countywide and regionally, to compile, reference, and/or develop this design guidance. Questions to be addressed in the review and compilation period include:

- Does existing design guidance address local needs? Are there local conditions or characteristics that require different guidance?
- To what extent would additional guidance, if developed, address the needs of multiple projects? Or are the design issues presented by local green infrastructure projects so site-specific that designs must be developed individually for each project?

The results of this review, and the status of design guidance to be used in future projects, will be discussed and presented in the Plan. An initial list of currently available green infrastructure design guidance is listed in Appendix C.

2.6 Sizing Requirements for Green Infrastructure Projects

The City's Plan must include a requirement that projects be designed to meet the treatment and hydromodification sizing requirements in MRP Provisions *C.3.c. Low Impact Development* and *C.3.d Numeric Sizing Criteria for Stormwater Treatment Systems*. The Permittees may collectively propose an approach on how to proceed should project constraints in non-regulated right of way projects preclude fully meeting the C.3.d. sizing requirements.

A BASMAA project is currently underway to analyze hydrologic data and bioretention facility performance under different sizing scenarios. It is anticipated that this project will result in recommendations for sizing green infrastructure in non-regulated right of way projects. The City's Plan will describe the outcomes of BASMAA's efforts and how those outcomes have been incorporated into local planning and design practices. BASMAA's guidance may include criteria to assist Permittees to determine when higher-rate tree-box-type biofilters may be a more practical and effective mode of

treatment than bioretention. The final framework should include an updated version of this project description.

3 Integration with Existing Plans and Policies

3.1 Updates to Planning Documents

The Plan must describe its relationship to other planning documents and efforts within the City and how those planning documents have been updated or modified, if needed, to support and incorporate the green infrastructure requirements. If any necessary updates or modifications have not been accomplished by the completion of the Plan, the Plan must include a work plan and schedule to complete them.

The City has reviewed its existing municipal planning documents and identified which documents need to be updated or modified to support and/or be consistent with the Plan. A summary of the results of the municipal plan review and a schedule for updates or modifications is in Table 2.

The Plan will also describe a process or processes, including criteria, to ensure future planning documents are consistent with the Plan's policies, processes, and tasks.

Table 2. Municipal Plans Requiring Updates to Support Green Infrastructure Implementation

Name of Plan	Responsible Department/Staff	Last Updated	Next Projected Update
General Plan	Planning / Kristin Pollot	2004	2020
Railroad Avenue Specific Plan	Planning	2009	None
Transportation Plan (included in General Plan)	Planning	2004	2020
Contra Costa Countywide Bicycle and Pedestrian Plan	CCTA / Brad Beck	2009	2017
Storm Drain Master Plan	Engineering	1999	TBD
Parks/Open Space Plan (included in General Plan)	Planning	2004	2020

3.2 Adoption of Policies, Ordinances and Other Legal Mechanisms

The City will review its existing policies, ordinances, and other legal mechanisms to identify which documents may need to be updated or modified to help implement the Plan, and the timing for those actions. All needed updates, modifications, or new mechanism(s) will be completed and adopted (if necessary) by September 30, 2019.

Staff will also collaborate with other Permittees, countywide and regionally, to ensure policies, ordinances, and other legal mechanisms are consistent with those of other Permittees countywide and regionally, while being tailored to the specific needs and characteristics of City.

4 Evaluation of Funding Options

The Plan must include an evaluation of funding options for design, construction, and long-term maintenance of prioritized green infrastructure projects, considering local, state and federal funding sources. The City will analyze possible funding options to raise additional revenue for the projects that will eventually be included in the Plan, including capital and operation and maintenance (O&M) costs of these projects. The evaluation for capital costs will include, but not be limited to: alternative compliance funds, grants – including transportation project grants, new taxes or other levies, existing resources, and other sources of funds. Options for O&M funding will include: CFD 2016-1 Maintenance of Project Facilities.

5 Task List, Timeframes, and Budget

5.1 Tasks and Timeframes

The tasks identified in this Framework are shown on Table 4.

5.2 Budget

The City has included thirty thousand dollars [\$30,000] in its FY 2017-2018 budget for completion of these tasks. Based on initial cost estimates, staff currently plans to propose an additional ten thousand dollars[\$10,000] for this purpose in the FY 2018-2019 budget, for a total of forty thousand dollars [\$40,000] to be expended on preparation of the Plan.

Table 4. Summary and Preliminary Schedule of Tasks to Prepare the Plan
Green Infrastructure Planning Tasks, Roles, and Timeframes

#	Task Description (and reference to the specific subprovision within Provision C.3.j. that is addressed by the task)	Lead			Estimated Timeframe for Completion	Resources and Notes The task list and schedule is a living document and will be refined over the course of the GI Plan development process.
		Local	CCCWP	BASMAA		
Tasks that should have been completed or should be scheduled now						
1	Provide a staff report to City Management and Council regarding the Green Infrastructure Provision (C.3.j.i.(4)(c))	●			Completed June 6, 2016	
2	Provide a presentation and training to interdepartmental staff regarding the Green Infrastructure Provision (C.3.j.i.(4)(b))	●			January 20, 2017	
3	Convene an interdepartmental Green Infrastructure Committee or Work Group	●			January 20, 2017	
4	Identify planning documents requiring updates and integration with Green Infrastructure planning (C.3.j.i.(4)(h))	●			April 12, 2017	
5	Develop a draft budget and staff assignments for preparing the Green Infrastructure Plan during 2017-2019	●			March 29, 2017	
6	Establish procedures and responsibilities for reviewing capital improvement projects (early implementation) (C.3.j.ii.)	●			May 5, 2016	
7	Begin discussions of strategy for developing capacity to plan, seek funding for, and implement Green Infrastructure projects	●			Ongoing	
8	Coordinate within and between departments to develop concepts for integrated projects that serve multiple objectives	●			Ongoing	
Tasks to complete by June 30, 2017						
9	Complete the Green Infrastructure Plan Framework and have it approved by the Council, Board, or City/Town Manager (C.3.j.i.(1))) and (C.3.j.i.(5)(a))					
A	Create a schedule for approval of the Framework	●			May 1, 2017	
B	Prepare a draft Framework	●			Completed April 12, 2017	
C	Circulate and obtain comments on the draft Framework	●			April 13, 2017	
D	Revise Framework and make final	●			April 13, 2017	
E	Prepare a Staff Report and Presentation (if needed) for the Framework	●			April 14, 2017	
F	Obtain Manager, Council, or Board Action	●			May 1, 2017	
Tasks to complete July 1, 2017 – September 30, 2019						
10	Draft Green Infrastructure Plan (C.3.j.i.(2))					
A	Review and revise schedule for provision of resources to be provided countywide or regionally		●		July-Aug. 2017	
B	Obtain consultant resources to assist with Plan preparation	●			Aug. 2017	If needed.
C	Create a detailed schedule for completion and approval of the Green Infrastructure Plan, and for submittal with the 2019 Annual Report	●			Aug. 2017	
D	Prepare a Green Infrastructure Plan Template		●		Dec. 2017	The scope of this deliverable will be discussed with the CCCWP

#	Task Description (and reference to the specific subprovision within Provision C.3.j. that is addressed by the task)	Lead			Estimated Timeframe for Completion	Resources and Notes The task list and schedule is a living document and will be refined over the course of the GI Plan development process.
		Local	CCCWP	BASMAA		
						Development Committee in Spring 2017.
	E Draft the Green Infrastructure Plan	●			Jan. 2018 – Feb. 2019	The Green Infrastructure Plan will include locally originated elements and adaptation of resources produced countywide and regionally (see tasks below).
	F Circulate, obtain comments and revise the draft Plan	●			Feb.-May 2019	
	G Council or Board action to approve the Green Infrastructure Plan and any policies required to implement the Plan	●			May – Aug. 2019	
	H Submit the Green Infrastructure Plan	●			Sept. 2019	
11	Mechanism for Identifying and Prioritizing Projects					
	A Create or adopt a mechanism to locate, prioritize, and map areas for potential and planned public projects on a drainage-area-specific basis (C.3.j.i.(2)(a))	●			Oct. 2017*	*Tasks 4.4 in CCSWRP Scope of Work. It is currently anticipated that the quantitative methodologies for this analysis will be developed by Oct 2017.

#	Task Description (and reference to the specific subprovision within Provision C.3.j. that is addressed by the task)	Lead			Estimated Timeframe for Completion	Resources and Notes The task list and schedule is a living document and will be refined over the course of the GI Plan development process.
		Local	CCCWP	BASMAA		
	B Identify targets for the amount of impervious surface to be retrofitted by 2020, 2030, and 2040 (C.3.j.i.(2)(c))	●	●		June 2018	The task will be further discussed with the CCCWP Development Committee in 2017. It is assumed that the CCCWP will, at a minimum, provide guidance on the methodology to complete this task.
	C Identify and prioritize projects and/or areas for potential projects for implementation by 2020, 2030, and 2040, consistent with the Reasonable Assurance Analysis (C.3.j.i.(2)(b) and C.3.j.iv.(1))	●	●		June 2018	The task will be further discussed with the CCCWP Development Committee in 2017. It is assumed that the CCCWP will, at a minimum, provide guidance on the methodology to complete this task.
12	Project Amount and Locations of Private Development (C.3.j.i.(2)(c))					

#	Task Description (and reference to the specific subprovision within Provision C.3.j. that is addressed by the task)	Lead			Estimated Timeframe for Completion	Resources and Notes The task list and schedule is a living document and will be refined over the course of the GI Plan development process.
		Local	CCCWP	BASMAA		
	A Identify or develop a methodology for projecting amount and locations of private development		●		July 2017	CCCWP will coordinate with other countywide stormwater programs with the aim of making methodologies consistent regionally.
	B Apply methodology and revise/validate projections of private development based on local understanding and knowledge of development patterns	●			June 2018	
13	List of Prioritized Projects (C.3.j.i.(2)(b))					
	A Develop list of project concepts and prioritize based on evaluation of multiple benefits		●		Jan. 2018*	*Task 4.5 in the CCSWRP Scope of Work. A draft project list for review is currently anticipated by Jan 2018.
	B Revise/validate project lists based on local knowledge	●			Feb.- March 2018	
	C Identify projects that may be candidates for grant funding, including funding under Round 2 of the Prop. 1 Stormwater Grant Program	●			Feb.- March 2018	And ongoing.
14	Early Implementation					
	A Prepare workplans to complete prioritized projects produced from capital improvement program review (C.3.j.i.(2)(j))	●			Nov.-Dec. 2017	And subsequent years. Workplans should be produced following reporting of projects in Annual Report and in time for consideration in following year's budget.
	B Prepare workplans for additional staff-identified Green Infrastructure projects	●			Nov.-Dec. 2017	And subsequent years.

#	Task Description (and reference to the specific subprovision within Provision C.3.j. that is addressed by the task)	Lead			Estimated Timeframe for Completion	Resources and Notes The task list and schedule is a living document and will be refined over the course of the GI Plan development process.
		Local	CCCWP	BASMAA		
	C Incorporate the lists of early implementation projects and additional staff-identified projects and associated workplans into the Green Infrastructure Plan	●			Jan. 2019	
15	Supporting Elements and Associated Tasks					
	A Develop a model ordinance, policy or policies for Green Infrastructure Plan Implementation (C.3.j.i.(3))		●		Dec. 2018	The need for CCCWP assistance with this task, and the scope of any resulting deliverables, will be discussed with the CCCWP Development Committee in 2017 and 2018.
	B Review local ordinances, policies, and resolutions and determine if updates are needed to support implementation of Green Infrastructure. Document this review in the 2019 Annual Report (C.3.j.i.(5)(c))	●			June 2018	
	C Prepare an analysis of potential funding options for Green Infrastructure Projects (C.3.j.i.(2))		●		Dec. 2017	The scope of this deliverable will be further discussed with the CCCWP Development Committee in Spring 2017.
	D Analyze funding options for Green Infrastructure Projects and applicability to local conditions (C.3.j.i.(2)(k))	●			June 2018	
	E Develop Green Infrastructure Design Guidelines for streetscapes and other public infrastructure (C.3.j.i.(2)(e))		●		Dec. 2018	The scope and schedule for this deliverable will be further discussed with the CCCWP Development Committee in Spring 2017.
	F Develop specifications and typical design details for Green Infrastructure (C.3.j.i.(2)(f))		●		Dec. 2018	The scope and schedule for this deliverable will be further discussed with

#	Task Description (and reference to the specific subprovision within Provision C.3.j. that is addressed by the task)	Lead			Estimated Timeframe for Completion	Resources and Notes The task list and schedule is a living document and will be refined over the course of the GI Plan development process.
		Local	CCCWP	BASMAA		
						the CCCWP Development Committee in Spring 2017.
	G Develop sizing criteria for Green Infrastructure facilities in non-Regulated right-of-way projects (C.3.j.i.(2)(g))			●	Sep. 2017	See BASMAA's December 2016 RFP to analyze hydrologic data and bioretention facility performance.
	H Develop regionally consistent methods to track and report implementation of green infrastructure measures, including load reductions achieved (C.3.j.iv.(1))			●	Dec. 2017	Being developed in cooperation with ACCWP.
16	Update Planning Documents (C.3.j.i.(2)(h))					
	A Review planning documents and identify potentially needed updates	●			Mar. 2017	
	B Update planning documents	●			Jul. 2017 – May 2019	
	C Identify remaining updates and reference in Green Infrastructure Plan (C.3.j.i.(2)(i))	●			May 2019	
17	Outreach and Education (C.3.j.i.(4))					
	A Participate in countywide and regional Green Infrastructure outreach and education efforts, including general outreach and targeted outreach and training for professionals involved in infrastructure planning and design (C.3.j.iii.)		●		Jan. 2016 – Jun. 2019	
	B Implement Green Infrastructure outreach and education in connection with planning and design of green infrastructure projects (C.3.j.i.(4)(a))	●			Jan. 2016 – Jun. 2019	And ongoing.
	C Develop a stakeholder education and engagement strategy/plan for Green Infrastructure Plan development, including outreach and education about the required Green Infrastructure Plan elements.	●			Dec. 2017	CCCWP to assist with content.
	D Incorporate Green Infrastructure outreach on municipal websites	●			Now – Jun. 2019	CCCWP to assist with content.
	E Provide updates to elected officials on Green Infrastructure requirements and methods of implementation (C.3.j.i.(4)(c))	●			Periodic	CCCWP to assist with content.

APPENDIX A

Chapter 13.28 STORMWATER MANAGEMENT AND DISCHARGE CONTROL¹

Sections:

<u>13.28.010</u>	Intent and purpose.
<u>13.28.020</u>	Definitions.
<u>13.28.030</u>	Responsibility for administration.
<u>13.28.040</u>	Construction and application.
<u>13.28.050</u>	Stormwater control plan required.
<u>13.28.060</u>	Prohibited discharges.
<u>13.28.070</u>	Discharge in violation of NPDES permit.
<u>13.28.080</u>	Unlawful discharge and unlawful connections.
<u>13.28.090</u>	Best management practices and standards.
<u>13.28.110</u>	Authority to inspect.
<u>13.28.120</u>	Violations constituting misdemeanors.
<u>13.28.130</u>	Penalty for violation.
<u>13.28.140</u>	Continuing violation.
<u>13.28.150</u>	Concealment.
<u>13.28.160</u>	Acts potentially resulting in violation of the Federal Clean Water Act or Porter-Cologne Act.
<u>13.28.180</u>	Civil actions.
<u>13.28.190</u>	Remedies not exclusive.
<u>13.28.210</u>	Judicial review.

13.28.010 Intent and purpose.

A. The intent of this chapter is to protect and enhance the water quality in the city of Pittsburg's watercourses pursuant to, and consistent with, the Porter-Cologne Water Quality Control Act (Water Code Section 13000 et seq.) and the Federal Clean Water Act (33 USC Section 1251 et seq.).

B. This chapter also carries out the conditions in the city's National Pollutant Discharge Elimination System (NPDES) permit that require effective February 15, 2005, implementation of appropriate source control and site design measures and stormwater treatment measures for projects that create or replace one acre or more of impervious surface, and that effective August 15, 2006, reduce the threshold to projects that create or replace 10,000 square feet or more of impervious surface.

C. It is the purpose of the city council in enacting this chapter to protect the health, safety and general welfare of Pittsburg's citizens by:

1. Minimizing nonstormwater discharges, whose pollutants would otherwise degrade the water quality of local streams, to the stormwater system;
2. Minimizing increases in nonpoint source pollution caused by stormwater runoff from development that would otherwise degrade local water quality;
3. Controlling the discharge to the city's stormwater system from spills, dumping or disposal of materials other than stormwater; possible through stormwater management controls and ensuring that these management controls are properly maintained and pose no threat to public safety. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.020 Definitions.

The following words and phrases when used in this chapter shall be as defined in this section. Words and phrases in this chapter and not otherwise defined shall be interpreted as defined in the regulations issued by the U.S. Environmental Protection Agency to implement the provisions of the Federal Clean Water Act, and as defined by the State Water Resources Control Board to implement the Porter-Cologne Act:

- A. "Best management practices" or "BMP" are structural devices, measures, stormwater management facilities, activities, prohibitions or practices, general good housekeeping, pollution prevention practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants directly or indirectly into watercourses, water bodies, and wetlands.
- B. "City's NPDES permit" means the NPDES permit issued to the city of Pittsburg, Permit No. CAS612008, and any subsequent amendment, reissuance or successor to this NPDES permit.
- C. "Development runoff requirements" means the provisions in the city's NPDES permit that contain performance standards to address both the construction and post-construction phase impacts of new projects and redeveloped projects on stormwater quality. In the city's 1999 NPDES permit these requirements are in Section (C)(3).
- D. "Director" means the city engineer of the city of Pittsburg or his or her designee.
- E. "Enforcement officer" or "officer" means those individuals designated by the director to act as authorized enforcement officers.
- F. "Guidebook" means the most recent version of the Contra Costa Clean Water Program Stormwater C.3 Guidebook.
- G. "Nonstormwater discharge" means any addition of any pollutant to the city's stormwater system, except discharges pursuant to a NPDES permit, or discharges further exempted in PMC 13.28.060(C) and (D).
- H. "Pollutant" means any material other than stormwater including, but not limited to, petroleum products or by-products, solid waste, incinerator residue, sewage, sewage sludge, heat, chemical waste, biological

materials, radioactive materials, wrecked or discarded equipment, rock, sand, soil and industrial, municipal or agricultural waste discharged into the water or stormwater system.

I. "Premises" means any building, structure, facility, or installation (including a building's grounds or other appurtenances), and adjacent sidewalks and parking strips.

J. "Responsible person" means the owner or occupant of any premises or who engages in any activity from which there is or may be a nonstormwater discharge or any person who releases pollutants to the city's stormwater system.

K. "Stormwater" means flow on the surface of the ground resulting from precipitation.

L. "Stormwater management facility" means any device that utilizes detention, retention, filtration, harvest for reuse, evapotranspiration or infiltration to provide treatment (and/or control volume, flows, and durations) of stormwater for purposes of compliance with development runoff requirements.

M. "Stormwater control plan" means a plan that meets those criteria contained in the most recent version of the Contra Costa Clean Water Program Stormwater C.3 Guidebook.

N. "Stormwater system" is that system of facilities by which stormwater may be conveyed to any stream, watercourse, other body of water or wetlands, including flood control channels, any roads with drainage systems, city streets, catch basins, curbs, gutters, ditches, improved channels, storm drains or storm drain system, which are not part of a publicly owned treatment works ("POTW") as that term is defined in 40 CFR Section 122.2. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.030 Responsibility for administration.

The director or his designee shall administer this chapter for the city. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.040 Construction and application.

This chapter shall be construed consistent with the requirements of the Federal Clean Water Act and amendments thereto or applicable implementing regulations and the city's NPDES permit. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.050 Stormwater control plan required.

A. Every application for a development project, including but not limited to a rezoning, tentative map, parcel map, conditional use permit, variance, site development permit, design review, or building permit that is subject to the development runoff requirements in the city's NPDES permit shall be accompanied by a stormwater control plan that meets the criteria in the most recent version of the Contra Costa Clean Water Program Stormwater Section C.3 Guidebook.

B. Implementation of an approved stormwater control plan and submittal of an approved stormwater control operation and maintenance plan by the applicant shall be a condition precedent to the issuance of a certificate of occupancy for a project subject to this section.

C. All stormwater management facilities shall be designed in a manner to minimize the need for maintenance and reduce the chances of failure. Design guidelines are outlined in the guidebook.

D. All stormwater management facilities shall be maintained according to the guidebook and the approved stormwater control operation and maintenance plan. The person(s) or organization(s) responsible for maintenance shall be designated in the plan. Unless a different time period is provided for in the plan, those responsible for maintenance shall inspect the stormwater management facility at least annually. The plan shall also describe how the maintenance costs will be funded. Upon the failure of a responsible person to maintain a stormwater management facility in accordance with this chapter or the plan, the city may perform the maintenance and recover its costs from the responsible person as provided in PMC 13.28.120 and 13.28.180.

E. For access to stormwater management facilities for inspections and maintenance, recorded covenants or easements shall be provided by the property owner for access by the city, the Contra Costa mosquito and vector control district, and the regional water quality control board. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.060 Prohibited discharges.

A. The release of nonstormwater discharges to the city stormwater system is prohibited.

B. The discharge of stormwater from premises or an activity that causes or contributes to a violation of receiving water limitations in the city's NPDES permit is prohibited.

C. The following discharges are exempt from the prohibition set forth in subsection (A) of this section:

1. Any discharge in compliance with a NPDES permit issued to the discharger;
2. Flows from riparian habitats and wetlands, diverted stream flows, flows from natural springs, rising ground waters, uncontaminated and unpolluted groundwater infiltration, single-family homes' pumped ground water, foundation drains, and water from crawl space pumps and footing drains, and pumped groundwater from drinking aquifers.

D. The following discharges are exempt from the prohibitions set forth in subsection (A) of this section if and only if the discharges are in accordance with conditions including but not limited to specific conditions for each type of discharge set forth in Section C.15 of the city's NPDES permit: uncontaminated pumped groundwater from non-drinking water aquifers; pumped groundwater from other sources, foundation drains, water from crawl space pumps and footing drains, air-conditioning condensate, planned discharges from routine operation and maintenance activities in the potable water distribution system; unplanned discharges from breaks, leaks, overflows, fire hydrant shearing, or emergency flushing of the

potable water distribution system; emergency discharges of the potable water system as a result of firefighting, unauthorized hydrant openings, or natural or manmade disasters; individual residential car washing; dechlorinated swimming pool, hot tub, spa, and fountain water discharges, and discharges from irrigation water, landscape irrigation and lawn or garden watering. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.070 Discharge in violation of NPDES permit.

Any discharge that would result in or contribute to a violation of the city's NPDES permit either separately considered or when combined with other discharge is prohibited. Liability for any such discharge shall be the responsibility of the person causing or responsible for the discharge, and such person shall defend, indemnify and hold harmless the city in any administrative or judicial enforcement action relating to such discharge. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.080 Unlawful discharge and unlawful connections.

A. It is unlawful to establish, use, maintain or continue unauthorized drainage connections to the city's stormwater system, and to commence or continue any unauthorized discharges to the city's stormwater system.

B. No discharge shall cause the following conditions, create a nuisance or adversely affect beneficial uses of waters of the state:

1. Floating, suspended or deposited macroscopic matter or foam;
2. Bottom deposits or aquatic growth;
3. Alterations of temperature, sediment load, nutrient load, or dissolved oxygen, which cause significant adverse impacts to native aquatic biota;
4. Visible, floating, suspended or deposited oil or products of petroleum origin; or
5. Substances present in concentrations or quantities which cause deleterious effects on aquatic biota, wildlife or waterfowl, or which render any of these unfit for human consumption. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.090 Best management practices and standards.

A. Generally. Any person owning or operating premises that may contribute pollutants to the city's stormwater system shall undertake best management practices to reduce the potential for pollutants entering the system to the maximum extent practicable. Examples of such premises include, but are not limited to, parking lots, gasoline stations, industrial facilities, and other commercial enterprises. Examples of best management practices include, but are not limited to, those described in publications by the United States Environmental Protection Agency, the California Water Boards, the California Stormwater Quality Association, the Bay Area Stormwater Management Agencies Association, the Contra Costa Clean Water Program, and the city of Pittsburg.

B. Litter. No person shall throw, deposit, leave, keep or permit to be thrown, deposited, placed, left or maintained any refuse, rubbish, garbage or other discarded or abandoned objects, articles or other litter in or upon any street, alley, sidewalk, business place, creek, stormwater system, fountain, pool, lake, stream, river or any other body of water, or upon any public or private parcel of land so that the same might become a pollutant, except in containers or in lawfully established waste disposal facilities.

C. Sidewalks. The occupant or tenant, or in the absence of occupant or tenant, the owner or proprietor of any real property in front of which there is a paved sidewalk shall maintain the sidewalk free of dirt or litter to the maximum extent practicable. Sweepings from the sidewalk shall not be swept or otherwise made or allowed to go into the gutter or roadway, but shall be disposed of in receptacles maintained as required for the disposal of solid waste. This section constitutes an alternative procedure and shall not limit or restrict the city from the civil, criminal, or administrative enforcement of this or other city ordinances in any other matter provided by law.

D. Maintenance of Facilities and Landscaped Areas. Best management practices shall be implemented to minimize the release of pesticides, fertilizers, herbicides, and other related materials used to maintain landscaping and facilities.

E. Parking Lots, Paved Areas and Related Stormwater Systems. Persons owning, operating or maintaining a paved parking lot, the paved areas of a gasoline station, a paved private street or road, and related stormwater systems shall clean those premises as frequently and thoroughly as practicable in a manner that does not result in the discharge of pollutants to the city's stormwater system. The director may require installation and maintenance of devices or facilities to prevent the discharge of trash or other pollutants from private parking lots, streets, roads, and drainage facilities into the storm drain system. Failure or refusal to comply with such requirement is prohibited and shall constitute a violation of this chapter.

F. Construction Activities. All construction projects shall incorporate site-specific BMPs, which can be a combination of BMPs from the California BMP Handbook, Construction, January 2003, the Caltrans Stormwater Quality Handbooks, Construction Site Best Management Practices Manual, March 2003, the San Francisco Bay Regional Water Quality Control Board Erosion and Sediment Control Field Manual 2002, the city's grading and erosion control ordinance and other generally accepted engineering practices for erosion control as required by the director. The director may establish controls on the rate of stormwater runoff from new developments and redevelopment as may be appropriate to minimize the discharge and transport of pollutants.

G. Notification of Intent and Compliance with General Permits. Each discharger associated with construction activity or other discharger described in any general stormwater permit addressing discharges, as may be adopted by the United States Environmental Protection Agency, the State Water Resources Control Board, or the California Regional Water Quality Control Board, San Francisco Bay region, shall provide the director with the notice of intent, comply with and undertake all other activities required by any general stormwater permit applicable to such dischargers. Each discharger identified in

an individual NPDES permit relating to stormwater discharges shall comply with and undertake all activities required by the permit.

H. Development Runoff Requirements. For each new development project subject to the development runoff requirements, every applicant will submit a stormwater control plan and implement conditions of approval that reduce stormwater pollutant discharges through the construction, operation and maintenance of treatment measures and other appropriate source control and site design measures. Similarly, increases in runoff volume, flows, and durations shall be managed in accordance with the development runoff requirements.

I. Stormwater Pollution Prevention Plan. The director may require any business or utility in the city that is engaged in activities that may result in nonstormwater discharges or runoff pollutants to develop and implement a stormwater pollution prevention plan, which must include an employee training program. Business activities which may require a stormwater pollution prevention plan include maintenance, storage, manufacturing, assembly, equipment operations, vehicle loading, fueling, vehicle maintenance, food handling or processing, or cleanup procedures, which is carried out partially or wholly out of doors.

J. Coordination with Hazardous Material Release Response and Inventory Plans. Any business subject to the Hazardous Material Release Response and Inventory Plan, Division 20, Chapter 6.95 of the California Health and Safety Code (commencing with Section 25500), shall include, in that plan, provision for compliance with this chapter, including the prohibitions of nonstormwater discharges and the requirement to reduce release of pollutants to the maximum extent practicable. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.110 Authority to inspect.

A. Generally. Routine or scheduled inspections shall be based upon as reasonable a selection process as may be deemed necessary to carry out the intent of this chapter, including, but not limited to, random sampling or sampling in areas with evidence of stormwater contamination, evidence of the discharge of nonstormwater to the stormwater system, or similar activities. Inspections may also be conducted in conjunction with routine or scheduled inspections conducted by other public agencies or special district, including but not limited to the Central Contra Costa sanitary district, the Contra Costa County fire protection district, county environmental health department, the Contra Costa mosquito and vector control district, or the regional water quality control board. The city council may by resolution establish a schedule of fees for inspections.

B. Authority to Sample and Establish Sampling Devices. With the consent of the owner or occupant, or pursuant to a search or inspection warrant, any officer may establish on any property such devices as are necessary to conduct sampling or metering operations. During all authorized inspections, the officer may take any sample deemed necessary to aid in the pursuit of the inquiry or in the recordation of the activities on site.

C. Notification of Spills. All persons in charge of the premises or responsible for emergency response for the premises have a responsibility to train premises' personnel and maintain notification procedures to ensure that immediate notification is provided to the city of any suspected, confirmed or unconfirmed release of pollutants creating a risk of nonstormwater discharge into the city stormwater system.

As soon as any person in charge of the premises or responsible for emergency response for the premises has knowledge of any suspected, confirmed or unconfirmed release of nonstormwater discharge entering the city stormwater system, such person shall take all necessary steps to ensure the detection and containment and cleanup of such release and shall notify the city of the occurrence by telephoning the director. This notification requirement is in addition to and not in lieu of other required notifications.

D. Requirement to Test or Monitor. Any officer may require that any person engaged in any activity or owning or operating any premises that may cause or contribute to nonstormwater discharges, undertake such monitoring activities or analysis and furnish such reports as the officer may specify. The burden, including costs of these activities, analysis and reports shall bear a reasonable relationship to the need for the monitoring, analysis and reports and the benefits to be obtained. The recipient of such request shall undertake and provide the monitoring, analysis and reports required. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.120 Violations constituting misdemeanors.

The violation of any provision of this chapter, or failure to comply with any of the mandatory requirements of this division, shall constitute a misdemeanor, except that notwithstanding any other provisions of this division, any violation constituting a misdemeanor under this chapter may, at the discretion of the officer or city attorney, be charged and prosecuted as an infraction.

Any person required to perform monitoring analysis, reporting or corrective activity pursuant to this chapter by any officer may be informed of such decision, in writing, by a notice of violation. Any person aggrieved by the decision of the officer may file a written appeal of the notice of violation to the director within 10 days following the date of the notice of violation. Upon receipt of such request, the director shall request a report and recommendation from the officer and shall set the matter for hearing at the earliest practical date.

In addition to the penalties and procedures provided herein, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to the public health, safety and welfare. Such condition is hereby declared and deemed to be a nuisance, which may be abated as provided in Chapter 1.24 PMC, Nuisance – Lien Abatement Procedure, including the assessment of the costs of abatement which may be collected at the same time and in the same manner as ordinary municipal taxes as provided by Government Code Section 38773.5, and by civil action to abate, enjoin or otherwise compel the cessation of such nuisance by the city attorney. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.130 Penalty for violation.

A. Upon conviction of a misdemeanor, a person shall be subject to payment of a fine, or imprisonment, or both, not to exceed the limits set forth in California Government Code Section 36901.

B. Upon conviction of an infraction, a person shall be subject to payment of a fine, not to exceed the limits set forth in California Government Code Section 36900. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.140 Continuing violation.

Every day that any violation of this chapter shall continue shall constitute a separate offense. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.150 Concealment.

Concealing, aiding or abetting a violation of any provision of this chapter shall constitute a violation of such provision. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.160 Acts potentially resulting in violation of the Federal Clean Water Act or Porter-Cologne Act.

Any person who violates any provision of this chapter, or the provisions of any permit issued pursuant to this chapter, or who releases a nonstormwater discharge, or who violates any cease and desist order, prohibition or effluent limitation, may also be in violation of the Federal Clean Water Act or the Porter-Cologne Act and may be subject to the enforcement provisions of those acts, including civil and criminal penalties. Any enforcement actions authorized pursuant to this chapter may also include notice to the violator of such potential liability pursuant to federal or state law. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.180 Civil actions.

A. In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the city. In any such action, the city may seek, as appropriate, any and all of the following remedies:

1. A temporary restraining order, preliminary injunction and permanent injunction;
2. An action for an unlawful business practice pursuant to Business and Professions Code Section 17206;

B. In addition, any person violating this chapter shall be liable for:

1. Reimbursement for the costs of any investigation, inspection or monitoring which led to the discovery of the violation;
2. Costs incurred in removing, correcting, or terminating the adverse effect(s) resulting from the violation;

3. Compensatory damages for the loss of, or destruction to, water quality, wildlife, fish or aquatic life. Costs and damages under this subsection shall be paid to the city and shall be used exclusively for costs associated with monitoring and establishing a stormwater discharge pollution control system and implementing or enforcing the provisions of this chapter;
4. The cost of maintenance and repair of any BMP or stormwater management facility that is not maintained in accordance with the guidebook or the stormwater control plan;
5. The reasonable costs of preparing and bringing administrative action under this chapter. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.190 Remedies not exclusive.

The remedies identified in this chapter are in addition to, and do not supersede or limit, any and all other remedies, administrative, civil or criminal. The remedies provided for in this chapter shall be cumulative and not exclusive. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

13.28.210 Judicial review.

The provisions of Code of Civil Procedure Section 1094.5 are applicable to judicial review of determinations made by the director pursuant to this chapter. [Ord. 13-1373 § 1, 2013; Ord. 04-1228 § 3, 2004.]

APPENDIX B

BASMAA's Guidance for Identifying Green Infrastructure Potential in Municipal Capital Improvement Program Projects

Background

In the recently reissued Municipal Regional Stormwater Permit ("MRP 2.0"), Provision C.3.j. requires Permittees to develop and implement Green Infrastructure Plans to reduce the adverse water quality impacts of urbanization on receiving waters over the long term. Provisions C.11 and C.12 require the Permittees to reduce discharges of Mercury and PCBs, and portion of these load reductions must be achieved by implementing Green Infrastructure. Specifically, Permittees collectively must implement Green Infrastructure to reduce mercury loading by 48 grams/year and PCB loading by 120 grams/year by 2020, and plan for substantially larger reductions in the following decades. Green Infrastructure on both public and private land will help to meet these load reduction requirements, improve water quality, and provide multiple other benefits as well. Implementation on private land is achieved by implementing stormwater requirements for new development and redevelopment (Provision C.3.a. through Provision C.3.i.). These requirements were carried forward, largely unchanged, from MRP 1.0.

MRP 2.0 defines Green Infrastructure as:

Infrastructure that uses vegetation, soils, and natural processes to manage water and create healthier urban environments. At the scale of a city or county, green infrastructure refers to the patchwork of natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the scale of a neighborhood or site, green infrastructure refers to stormwater management systems that mimic nature by soaking up and storing water.

In practical terms, most green infrastructure will take the form of diverting runoff from existing streets, roofs, and parking lots to one of two stormwater management strategies:

1. Dispersal to vegetated areas, where sufficient landscaped area is available and slopes are not too steep.
2. LID (bioretention and infiltration) facilities, built according to criteria similar to those currently required for regulated private development and redevelopment projects under Provision C.3.

In some cases, the use of tree-box-type biofilters may be appropriate¹. In other cases, where conditions are appropriate, existing impervious pavements may be removed and replaced with pervious pavements.

In MRP 2.0, Provision C.3.j. includes requirements for Green Infrastructure planning and implementation. Provision C.3.j. has two main elements to be implemented by municipalities:

1. Preparation of a Green Infrastructure Plan for the inclusion of LID drainage design into storm drain infrastructure on public and private land, including streets,

roads, storm drains, etc.

2. Early implementation of green infrastructure projects (“no missed opportunities”),

This guidance addresses the second of these requirements. The intent of the “no missed opportunities” requirement is to ensure that no major infrastructure project is built without assessing the opportunity for incorporation of green infrastructure features.

Provision C.3.j.ii. requires that each Permittee prepare and maintain a list of green infrastructure projects, public and private, that are already planned for implementation during the permit term (not including C.3-regulated projects), and infrastructure projects planned for

¹ Standard proprietary tree-box-type biofilters are considered to be non-LID treatment and will only be allowed under certain circumstances. Guidance on use and sizing of these facilities will be provided in a separate document.

implementation during the permit term that have potential for green infrastructure measures. The list must be submitted with each Annual Report, including:

“... a summary of how each public infrastructure project with green infrastructure potential will include green infrastructure measures to the maximum extent practical during the permit term. For any public infrastructure project where implementation of green infrastructure measures is not practicable, submit a brief description for the project and the reasons green infrastructure measures were impracticable to implement”.

This requirement has no specified start date; “during the permit term” means beginning January 1, 2016 and before December 31, 2020. The first Annual Report submittal date will be September 30, 2016.

Note that this guidance primarily addresses the review of proposed or planned public projects for green infrastructure opportunities. The Permittee may also be aware of proposed or planned private projects, not subject to LID treatment requirements, that may have the opportunity to incorporate green infrastructure. These should be addressed in the same way as planned public projects, as described below.

Procedure for Review of Planned Public Projects and Annual Reporting

The municipality’s Capital Improvement Program (CIP) project list provides a good starting point for review of proposed public infrastructure projects. Review of other lists of public infrastructure projects, such as those proposed within separately funded special districts (e.g., lighting and landscape districts, maintenance districts, and community facilities districts), may also be appropriate. This section describes a two-part procedure for conducting the review.

Part 1 – Initial Screening

The first step in reviewing a CIP or other public project list is to screen out certain types of projects from further consideration. For example, some projects (e.g., interior remodels, traffic signal replacement) can be readily identified as having no green infrastructure potential. Other projects may appear on the list with only a title, and it may be too early to identify whether green infrastructure could be included. Still others

have already progressed past the point where the design can reasonably be changed (this will vary from project to project, depending on available budget and schedule).

Some “projects” listed in a CIP may provide budget for multiple maintenance or minor construction projects throughout the jurisdiction or a portion of the jurisdiction, such as a tree planting program, curb and sidewalk repair/upgrade, or ADA curb/ramp compliance. It is recommended that these types of projects not be included in the review process described herein. The priority for incorporating green infrastructure into these types of projects needs to be assessed as part of the Permittees’ development of Green Infrastructure Plans, and standard details and specifications need to be developed and adopted. During this permit term, Permittees will evaluate select projects, project types, and/or groups of projects as case studies and develop an approach as part of Green Infrastructure planning.

The projects removed through the initial screening process do not need to be reported to the Water Board in the Permittee’s Annual Report. However, the process should be documented and records kept as to the reason the project was removed from further consideration. Note that projects that were determined to be too early to assess will need to be reassessed during the next fiscal year’s review.

The following categories of projects may be screened out of the review process in a given fiscal year:

1. **Projects with No Potential** - The project is identified in initial screening as having no green infrastructure potential based on the type of project. For example, the project does not include any exterior work. Attachment 1 provides a suggested list of such projects that Permittees may use as a model for their own internal process.
2. **Projects Too Early to Assess** – There is not yet enough information to assess the project for green infrastructure potential, or the project is not scheduled to begin design within the permit term (January 2016 – December 2020). If the project is scheduled to begin within the permit term, an assessment will be conducted if and when the project moves forward to conceptual design.
3. **Projects Too Late to Change** – The project is under construction or has moved to a stage of design in which changes cannot be made. The stage of design at which it is too late to incorporate green infrastructure measures varies with each project, so a “percent-complete” threshold has not been defined. Some projects may have funding tied to a particular conceptual design and changes cannot be made even early in the design process, while others may have adequate budget and time within the construction schedule to make changes late in the design process. Agencies will need to make judgments on a case-by-case basis.
4. **Projects Consisting of Maintenance or Minor Construction Work Orders** – The “project” includes budgets for multiple maintenance or minor construction work orders throughout the jurisdiction or a portion of the jurisdiction. These types of projects will not be individually reviewed for green infrastructure opportunity but will be considered as part of a municipality’s Green Infrastructure Plan.

Part 2 – Assessment of Green Infrastructure Potential

After the initial screening, the remaining projects either already include green infrastructure or will need to go through an assessment process to determine whether or

not there is potential to incorporate green infrastructure. A recommended process for conducting the assessment is provided later in this guidance. As a result of the assessment, the project will fall into one of the following categories with associated annual reporting requirements. Attachment 2 provides the relevant pages of the FY 15-16 Annual Report template for reference.

- **Project is a C.3-regulated project and will include LID treatment.**

Reporting: Follow current C.3 guidance and report the project in Table C.3.b.iv.(2) of the Annual Report for the fiscal year in which the project is approved.

- **Project already includes green infrastructure and is funded.**

Reporting: List the project in “Table B-Planned Green Infrastructure Projects” in the Annual Report, indicate the planning or implementation status, and describe the green infrastructure measures to be included.

- **Project may have green infrastructure potential** pending further assessment of feasibility, incremental cost, and availability of funding.

Reporting: If the feasibility assessment is not complete and/or funding has not been identified, list the project in “Table A-Public Projects Reviewed for Green Infrastructure” in the Annual Report. In the “GI Included?” column, state either “TBD” (to be determined) if the assessment is not complete, or “Yes” if it has been determined that green infrastructure is feasible. In the rightmost column, describe the green infrastructure measures considered and/or proposed, and note the funding and other contingencies for inclusion of green infrastructure in the project. Once funding for the project has been identified, the project should be moved to “Table B-Planned Green Infrastructure Projects” in future Annual Reports.

- **Project does not have green infrastructure potential.** A project-specific assessment has been completed, and Green Infrastructure is impracticable.

Reporting: In the Annual Report, list the project in “Table A-Public Projects Reviewed for Green Infrastructure”. In the “GI Included?” column, state “No.” Briefly state the reasons for the determination in the rightmost column. Prepare more detailed documentation of the reasons for the determination and keep it in the project files.

Process for Assessing Green Infrastructure Potential of a Public Infrastructure Project

Initial Assessment of Green Infrastructure Potential

Consider opportunities that may be associated with:

- Alterations to roof drainage from existing buildings
- New or replaced pavement or drainage structures (including gutters, inlets, or pipes)
- Concrete work
- Landscaping, including tree planting
- Streetscape improvements and intersection improvements (other than signals)

Step 1: Information Collection/Reconnaissance

For projects that include alterations to building drainage, identify the locations of roof leaders and downspouts, and where they discharge or where they are connected to storm drains.

For street and landscape projects:

- Evaluate potential opportunities to substitute pervious pavements for impervious pavements.
- Identify and locate drainage structures, including storm drain inlets or catch basins.
- Identify and locate drainage pathways, including curb and gutter.

Identify landscaped areas and paved areas that are adjacent to, or down gradient from, roofs or pavement. These are potential facility locations. *If there are any such locations, continue to the next step.* Note that the project area boundaries may be, but are not required to be, expanded to include potential green infrastructure facilities.

Step 2: Preliminary Sizing and Drainage Analysis

Beginning with the potential LID facility locations that seem most feasible, identify possible pathways to direct drainage from roofs and/or pavement to potential LID facility locations—by sheet flow, valley gutters, trench drains, or (where gradients are steeper) via pipes, based on existing grades and drainage patterns. Where existing grades constrain natural drainage to potential facilities, the use of pumps may be considered (as a less preferable option).

Delineate (roughly) the drainage area tributary to each potential LID facility location. Typically, this requires site reconnaissance, which may or may not include the use of a level to measure relative elevations.

Use the following preliminary sizing factor (facility area/tributary area) for the potential facility location and determine which of the following could be constructed within the existing right-of-way or adjacent vacant land. Note that these sizing factors are guidelines (not strict rules, but targets):

- Sizing factor ≥ 0.5 for dispersal to landscape or pervious pavement² (i.e., a maximum 2:1 ratio of impervious area to pervious area)
- Sizing factor ≥ 0.04 for bioretention
- Sizing factor ≥ 0.004 (or less) for tree-box-type biofilters

For bioretention facilities requiring underdrains and tree-box-type biofilters, note if there are potential connections from the underdrain to the storm drain system (typically 2.0 feet below soil surface for bioretention facilities, and 3.5 feet below surface for tree-box-type biofilters).

² Note that pervious pavement systems are typically designed to infiltrate only the rain falling on the pervious pavement itself, with the allowance for small quantities of runoff from adjacent impervious areas. If significant runoff from adjacent areas is anticipated, preliminary sizing considerations should include evaluation of the depth of drain rock layer needed based on permeability of site soils.

If, in this step, you have confirmed there may be feasible potential facility locations, *continue to the next step.*

Step 3: Barriers and Conflicts

Note that barriers and conflicts do not necessarily mean implementation is infeasible; however, they need to be identified and taken into account in future decision-making, as they may affect cost or public acceptance of the project.

Note issues such as:

- Confirmed or potential conflicts with subsurface utilities
- Known or unknown issues with property ownership, or need for acquisition or easements
- Availability of water supply for irrigation, or lack thereof
- Extent to which green infrastructure is an “add on” vs. integrated with the rest of the project

Step 4: Project Budget and Schedule

Consider sources of funding that may be available for green infrastructure. It is recognized that lack of budget may be a serious constraint for the addition of green infrastructure in public projects. For example, acquisition of additional right-of-way or easements for roadway projects is not always possible. Short and long term maintenance costs also need to be considered, and jurisdictions may not have a funding source for landscape maintenance, especially along roadways. The objective of this process is to identify opportunities for green infrastructure, so that if and when funding becomes available, implementation may be possible.

Note any constraints on the project schedule, such as a regulatory mandate to complete the project by a specific date, grant requirements, etc., that could complicate aligning a separate funding stream for the green infrastructure element. Consider whether cost savings could be achieved by integrating the project with other planned projects, such as pedestrian or bicycle safety improvement projects, street beautification, etc., if the schedule allows.

Step 5: Assessment—Does the Project Have Green Infrastructure Potential?

Consider the ancillary benefits of green infrastructure, including opportunities for improving the quality of public spaces, providing parks and play areas, providing habitat, urban forestry, mitigating heat island effects, aesthetics, and other valuable enhancements to quality of life.

Based on the information above, would it make sense to include green infrastructure into this project—if funding were available for the potential incremental costs of including green infrastructure in the project? Identify any additional conditions that would have to be met for green infrastructure elements to be constructed consequent with the project.

Attachment 1
Examples of Projects with No Potential for Green
Infrastructure

- ☐ Projects with no exterior work (e.g., interior remodels)
- ☐ Projects involving exterior building upgrades or equipment (e.g., HVAC, solar panels, window replacement, roof repairs and maintenance)
- ☐ Projects related to development and/or continued funding of municipal programs or related organizations
- ☐ Projects related to technical studies, mapping, aerial photography, surveying, database development/upgrades, monitoring, training, or update of standard specs and details
- ☐ Construction of new streetlights, traffic signals or communication facilities
- ☐ Minor bridge and culvert repairs/replacement
- ☐ Non-stormwater utility projects (e.g., sewer or water main repairs/replacement, utility undergrounding, treatment plant upgrades)
- ☐ Equipment purchase or maintenance (including vehicles, street or park furniture, equipment for sports fields and golf courses, etc.)
- ☐ Irrigation system installation, upgrades or repairs

**Attachment
2**

**Excerpts from the C.3 Section of the FY 15-16 Annual Report Template:
Tables for Reporting C.3-Regulated Projects and Green Infrastructure
Projects**

FY 2015-2016 Annual Report C.3 – New Development and Redevelopment

Permittee Name: _____

C.3.b.iv.(2) ► Regulated Projects Reporting Table (part 1) – Projects Approved During the Fiscal Year Reporting Period

Project Name Project No.	Project Location ⁹ , Street Address	Name of Developer	Project Phase No. 10	Project Type & Description ¹¹	Project Watershed ¹²	Total Site Area (Acres)	Total Area of Land Disturbed (Acres)	Total New Impervious Surface Area (ft ²) ¹³	Total Replaced Impervious Surface Area (ft ²) ¹⁴	Total Pre-Project Impervious Surface Area ¹⁵ (ft ²)	Total Post-Project Impervious Surface Area ¹⁶ (ft ²)
Private Projects											
Public Projects											
Comments:											
Guidance: If necessary, provide any additional details or clarifications needed about listed projects in this box. Do not leave any cells blank.											

⁹Include cross streets

¹⁰If a project is being constructed in phases, indicate the phase number and use a separate row entry for each phase. If not, enter "NA".

¹¹Project Type is the type of development (i.e., new and/or redevelopment). Example descriptions of development are: 5-story office building, residential with 160 single-family homes with five 4-story buildings to contain 200 condominiums, 100 unit 2-story shopping mall, mixed use retail and residential development (apartments), industrial warehouse.

¹²State the watershed(s) in which the Regulated Project is located. Downstream watershed(s) may be included, but this is optional.

¹³All impervious surfaces added to any area of the site that was previously existing pervious surface. ¹⁴All impervious surfaces added to any area of the site that was previously existing impervious surface. ¹⁵For redevelopment projects, state the pre-project impervious surface area.

¹⁶For redevelopment projects, state the post-project impervious surface area.

C.3.b.iv.(2) ► Regulated Projects Reporting Table (part 2) – Projects Approved During the Fiscal Year Reporting Period (public projects)

Project Name Project No.	Approval Date ²⁹	Date Construction Scheduled to Begin	Source Control Measures ³⁰	Site Design Measures ³¹	Treatment Systems Approved ³²	Operation & Maintenance Responsibility Mechanism ³³	Hydraulic Sizing Criteria ³⁴	Alternative Compliance Measures ^{35/ 36}	Alternative Certification ³⁷	HM Controls ^{38/ 39}
Public Projects										
Comments:										
Guidance: If necessary, provide any additional details or clarifications needed about listed projects in this box. Note that MRP Provision C.3.c. contains specific requirements for LID site design and source control measures, as well as treatment measures, for <u>all</u> Regulated Projects. Entries in these columns should not be "None" or "NA". Do not leave any cells blank.										

29 For public projects, enter the plans and specifications approval date.

30 List source control measures approved for the project. Examples include: properly designed trash storage areas; storm drain stenciling or signage; efficient landscape irrigation systems; etc.

31 List site design measures approved for the project. Examples include: minimize impervious surfaces; conserve natural areas, including existing trees or other vegetation, and soils; construct sidewalks, walkways, and/or patios with permeable surfaces, etc.

32 List all approved stormwater treatment system(s) to be installed onsite or at a joint stormwater treatment facility (e.g., flow through planter, bioretention facility, infiltration basin, etc.).

33 List the legal mechanism(s) (e.g., maintenance plan for O&M by public entity, etc...) that have been or will be used to assign responsibility for the maintenance of the post-construction stormwater treatment systems.

34 See Provision C.3.d.i. "Numeric Sizing Criteria for Stormwater Treatment Systems" for list of hydraulic sizing design criteria. Enter the corresponding provision number of the appropriate criterion (i.e., 1.a., 1.b., 2.a., 2.b., 2.c., or 3).

35 For Alternative Compliance at an offsite location in accordance with Provision C.3.e.i.(1), on a separate page, give a discussion of the alternative compliance site including the information specified in Provision C.3.b.v.(1)(m)(i) for the offsite project.

36For Alternative Compliance by paying in-lieu fees in accordance with Provision C.3.e.i.(2), on a separate page, provide the information specified in Provision C.3.b.v.(1)(m)(ii) for the Regional Project.

37 Note whether a third party was used to certify the project design complies with Provision C.3.d.

38 If HM control is not required, state why not.

39 If HM control is required, state control method used (e.g., method to design and size device(s) or method(s) used to meet the HM Standard, and description of device(s) or method(s) used, such as detention basin(s), bioretention unit(s), regional detention basin, or in-stream control).

C.3.j.ii.(2) ► Table A - Public Projects Reviewed for Green Infrastructure

Project Name and Location ⁴³	Project Description	Status ⁴⁴	GI Included? ⁴⁵	Description of GI Measures Considered and/or Proposed or Why GI is Impracticable to Implement ⁴⁶
EXAMPLE: Storm drain retrofit, Stockton and Taylor	Installation of new storm drain to accommodate the 10-yr storm event	Beginning planning and design phase	TBD	Bioretention cells (i.e., linear bulb-outs) will be considered when street modification designs are incorporated

C.3.j.ii.(2) ► Table B - Planned Green Infrastructure Projects

Project Name and Location ⁴⁷	Project Description	Planning or Implementation Status	Green Infrastructure Measures Included
EXAMPLE: Martha Gardens Green Alleys Project	Retrofit of degraded pavement in urban alleyways lacking good drainage	Construction completed October 17, 2015	The project drains replaced concrete pavement and existing adjacent structures to a center strip of pervious pavement and underlying infiltration trench.

⁴³ List each public project that is going through your agency's process for identifying projects with green infrastructure potential.

⁴⁴ Indicate status of project, such as: beginning design, under design (or X% design), projected completion date, completed final design date, etc.

⁴⁵ Enter "Yes" if project will include GI measures, "No" if GI measures are impracticable to implement, or "TBD" if this has not yet been determined.

⁴⁶ Provide a summary of how each public infrastructure project with green infrastructure potential will include green infrastructure measures to the maximum extent practicable during the permit term. If review of the project indicates that implementation of green infrastructure measures is not practicable, provide the reasons why green infrastructure measures are impracticable to implement.

⁴⁷ List each planned (and expected to be funded) public and private green infrastructure project that is not also a Regulated Project as defined in Provision C.3.b.ii. Note that funding for green infrastructure components may be anticipated but is not guaranteed to be available or sufficient.



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

DATE: 4/25/2017
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: By Minute Order, Authorize Community Outreach Program and Distribution of Open Letter to the Community Regarding Diversity
MEETING DATE: 5/1/2017

EXECUTIVE SUMMARY

The City Council was approached by residents concerned about local police enforcement of federal immigration laws. In response, the City Council held a workshop to take input on the issue. If approved, this minute order will authorize staff to conduct a community outreach program and distribute an Open Letter to the Community.

FISCAL IMPACT

None from this action.

RECOMMENDATION

By Minute Order, authorize staff to conduct a community outreach program and distribute an Open Letter to the Community regarding diversity.

BACKGROUND

At the March 27, 2017 City Council meeting on police enforcement of immigration laws, the City Council gave two directions to staff: 1) draft a letter to the community that reflected their comments, and 2) develop a plan for targeted community outreach that informed the public of the City police department's role and practice in enforcing federal laws.

On April 4, 2017, the City Manager and the Chief of Police convened a group of staff that leads the Neighborhood Improvement Team's Spanish-speaking forums as well as the Community Outreach coordinator from the Police Department. Most of this group also attended the March 27 public forum, and they used notes of the public statements in developing a framework for community outreach to immigrant families and other residents.

The group prepared a fact sheet that could be distributed at various meetings and placed on the customer service counters at City offices. They recommended that while the City is not involved in immigration-related services, outreach efforts could provide referral information to outside agencies that do.

SUBCOMMITTEE FINDINGS

N/A

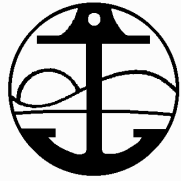
STAFF ANALYSIS

The attached fact sheet and Community Outreach Plan are the result of the public input at the City Council's workshop, City Council comments and staff. The outreach program includes approximately 20 meetings and events, including presentations to parent groups attached to local public elementary schools, as well as other City events, such as Neighborhood Improvement Team meetings and National Night Out.

Also attached to this report is an Open Letter to the Community regarding diversity. The letter incorporates comments from the March 27 public meeting consistent with the City Council's direction to staff.

ATTACHMENTS: Fact Sheet
Community Outreach Plan
Open Letter to the Community

Report Prepared By: Jill Hecht, Assistant to the City Manager



Fact Sheet on Immigration

1. Pittsburgh Police enforce local and state laws and regulations. Federal law enforcement agencies enforce federal laws, including those relating to immigration.
2. Pittsburgh Police do not check immigration status when they check your identification. That includes traffic stops.
3. To get answers or to connect with services regarding immigration, follow these links:

http://www.crisis-center.org/wp-content/uploads/Immigration_Resource_Guide.pdf

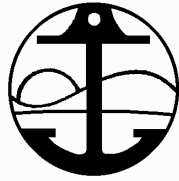
for an Immigration Resource Guide published by the Contra Costa Crisis Center. Or call 2-1-1 for referrals by phone in English or Spanish.

For a Know Your Rights flyer regarding stops by Police, Immigration Agents, go to

<https://www.aclu.org/know-your-rights/what-do-if-youre-stopped-police-immigration-agents-or-fbi>

or Call the U.S. Citizenship and Immigration Services at (800)- 375-5283

or Immigrant Legal Resource Center at (415) 255-9499



Community Outreach Plan

Q: What are the key elements of the 2017 Community Outreach Plan for questions regarding immigration?

1. Development of a Fact Sheet, available in English and Spanish (and other languages as they are needed/requested) with simple statements about the role of Pittsburg Police and links online and by telephone to resources with information on immigration.
2. Plan to attend public events that are already scheduled in 2017 that would be appropriate for an information table or booth to field questions regarding the role of Pittsburg police and federal immigration law. Fact sheet could also be available at these events.
3. Scheduling of additional outreach events to connect directly Pittsburg residents who are interested in these issues. Begin outreach with groups already operating within Pittsburg Unified School District, and accept invitations to visit churches, neighborhood groups and community organizations where the topic is to be discussed.

Q: What public events are already scheduled that would be appropriate for information table or booth? (not a complete list)

1. Pittsburg Know Your Legal Rights Town Hall on May 20 at Pittsburg High School Cafeteria
2. Three Neighborhood Improvement Team meetings in May 2017, including Spanish language NIT meeting on May 22
3. Tequila, Tacos and Cerveza Festival on May 6 at City Park
4. National Night Out in August at Small World Park
5. Multi-Cultural Festival in October at John Buckley Square
6. Three Neighborhood Improvement Team meetings to be scheduled in Fall 2017
7. Other potential events, including Juneteenth, Car Shows, and others as appropriate

Q: What additional outreach events can be scheduled to connect directly to Pittsburg residents?

A: Pittsburg Police plan to visit the English Learner Advisory Committees at each elementary school within the Pittsburg Unified School District to answer questions from parents. Six meetings have been scheduled in May 2017 so far, including meetings at Highlands, Stoneman, Heights and Parkside elementary schools.

Q: What other methods of outreach will be used for this effort?

A: Pittsburg Police will use social media to introduce individual police officers and non-sworn staff to the public, and will post the fact sheet on various platforms as appropriate. Fact sheet can be posted on City website and available at customer service counters at City offices.

An Open Letter from the Pittsburg City Council to the Pittsburg Community:

Pittsburg has always been a diverse community. Throughout our history, people arrived from Ireland, Italy, Greece, the Philippines, Mexico, Central America, Afghanistan, Africa, the Pacific Islands, the Caribbean Islands and many other countries and parts of the United States.

Pittsburg is a better and stronger community because of its variety of cultures and backgrounds. Because of all of us. As the City Council, our concern is with the entire community, all “four corners” of Pittsburg.

This letter is our declaration that we are an open and inclusive community. We respect and value our differences as well as our similarities as people, and acknowledge that everyone has a right to not live in fear.

Fear and intolerance affect everyone: a relationship of trust, respect and support among all parts of our community and local law enforcement is critically important to the public safety of everyone in Pittsburg. That has always been true.

In 2017, the national discussion about immigration has caused people who are here legally or otherwise, to be afraid to go to police when they are victims or witnesses of crimes against their neighbors and family members. They are frightened to leave their homes to attend school, to work, or to seek basic health services for themselves or their children. The climate of fear is real for many families.

The Pittsburg City Council and Police Department are dedicated, as always, to protecting the safety of everyone in this community.

Today, the Pittsburg City Council assures this community that it respects the law. City funds, including facilities, property, equipment, and personnel are limited resources. Reducing violent crime, homelessness, human trafficking and property crimes will remain the top priority for Pittsburg police.

We pledge that we will not lose sight of the fact that diversity in our schools, churches, neighborhoods and community groups makes us better. We pledge to work to understand other points of view, and to treat others as we ourselves want to be treated.

Even when times were hard, Pittsburg residents worked together. We made it through our challenges because of the unique qualities of all of our people, no matter what our country of origin or status. And together, we will do it again.

In community and mutual respect,

Mayor Marilyn Craft

Vice Mayor Dwayne “Pete” Longmire

Council member Sal Evola

Council member Jelani Killings

Council member Juan Antonio Banales

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

DATE: April 17, 2017

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

CITY COUNCIL/AGENCY MEMBERS

Marilyn Craft, Mayor/Chair
Dwaine "Pete" Longmire, Vice-Mayor/Chair Member
Sal Evola, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Michelle King, 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)

CITY COUNCIL MEETING

Mayor Craft called the meeting of the City Council to order at 7:17 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:00 P.M. for a Budget Workshop.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Chief Brian Addington led the Pledge of Allegiance.

PROCLAMATION

Sexual Assault Awareness Month

Member Killings read the proclamation.

PRESENTATIONS

Police Activities League (PAL) Update

Jim Nejedly presented the update on PAL activities.

Grid Alternative

A presentation for Grid Alternative, a free solar program for low income residents, was made.

CITY MANAGER REPORTS/REMARKS

City Manager Sbranti stated he had nothing to report.

CITIZENS REMARKS

Gregory Osorio, Pittsburg, stated he understood the position the City Council took on the sanctuary city issue; however, he still had concerns about the exploitation of immigrants.

Lon Goetsch, Contra Costa Fire District, gave an update on recent Fire District activities.

Amanda McVey, Oakley, gave an update on the Pittsburg Relay for Life and Team Pittsburg fundraising efforts.

Emmanuel Mekwunye, Pittsburg, voiced concerns about taxi issues and the permitting process.

PUBLIC HEARING

Mayor Craft stated she would recuse herself from Item 4 due to her financial interest. She left the dais at this time.

4. Adoption of City Council Resolutions Approving the Community Development Block Grant 2017-2018 Annual Action Plan and the Analysis of Impediments to Fair Housing

Vice Mayor Longmire opened the public hearing. There being no one to speak to the item, Vice Mayor Longmire closed the public hearing.

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

AYES: Banales, Evola, Killings, Longmire
ABSENT: Craft

Mayor Craft returned to the dais at this time.

5. Adoption of Two City Council Resolutions: (1) Formation of Community Facility District No. 2017-1 (Fire Facilities and Fire Safety and Emergency Services), Providing for Future Annexation of Territory and Providing for the Levy of a Special Tax Therein to Finance Certain Public Services in and for Such Community Facilities District and to Call for Special Election; and (2) Declare Results of Election; Introduction and Waive the First Reading of Ordinance Levying Special Tax in CFD 2017-1 and Accept and File a Hearing Report and to Conduct a Public Hearing

Mayor Craft opened the public hearing.

Lon Goetsch, Contra Costa Fire District, thanked the Council for forming this Community Facilities District, and noted it was the first in the County.

There being no one to speak further to the item, Mayor Craft closed the public hearing.

On motion by Vice Mayor/Chair Longmire, seconded by Member Evola, to accept and file the Hearing Report and carried unanimously.

On motion by Member Evola, seconded by Member Banales, to adopt the Resolution of Formation of Community Facility District No. 2017-1 (Fire Facilities and Fire Safety and Emergency Services) and Calling for the Special Election and carried unanimously.

On motion by Vice Mayor/Chair Longmire, seconded by Member Evola, to adopt the Resolution Declaring the Result of the Special Mailed Ballot Election and carried unanimously.

On motion by Vice Mayor/Chair Longmire, seconded by Member Evola, to introduce and waive first reading of the Ordinance Levying Special Tax in CFD 2017-1, and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

COMBINED CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

6. Minutes of April 3, 2017
7. Rejection of Claims #2308 Hartford Recovery for Delores Hall; #17-0005 Herrick, Linda; and #17-0018 West, Rachel
8. Adoption of a City Council Resolution to Approve Territories for Annexation No. 7 to Community Facilities District No. 2005-1 (Public Safety Services)
9. Adoption of a City Council Resolution to Approve Annexation No. 2 of Certain Territory to Community Facilities District No. 2016-1 (Maintenance of Project Facilities)

COUNCIL MEMBER REPORTS/REMARKS

There were no Council Member reports or remarks.

The City Council adjourned to Closed Session at 8:09 P.M. for the following items:

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

One (1) case

2. CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6):

Agency designated representatives: Joe Sbranti, Garrett Evans; Employee organizations: Police Managers' Group (PMG) and Police Officers' Association (POA)

Assistant City Attorney Norvell stated the Council voted unanimously in closed session to initiate a legal action; details of the action, including the defendant(s) and other particulars, will be made available after the action is formally commenced.

ADJOURNMENT

The City Council meeting was adjourned at 9:29 P.M. to May 1, 2017.

Respectfully submitted,

Alice E. Evenson, City Clerk

CLAIM PRESENTED TO THE CITY OF PITTSBURG

FORM 4.1

Please read the instructions on the back before completing.

1. Claimant's Name: (Please Print) <u>MARCIA VAUGHN</u> Claimant's Address: <u>111 Madoline St apt A</u> City, State, Zip: <u>Pittsburg, CA 94565</u> Day Phone: (<u>925</u>) <u>788-3524</u> Eve: () _____	Reserved for Filing Stamp CITY CLERK APR 12 2017 City Claim No.: _____
2. When did the damage or injury occur? Month: <u>4</u> Day: <u>7</u> Year: <u>2017</u> Time: <u>4</u> <u>a.m.</u> or p.m.	
3. At which location did the damage or injury occur? Police Report No.: _____ <u>111 Madoline St & 119 Madoline St Between the units</u> <u>in Pittsburg, CA</u>	
4. a. What happened and why is the City responsible? <u>tree fell and hit my car</u> b. Name and position of responsible City Employee(s), if known: _____	
5. What damage or injury occurred? <u>Body damage to my car, auto body estimate</u> <u>attached</u>	
6. Claim amount (only if less than \$10,000): <u>\$ 1000</u> If the amount exceeds \$10,000, please check the court for appropriate jurisdiction: ☐ Municipal Court (claims up to \$25,000) ☐ Superior Court (claims over \$25,000)	
7. How did you arrive at the amount claimed? Please attach documentation. <u>State Farm Insurance</u>	
8. I declare under penalty of perjury under the laws of the State of California that the following information is true and correct, and that this declaration was executed on <u>4/12</u>, 20<u>17</u>, at <u>Pittsburg</u> CA. <u>Marcia Vaughn</u> Signature of Claimant or Representative	
9. Official Notices and Correspondence If represented by an insurance company or an attorney, please provide the information requested below: Name and Capacity: (please print) <u>State Farm insurance</u> Address: <u>901 Sunvalley Blvd Ste 230</u> City, State, Zip: <u>Concord, CA 94520</u> Daytime Phone: <u>925-356-7900</u> Evening: _____	

PRESENTING A CLAIM TO THE CITY OF PITTSBURG

- ⇒ PLEASE TYPE OR PRINT CLEARLY ALL OF THE INFORMATION REQUESTED ON THE CLAIM FORM.
- ⇒ YOU MUST COMPLETE EACH SECTION OR YOUR CLAIM MAY BE RETURNED TO YOU AS INSUFFICIENT.
- ⇒ THE FOLLOWING PROVIDES SPECIFIC INSTRUCTIONS FOR COMPLETING EACH SECTION OF THE CLAIM FORM.

1. **NAME AND MAILING ADDRESS OF CLAIMANT** – State the full name and mailing address of the person(s) claiming damage or injury. Please include a daytime and evening telephone number.
2. **WHEN DID THE DAMAGE OR INJURY OCCUR?** – State the exact month, date, year, and approximate time (if known) of the incident which caused the alleged damage/injury.

Under State law, claims relating to causes of action for personal injury, wrongful death, property damage, and crop damage must be presented to the City of Pittsburgh no later than six months after the incident date. Please note that evidence of “**presentation**” includes a clear postmark date on an envelope, or a certification of personal service, or service by mail.

When filing a claim beyond the six-month period, you must explain the reason the claim was not filed within the six-month period. This explanation is called “**application for leave to present a late claim**”. In considering your claim, the City will first decide whether the late claim application should be granted or denied. (See Government Code Section 911.4 for the legally acceptable reasons a claim may be filed late.) Only if your late claim application is granted will the City then consider the merits of your claim.

Claims relating to any cause of action other than personal injury, wrongful death, property damage, and crop damage must be presented no later than one year after the incident date. (See Government Code Section 911.2).

3. **AT WHICH LOCATION DID THE DAMAGE OR INJURY OCCUR?** – Please include street address, city, county, intersection, etc. If possible, also include the Police Report number.
4. **WHAT HAPPENED AND WHY IS THE CITY RESPONSIBLE?** – Please explain the circumstances that led to the alleged damage or injury. State all facts which support your claim with the City and why you believe the City is responsible for the alleged damage or injury. If known, identify the name of the City Department(s) and/or City employee(s) that allegedly caused the damage or injury.
5. **WHAT DAMAGE OR INJURY OCCURRED?** – Provide in full a detailed description of the damage/injury that allegedly resulted from the incident. (What specific damage or injury do you claim resulted from the alleged actions?)
6. **CLAIM AMOUNT:** - State the specific total dollar amount you are claiming as result of the alleged damage/injury. If damage/injury is continuing or is anticipated in the future, indicate with a “+” following the dollar figure if \$10,000 or under. If the total dollar amount is unspecified or exceeds \$10,000, designate the appropriate court jurisdiction for the claim.
7. **HOW DID YOU ARRIVE AT THE AMOUNT CLAIMED?** – Provide a breakdown of how the total amount that you are claiming was computed. You may declare expenses incurred and/or future anticipated expenses. If you have supporting documentation (i.e., bills, payment receipts, cost estimates) please attach copies of them to your claim.
8. **SIGNATURE:** - The claim must be signed by the claimant or by the attorney/representative of the claimant. The City will not accept the claim without a property signature. Government Code Section 910.2 provides: “The claim shall be signed by the claimant or by some person on his/her behalf.”
9. **OFFICIAL NOTICES AND CORRESPONDENCE** - Provide the name and mailing address of the person to whom all official notices and other correspondence from the City should be sent, only if other than claimant. Please provide telephone numbers for the representative, if applicable.

⇒ **SUBMIT COMPLETED AND RELATED DOCUMENTATION TO:** The City Clerk of the City of Pittsburgh, 65 Civic Avenue, Pittsburgh, CA 94565. Personal service of claims can be accomplished during regular City business hours (8:00 a.m. to 5:00 p.m.), Monday through Friday (excluding City holidays) at the City of Pittsburgh Civic Center, 65 Civic Avenue, 3rd Floor, Pittsburgh, CA 94565.

⇒ If you wish to receive a stamped copy of your claim, return the form to the City Clerk with a cover letter along with a stamped, self addressed envelope informing the City of your request.

⇒ You will receive a letter from the Risk Management Office indicating your claim has been received and is being investigated. You will receive an explanation of the investigation results within 45 days in most instances.

If, after reading these instructions, you have questions or need additional information regarding the filing of a claim with the City Clerk of Pittsburgh, please contact the City Clerk's staff at (925) 252-4850.

Please return this claim form to: Office of the City Clerk, Attn: Alice Evenson, City of Pittsburgh, 65 Civic Avenue, Pittsburgh, CA 94565.

THANK YOU!



MIKE'S AUTO BODY - PITTSBURG

Where Quality Counts
3001 NORTH PARK BLVD, PITTSBURG, CA 94565
Phone: (925) 757-1739
FAX: (925) 432-9936

Workfile ID: f329cf25
Federal ID: 94-2621349
State ID: 2223276
Resale Number: SYRCH21-716300
Federal EPA: CAL000324851
State EPA: CAL000324851
License Number: 07-1367 PERMIT
BAR: 072599
ARD 252109

Preliminary Estimate

Customer: VAUGHN, MARCIA

Adjuster: Weather Response Team Auto, (855) 468-4696 Business

Insured: VAUGHN, MARCIA Policy #: Claim #: 05-1269-8G401
Type of Loss: Comprehensive Date of Loss: 4/7/2017 12:00 PM Days to Repair: 0
Point of Impact: 13 Rollover

Owner: VAUGHN, MARCIA
111 MADOLINE ST APT A
PITTSBURG, CA 94565
(925) 788-3524 Cell
(925) 788-3524 Other

Inspection Location: Unknown
Other

Insurance Company: STATE FARM INSURANCE COMPANIES

VEHICLE

2013 KIA Optima EX 4D SED 4-2.4L Gasoline Direct Injection BLACK

VIN: 5XXGN4A7XDG147319 Interior Color: - Mileage In: 46,407 Vehicle Out:
License: 6YOP801 Exterior Color: BLACK Mileage Out:
State: CA Production Date: 11/2012 Condition: Good Job #:

TRANSMISSION

Automatic Transmission
Overdrive
Traction Control

SEATS

Power Driver Seat
Bucket Seats
Leather Seats
Lumbar Adjustment

STEERING

Power Steering
Tilt Wheel
Telescopic Wheel

Steering Wheel Controls

BRAKES

Power Brakes
4 Wheel Disc Brakes
Anti-Lock Brakes (4)

GLASS

Tinted Glass
Rear Defogger
Power Windows

WHEELS

Aluminum/Alloy Wheels

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

INTERIOR

Power Locks
Power Trunk/Tailgate
Air Conditioning
Cruise Control
Driver Air Bag
Passenger Air Bag
Front Side Impact Air Bags
Console/Storage

Intermittent Wipers

Wood Interior Trim

EXTERIOR

Power Mirrors
Dual Mirrors
Body Side Moldings
Alarm
Fog Lamps
Keyless Entry

PAINT

Clear Coat Paint

Get live updates at www.carwise.com/e/39CLqs

Preliminary Estimate

Customer: VAUGHN, MARCIA

2013 KIA Optima EX 4D SED 4-2.4L Gasoline Direct Injection BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	ROOF						
2	#	Refn REFINISH WITHIN PANEL		0	0.00	0.0	-0.2
3	#	Rpr LT OUTER ROOF RAIL		0	0.00	4.0	0.0
4	*	Rpr Roof panel		0	0.00	<u>3.0</u>	3.0
5		Add for Clear Coat		0	0.00	0.0	1.2
6	#	Refn REFINISH WITHIN PANEL		0	0.00	0.0	-0.2
7		R&I LT Roof molding		0	0.00	0.5	0.0
8		R&I R&I headliner		0	0.00	3.4	0.0
9	#	Repl CORROSION PROTECTION - PER USAGE		1	8.00	0.2	0.0
10	#	Subl HAZARDOUS WASTE DISPOSAL		1	5.00 X	0.0	0.0
11	#	Repl MASK FOR OVERSPRAY		1	8.00	0.2	0.0
12	#	Rpr TINT COLOR		0	0.00	0.5	0.0
SUBTOTALS					21.00	11.8	3.8

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			16.00
Body Labor	11.8 hrs @	\$ 72.00 /hr	849.60
Paint Labor	3.8 hrs @	\$ 72.00 /hr	273.60
Paint Supplies	3.8 hrs @	\$ 32.00 /hr	121.60
Miscellaneous			5.00
Subtotal			1,265.80
Sales Tax	\$ 137.60 @	8.7500 %	12.04
Grand Total			1,277.84
Deductible			1,000.00
CUSTOMER PAY			1,000.00
INSURANCE PAY			277.84

Register online to check the status of your claim and stay connected with State Farm®. To register, go to <http://www.statefarm.com/> and select Check the Status of a Claim. If you are already registered, thank you!

THIS IS A PRELIMINARY ESTIMATE AND ADDITIONAL CHARGES MAY BE REQUIRED FOR THE ACTUAL REPAIR.

Preliminary Estimate

Customer: VAUGHN, MARCIA

2013 KIA Optima EX 4D SED 4-2.4L Gasoline Direct Injection BLACK

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

"CURE TIME" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

Preliminary Estimate

Customer: VAUGHN, MARCIA

2013 KIA Optima EX 4D SED 4-2.4L Gasoline Direct Injection BLACK

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARY2433, CCC Data Date 4/10/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



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

DATE: 4/21/2017

TO: Chair and Agency Members

FROM: Joe Sbranti, Executive Director

SUBJECT: Adoption of a PACF Resolution Approving a Sublease Agreement between the Pittsburg Arts and Community Foundation, Inc. and Iman Jamel Hussein-Garcia dba AIM Moda Men's Suit Outlet for 690 Railroad Avenue

MEETING DATE: 5/1/2017

EXECUTIVE SUMMARY

Staff requests approval of a sublease agreement between the Pittsburg Arts and Community Foundation (Foundation) and Iman Jamel Hussein-Garcia doing business as AIM Moda Men's Suit Outlet at 690 Railroad Avenue (Sublease Agreement), also known as the Vidrio commercial space. Under the proposed agreement, the premises would be subleased to the tenant for a period of fifty-four months.

FISCAL IMPACT

The proposed Sublease Agreement between the Foundation and the Tenant would result in sublease revenue of Nine Thousand Three Hundred Five Dollars (\$9,305.00) for the initial year of the sublease to the Foundation. In addition, the proposed Sublease Agreement requires the tenant to be responsible for paying all janitorial and utility expenses related to its occupancy of the suite, and its pro-rata share of common area maintenance ("CAM") costs (\$711.04 per month, or \$8,532.48 per year)

All CAM funds are held by the Foundation and used to pay CAM costs for the Property to the Vidrio Homeowners Association, which manages the common areas under a Joint Use Agreement. Without a tenant in the premises, the Foundation is responsible for paying the pro-rata share of the CAM costs for the suite. Adoption of the proposed Sublease Agreement will enable the Foundation to recover CAM costs from the Premises and also generate revenue to help fund the cost of the Foundation's property management responsibilities.

RECOMMENDATION

Board approve a resolution approving the Sublease Agreement for 690 Railroad Avenue and authorizing the Executive Director to take further actions as necessary to carry out the intent of the Sublease Agreement.

BACKGROUND

On April 19, 2010, the Foundation adopted a Five Year Organizational Plan, Operating Budget and 5 Year Financial Plan that included property management and maintenance of various properties within the City.

On February 7, 2011, the Redevelopment Agency of the City of Pittsburg and the Foundation entered into a Master Lease Agreement for the Vidrio Commercial Space under which the Foundation assumed responsibility for the property's management and maintenance, and for sub-leasing the property to various tenants.

On January 21, 2014, the City Council approved Resolution 14-12085 awarding Contract 2013-06 for various tenant improvements in the vacant commercial space at 670 to 690 Railroad Avenue, also known as Vidrio. These improvements are substantially complete.

The proposed sublease tenant has agreed to the terms of the Sublease Agreement attached to this report.

SUBCOMMITTEE FINDINGS

At the Pittsburg Arts and Community Foundation Subcommittee meeting on March 29, 2017, at which staff was directed to proceed with the lease negotiations.

STAFF ANALYSIS

The premises at 690 Railroad Avenue is located within the CP District which provides for a vibrant destination area that caters to pedestrian shoppers and visitors in the downtown commercial core. The tenant will operate a general merchandise retail store which will initially focus on men's fashions including suits, shoes, and casual wear. Occupancy of the space will stimulate the economic development along Railroad Avenue and in Old Town. Revenue generated by this sublease is necessary to fund the Foundation's property management costs for the Vidrio Commercial Space.

Terms of the proposed Sublease Agreement are summarized as follows:

Premises: The Foundation proposes to lease 690 Railroad Avenue to the tenant. The Premises consists of approximately 1,861 square feet (sf) of ground floor interior space.

Security Deposit: Two Thousand Five Hundred Dollars (\$2,500) of which One Thousand Dollars (\$1,000) will be paid as a security deposit to the Foundation upon execution of Sublease Agreement and the remainder on the Sublease Commencement Date of July 1, 2017.

Sublease Term: Primary lease term is for Fifty Four (54) months; no lease option is granted as the Foundation is not allowed to enter into any agreements beyond the term of the Master Lease which expires on December 31, 2021.

Sublease Payments: The tenant will be responsible for lease payments to the Foundation of Sixty Cents (\$0.60) per square foot, per month for the first eight (8) months, totaling One Thousand One Hundred Sixteen Dollars and Sixty Cents (\$1,116.60) per month beginning on the July 1, 2017.

Lease payments shall increase to Sixty Five Cents (\$0.65) per month beginning on March 2018. Beginning on the July 1, 2018, lease payments shall increase to Seventy Cents (\$0.70) per square foot, per month, totaling One Thousand Three Hundred Two Dollars and Seventy Cents (\$1,302.70) per month. This payment increases three percent annually throughout the remainder of the term of the Sublease Agreement.

Rent Credit: Tent shall be provided with a Rent Credit towards their lease payment in the amount of Four Thousand Four Hundred Sixty Six Dollars and Forty Cents (\$4,466.40) to be used during the first four (4) months.

Common Area Maintenance (CAM): Tenant is responsible for paying all janitorial and utility expenses related to its occupancy of the suite, and its pro-rata share of common area maintenance costs, which are currently calculated to be Seven Hundred Eleven Dollars and Four Cents (\$711.04) per month (\$0.32 per sf). The Sublease Agreement allows for annual adjustments of this amount.

ATTACHMENTS: Resolution
Sublease Agreement
Exhibits

Report Prepared By: Kolette Simonton, Senior Administrative Analyst

BEFORE THE PITTSBURG ARTS AND COMMUNITY FOUNDATION

In the Matter of:

A Resolution Approving a Sublease)
Agreement between the Pittsburg Arts and)
Community Foundation and Iman Jamel)
Hussein-Garcia for Real Property Located at)
690 Railroad Avenue in the City of Pittsburg)

RESOLUTION NO. 17-

The Pittsburg Arts and Community Foundation DOES RESOLVE as follows:

WHEREAS, the Pittsburg Arts and Community Foundation Inc. (the "Foundation") is a nonprofit, 501(c)(3) corporation formed for the purpose of providing assistance to the City of Pittsburg, and all actions, budgets, projects, and programs that the Foundation engages in or approves must be reasonably related to, or in furtherance of the Foundation's charitable purposes as stated in the Articles of Incorporation, as amended on March 1, 2010; and

WHEREAS, on April 19, 2009, the Foundation adopted a Five Year Organizational Plan, Operating Budget, and 5 Year Financial Plan, which included *Property Management & Maintenance* of various properties within the within the Redevelopment Agency's Project Area to revitalize Pittsburg's blighted properties; and

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Pittsburg owns certain real property in the Project Area located at 610, 630, 650, 660, 670, and 690 Railroad Avenue (APN 088-061-025) (the "Property"); and

WHEREAS, on February 7, 2011, the former Redevelopment Agency and the Foundation entered into a Master Lease Agreement for the Vidrio Commercial Space under which the Foundation assumed responsibility for the property's management and maintenance, and for sub-leasing the property to various tenants; and

WHEREAS, Iman Jamel Hussein-Garcia (the "Tenant") approached the Foundation regarding the operation of an general merchandise retail store at 690 Railroad Avenue (the "Premises"); and

WHEREAS, the Tenant has signed the proposed Sublease Agreement with the Foundation acknowledging that he has reviewed the Sublease Agreement and agrees to all terms and conditions therein; and

WHEREAS, the Premises consists of approximately 1,861 square feet of leasable indoor commercial space; and

WHEREAS, pursuant to the proposed Sublease Agreement, the Tenant will pay \$1,116.60 per month as an initial lease rate and pay a Common Area Maintenance charge of \$711.04 per month; and

NOW, THEREFORE BE IT RESOLVED by the Pittsburg Arts and Community Foundation as follows:

Section 1.

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

Section 2.

The Foundation hereby approves the Sublease Agreement with Iman Jamel Hussein-Garcia for a general merchandise and retail sales.

Section 3.

The Executive Director of the Foundation is hereby authorized and directed to execute the Sublease on behalf of the Foundation, and the Secretary of the Foundation is authorized and directed to attest thereto. A copy of the Sublease Agreement when executed will be placed on file in the office of the Foundation Secretary.

Section 4.

The Executive Director of the Foundation is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to carry out the Foundation's obligations under the Sublease Agreement.

Section 5.

The Foundation Secretary shall certify to the adoption of this Resolution.

Section 6.

This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the Pittsburg Arts and Community Foundation at a regular meeting on the 1st day of May, 2017 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Chair

ATTEST:

Alice E. Evenson, Secretary

SUBLEASE AGREEMENT
IMAN JAMEL HUSSEIN-GARCIA DBA AIM MODA MEN'S SUIT OUTLET

THIS SUBLEASE Agreement (this "**Agreement**") dated as of May 1, 2017 (the "**Effective Date**") by and between the Pittsburgh Arts and Community Foundation, Inc. a California 501(c)(3) non-profit corporation ("**Lessor**") and Iman Hussein, an individual doing business as AIM Moda Men's Suit Outlet ("**Sublessee**"). Lessor and Sublessee are collectively referred to in this Agreement as the "**Parties**."

RECITALS

A. The Successor Agency for the Redevelopment Agency of the City of Pittsburgh ("**Agency**") is the owner of fee title to the real property located at 610-690 Railroad Avenue, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**").

B. The Agency was a Redevelopment Agency formed, existing and exercising its powers pursuant to the provisions of the California Community Redevelopment Law, Health and Safety Code Section 33000, et seq. Lessor and the Agency entered into that certain lease dated February 7, 2011 (the "**Master Lease**"), attached as Exhibit B hereto and incorporated in this Agreement by this reference, pursuant to which the Agency conveyed to Lessor a leasehold interest in the commercial space (collectively, the "**Vidrio Building**").

C. Lessor desires to lease approximately One Thousand Eight Hundred Sixty One (1,861) indoor square feet within the Vidrio Building, known as 690 Railroad Avenue, as more particularly described in Exhibit C, attached hereto and incorporated herein by this reference (the "**Premises**") to the Sublessee, and the Sublessee desires to lease the Premises from Lessor.

D. Sublessee intends to sublease the Premises for use as a retail suit outlet (the "**Business**").

E. The Pittsburgh Arts and Community Foundation Board of Directors ("**Lessor Board**") authorized Lessor to sublease the Premises to Sublessee on the terms and conditions set forth herein on May 1, 2017.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS; INCORPORATION OF RECITALS; MASTER LEASE AND PRIOR RIGHTS

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

- (a) "Applicable Laws" is defined in Section 4.3.
- (b) "Base Rent" is defined in Section 2.3.2.
- (c) "Building and Common Area Costs" is defined in Section 2.7.1.(b)
- (d) "Business" is defined in Recital D.
- (e) "Claims" is defined in Section 3.2.
- (f) "Commencement Date" is defined in Section 2.1.
- (g) "Common Areas" is defined in Section 5.3.1(a).
- (h) "Force Majeure" is defined in Section 14.1.
- (i) "Hazardous Materials" is defined in Section 6.5.1.
- (j) "Hazardous Materials Laws" is defined in Section 6.5.2.
- (k) "Impositions" is defined in Section 3.1.
- (l) "Improvements" is defined in Section 7.1.1.
- (m) "Indemnities" is defined in Section 3.2.
- (n) "Lease Year" means the twelve month period beginning on July 1 and ending on June 30 during the Term, or portion thereof.
- (o) "Operating Costs" is defined in Section 2.7.1.
- (p) "Premises" is defined in Recital C and described in Exhibit C.
- (q) "Rent" is defined in Section 2.3.
- (r) "Sublessee's Monthly Operating Costs Payment" is defined in Section 2.7.1.
- (s) "Sublessee's Share of Operating Costs" is defined in Section 2.7.1.
- (t) "Security Deposit" is defined in Section 2.4.
- (u) "Term" is defined in Section 2.2.

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

1.3 Master Lease; Prior Rights. This Agreement is subject and subordinate to the prior and continuing rights and obligations of Lessor as described in the Master Lease, a copy of which is attached hereto as Exhibit B. This Agreement is made subject to all licenses,

leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title that may affect the Premises in effect as of the Effective Date.

ARTICLE II

SUBLEASE; TERM; RENT; SECURITY DEPOSIT

2.1 Agreement to Lease Premises. Subject to, and upon, the terms and conditions set forth in this Agreement, the Lessor hereby subleases the Premises to Sublessee effective July 1, 2017, (the "**Commencement Date**") and Sublessee hereby subleases the Premises from the Lessor. Sublessee acknowledges that the Lessor has made no representation or warranty regarding the condition of the Premises, or the suitability or fitness of the Premises for the conduct of the Business except as specifically stated in this Agreement.

2.2 Term of Agreement.

2.2.1 Initial Term. The term of this Agreement ("**Term**") commences on July 1, 2017 and unless sooner terminated as provided herein expires on December 31, 2021. Sublessee may take possession of the Premises on the Commencement Date. In no event may this Agreement extend beyond the term of the Master Lease.

2.2.2 Sublease Extension Term. Sublessee shall have no option to extend the Term of the Sublease unless Lessor is granted an extension on the Master Lease, after which time the Parties may negotiate sublease extension terms.

2.3 Rent.

2.3.1 Commencement of Rent. Sublessee shall commence paying Base Rent on the Commencement Date, which is July 1, 2017. Sublessee shall pay Base Rent as set forth in Section 2.3.2 of this Agreement.

2.3.2 Base Rent. Throughout the Term of this Agreement, Sublessee shall pay base rent ("**Base Rent**"), without deduction, offset, prior notice or demand in the following amounts for the following time periods:

Year	Base Rent Per Square Foot per month	Amount per month, Base Rent
Month 1-8	\$0.60	\$1,116.60
Month 9-12	\$0.65	\$1,209.65
2nd Lease Year	\$0.70	\$1,302.70
3rd Lease Year	\$0.72	\$1,341.78
4th Lease Year	\$0.74	\$1,382.03
5th Lease Year (6 months)	\$0.76	\$1,423.50

2.3.3 Additional Rent. As additional Rent, Sublessee shall pay and discharge when due, all Impositions described in Article III, all insurance premiums, all City fees and charges and all other liabilities and obligations Sublessee assumes or agrees to pay or undertake pursuant to this Agreement (the "**Additional Rent**" and together with Base Rent, "**Rent**").

2.3.4 Payment of Rent. Rent is due and payable on the first day of each month to the Lessor at the address shown in Section 14.4.2 or such other place as the Lessor may designate in writing.

2.3.5 Utilities. The Sublessee acknowledges that the building is served by one water meter. Sublessee will be charged a flat rate of Fifty Dollars (\$50.00) per month for the water usage. The Sublessee shall be solely responsible for any telephone and any and all other utilities and services (collectively, the "**Utilities**") that are furnished to, or used on or about, the Premises during the Term of this Lease. In the event the Sublessee fails to pay such charges, the Lessor may pay such charges on behalf of the Sublessee and such amount then shall immediately be due from the Sublessee to the Lessor. To the extent Utilities are not separately metered, and are attributable to the entire portion of the Building subject to the Master Lease, then the Lessor shall pay such charges, and thereafter, allocate a portion of such Utility charges to the Sublessee. The Sublessee shall pay, as Rent, within (10) days after the Sublessee's receipt of the documentation of its allocable share of the Utilities. The Sublessee's failure to timely pay its allocable share of the Utilities shall constitute a Sublessee Event of Default.

2.3.6 Rent Credit. Lessor will provide Sublessee a rent credit in a total amount not to exceed Four Thousand Four Hundred Sixty-Six Dollars and Forty Cents (\$4,466.40) to be used to offset Base Rent for months 1 through 4 of the Term of this Agreement.

2.4 Security Deposit. Sublessee shall pay to the Lessor a security deposit in the amount out of Two Thousand Five Hundred Dollars (\$2,500.00) (the "**Security Deposit**") of which One Thousand Dollars (\$1,000.00) is due upon execution of this Agreement with the

balance of One Thousand Five Hundred Dollars (\$1,500) due prior to taking possession on the Commencement Date. Provided that Sublessee is not in default under this Agreement, and the Premises are returned to the Lessor in broom clean condition, the Lessor will return the Security Deposit to Sublessee upon termination of this Agreement. The Lessor has no obligation to pay or earn interest on the Security Deposit. Any damages to the premises beyond normal wear and tear may be repaired through use of the Security Deposit.

2.5 Use of Security Deposit. If Sublessee is in default with respect to any provision of this Agreement, the Lessor may, but has no obligation to, use the Security Deposit or any portion of the Security Deposit to cure such default or to compensate the Lessor for any damage or reasonable expense sustained by the Lessor and resulting from such default, but only after providing Sublessee with an opportunity to cure such default pursuant to the provisions of Section 13.2. The Lessor shall provide Sublessee with evidence of damages incurred as a result of a default by Sublessee. If this Agreement has not been terminated as a result of such default, Sublessee, on demand from the Lessor, shall promptly restore the Security Deposit to the full amount required under Section 2.4.

2.6 Late Fee. Sublessee hereby acknowledges that late payment by Sublessee to Lessor of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, personnel costs, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent due from the Sublessee is not received by lessor on the date such installment of Rent is due, Sublessee shall pay to Lessor a late charge equal to ten percent (10%) of such overdue Rent. Lessor and Sublessee hereby agree that such late charge represents a fair and reasonable estimate of the cost Lessor shall incur by reason of late payment by Sublessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Sublessee's default by with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

If Sublessee is late in the payment of Rent two (2) times or more during any Lease Year, then Lessor may, in addition to all other rights and remedies, require Rent for the remainder of the Term to be paid quarterly (three (3) months) in advance.

2.7 Common Area Maintenance Charges

2.7.1 Sublessee's Share of Operating Costs. In addition to all other sums due under this lease, Sublessee shall pay to Lessor, in the manner and at the times set forth in this Section, Sublessee's Share of Operating Costs (as defined in Section 2.7.1.(c)).

(a) The phrase "**Operating Costs**" means the sum of Building and Common Area Costs.

(b) The term “**Building and Common Area Costs**” means all costs and expenses of every kind and nature whatsoever as may be paid or incurred by Lessor, related entities, or third parties in operating, managing, insuring, repairing and maintaining the Buildings and/or the Common areas in the Vidrio Building, computed in accordance with generally accepted accounting principles consistently applied or such other method of accounting as may be adopted by Lessor.

(c) “**Sublessee’s Share of Operating Costs**” will be determined by multiplying total Operating Costs by the fraction calculated by dividing total square feet of the Premises by the total square feet of retail/commercial ground floor space of the Vidrio Building.

(d) Sublessee shall pay to Lessor, on the first day of each month during the Term, an amount equal to Sublessee’s estimated Share of Operating Costs for the Lease Year in question, divided by the number of months (full or partial) in such Lease Year (“**Sublessee’s Monthly Operating Costs Payment**”). Payment of Sublessee’s Monthly Operating Costs will commence on the Commencement Date. The Initial Sublessee’s Monthly Operating Costs Payment is Seven Hundred Eleven Dollars and Four Cents (\$711.04) per month, based on Two Thousand Two Hundred Twenty Two (2,222) square feet of leasable and common area space at Thirty Two Cents (\$0.32) per square foot.

(e) Annual Adjustments. Within ninety (90) days following the end of each Lease Year, or within a reasonable time thereafter, Lessor shall prepare and deliver to Sublessee a statement setting forth the calculation of Sublessee’s actual Share of Operating Costs for the previous Lease Year. Within thirty (30) days after receipt of the statement of Sublessee’s actual Share of Operating Costs, Sublessee shall pay to Lessor, or Lessor shall credit against the next Monthly Operating Costs Payment due from Sublessee, as the case may be, the difference between Sublessee’s actual Share of Operating Costs for the preceding Lease Year and the amount of Sublessee’s Monthly Operating Costs Payments paid by Sublessee during such Lease Year; except, Lessor shall pay Sublessee any excess at the time Lessor furnishes the statement to Sublessee in connection with the final adjustment of Operating Costs for the last Lease Year, provided Sublessee is not in default under any provisions of this Lease.

ARTICLE III TAXES, ASSESSMENTS AND OTHER CHARGES

3.1 Impositions. Throughout the Term, Sublessee shall pay prior to delinquency, all real property taxes, possessory interest taxes, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Premises or part thereof, including but not limited to (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes, and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon or which becomes

due and payable and a lien upon (a) the Premises or any part thereof or any personal property, equipment or other facility used in the operation thereof, (b) the rent or income received by Sublessee from subtenants or licensees, (c) any use or occupancy of the Premises or part thereof, or (d) this transaction or any document to which Sublessee is a party creating or transferring an estate or interest in the Premises or part thereof. All of the foregoing are hereinafter referred to as "**Impositions**."

3.1.1 Installments. If by law any Imposition is payable, or may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Sublessee may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become due and before any fine or penalty may be added thereto for the nonpayment of any such installment and interest. Any Impositions relating to tax years that are only partially included in the Term of this Agreement shall be prorated between Sublessee and the Lessor.

3.1.2 Evidence of Payment. Upon request by the Lessor, Sublessee shall furnish, in form satisfactory to the Lessor, evidence of payment prior to delinquency of all Impositions payable by Sublessee.

3.2 Sublessee Right to Contest. Sublessee has the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such right may not be deemed or construed in any way as relieving, modifying or extending the covenant to pay of Sublessee any such Imposition at the time and in the manner required by law. Any such contest shall be conducted in accordance with and subject to the requirements of all Applicable Laws (as defined in (Section 4.3) and otherwise in a manner that does not subject the Lessor's title to the Premises to foreclosure or forfeiture. Sublessee shall indemnify, defend, and hold the Lessor and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the "**Indemnitees**") harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "**Claims**") arising as a result of or in connection with any such contest brought by Sublessee. During any contest of an Imposition, Sublessee shall (by payment of disputed sums, if necessary) prevent any advertisement of tax sale, foreclosure of, or any divesting of the Lessor's title, reversion or other interest in the Premises. Upon final determination of the amount or validity of any Imposition contested pursuant to this Section 3.2, Sublessee shall immediately pay such Imposition and all costs and expenses relating to such challenge.

3.3 Sublessee Duty to File. Sublessee has the duty of making or filing any declaration, statement or report which may be necessary or advisable in connection with the determination, equalization, reduction or payment of any Imposition which is or which may become payable by Sublessee under the provisions of this Article III, and shall notify the Lessor in writing upon making such filing, declaration, statement or report, and the Lessor is not be responsible for the contents of any such declaration, statement or report; provided

however, the Lessor shall cooperate with Sublessee in connection with the foregoing, including joinder in any application pertaining thereto to the extent required under Applicable Law, all at no cost to the Lessor.

ARTICLE IV ALTERATIONS AND NEW CONSTRUCTION

4.1 Changes and Alterations. During the Term of this Agreement, Sublessee shall not make any change, alteration or addition to the Premises (collectively, the "**Alterations**") that would materially alter the function or exterior appearance of the Premises, without the prior written consent of the Lessor. Except as otherwise set forth in this Agreement, all Alterations may be made at the sole cost and expense of Sublessee and must comply with all of the following:

(a) The Alterations may not materially impair the value or structural integrity of the Premises.

(b) The Alterations must be necessary for the operation of the Business.

(c) No Alterations may be undertaken until Sublessee has obtained all required permits and authorizations of any federal, state or local government or departments or subdivisions of any of them, having jurisdiction.

(d) The Alterations must be made in a good and workmanlike manner and in accordance with all applicable permits and all Applicable Laws.

(e) During the construction of any Improvements in, to or of, the Premises, or the permitted demolition or new construction or any restoration, Sublessee shall comply with the insurance requirements set forth in Section 8.2, which policy or policies by endorsement thereto, if not then covered, will also insure any change, alteration or addition or new construction, including all materials and equipment incorporated in, on or about the Premises.

(f) Prior to commencement of any construction, change, alteration or repair, Sublessee shall deliver to the Lessor not later than ten (10) business days written notice of the proposed work, a general description of the proposed work and sufficient information to permit the Lessor to post a notice of no responsibility on the Premises.

4.2 No Right to Demolish. Notwithstanding any other provisions of this Article IV, Sublessee has no right to demolish the Alterations, once built, unless Sublessee shall have received the prior written approval of the Lessor.

4.3 Compliance with Laws. Sublessee shall carry out the construction of the Improvements in conformity with all applicable state and federal laws and regulations, including without limitation, all applicable state and federal labor laws and standards, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et' seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the

Unruh Civil Rights Act, California Civil Code Section 51, *et seq.* Sublesseeshan comply with all City ordinances and regulations relating to the conduct of construction, including without limitation, all City ordinances and regulations relating to noise, construction hours, and maintenance of the construction site. All of the foregoing state, federal and local laws, regulations and ordinances are hereafter referred to as the "**Applicable Laws.**"

4.4 Rights of Access. The Lessor has the right of access to the Premises during normal construction hours for purposes of assuring compliance with this Agreement, aslong as the Lessor complies with all safety rules and does not unreasonably interfere with the progress of construction of the Alterations. The Lessor shall give Sublessee reasonable advance notice prior to exercising its rights pursuant to this Section 4.4 except in the event of emergency in which case notice shall not be required.

4.5 Indemnity. To the fullest extent allowed by law, Sublesseeshall defend (with counsel reasonably acceptable to the Lessor) indemnify and hold harmless the Indemnitees from and against any and all present and future Claims arising during the term of this Agreement from or in connection with the failureto comply with all Applicable Laws relating to the operation or maintenance of the Premises by Sublessee, or the activities or performance of Sublessee under this Agreement, whether such activity or performance is by Sublessee or by anyone directly or indirectly employed by or contracted with by Sublessee and whether such Claim shall be discovered before or after Lease Termination. The indemnity obligations ofSublessee under this Section 4.5 do not extend to Claims to the extent they arise as a result of the Indemnitees' gross negligence or willful misconduct.

At its sole discretion, the Lessor may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Sublessee of any obligation imposed by this Agreement. The Lessor shall notify Sublessee promptly of any claim, action or proceeding and cooperate fully in its defense.

Sublessee agrees to defend, indemnify and hold harmless the Indemnitees from any claim, action or proceeding against the Indemnitees, arising solely out of the acts or omissions of the Lessor in the performance of this Agreement. At its sole discretion, the Lessor may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the Lessor of any obligation imposed by this Agreement. The Lessor shall notify Sublessee promptly of any claim, action or proceeding and cooperate fully in the defense.

4.6 Mechanic's Liens. Subject to the right to contest the same prior to payment, Sublessee agrees to keep the Premises free and clear of all mechanics' liens and other liens on account of work done by or for a Party. Sublessee shall indemnify, defend (with counsel reasonably acceptable to the Lessor) and hold the Indemnitees harmless from and against all liability, loss, damages, costs and expenses (including reasonableattorney's fees) incurred by or brought against the Lessor for claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to the Lessor or persons claiming under it. In the event any lien is recorded, Sublessee shall, within twenty (20) days following such recordation, cause such lien to be removed of record by bonding or otherwise.

ARTICLE V
MANAGEMENT, USE AND OPERATION OF THE PROPERTY

5.1 Permitted Uses. Sublessee may use the Premises for the operation of the Business and for no other purposes without the prior written consent of the Lessor. Sublessee shall not use or permit the Premises to be used in whole or in part during the Term for any other purpose, without the written consent of the Lessor.

5.2 Nondiscrimination. Sublessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12946.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the use, occupancy, tenure or enjoyment of the premises herein leased nor shall Sublessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection of employees or vendees in the Premises herein leased.

5.3 Maintenance, Repair and Inspection of the Premises

5.3.1 Common Area Maintenance.

(a) The term "**Common Areas**" means all areas and facilities outside of the boundaries of the Premises and within the exterior boundaries of the Vidrio Building that are provided and designated by Lessor, in its sole discretion, from time to time, for the general use and convenience of Sublessee and its authorized representatives and invitees, and of other sublessees and occupants of the Vidrio Building and their respective authorized representatives and invitees. Common Areas include, without limitation, pedestrian walkways, patios, landscaped areas, sidewalks, service corridors, restrooms, stairways, elevators, lobbies, decorative walls, plazas, fountains, waterscapes, malls, throughways, loading areas, refuse collection areas, ramps and parking areas to the extent such areas and facilities are located at the Vidrio Building.

(b) Lessor grants to Sublessee and its authorized representatives and invitees the nonexclusive right to use the Common Areas with others who are entitled to use the Common Areas, subject to Lessor's rights set forth in Section 5.3.1(c).

(c) Subject to the last paragraph of this Section 5.3.1 (c), Lessor may reduce, or change in any manner the Common Areas as Lessor, in its sole discretion, shall decide. Lessor shall also have, without limitation, the right to:

(i) Establish and enforce reasonable rules and regulations applicable to Sublessee concerning the maintenance, management, use and operation of the Common Areas;

(ii) Close, if necessary, parts of the Common Areas to whatever extent may be legally sufficient in the opinion of Lessor's counsel to prevent dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas;

(iii) Close temporarily parts of the Common Areas for maintenance, repair and renovation purposes; and

(iv) Select an outside entity (which may be a related entity) to maintain and operate the Common Areas, if at any time Lessor determines that the best interests of the Vidrio Building will be served by having the Common Areas maintained and operated by any such outside entity.

Notwithstanding the provisions of this Section 5.5.1(c), in exercising its rights hereunder, Lessor shall provide reasonable visibility of and access to and from the Premises.

(d) Parking. Sublessee has the nonexclusive use, in common with the Lessor, of the non-reserved public automobile parking areas and driveways. Sublessee agrees to cause its employees to park their automobiles in accordance with Lessor's parking rules and regulations as established from time to time. Sublessee hereby acknowledges that certain public events held in the Pittsburgh downtown area may affect parking availability and vehicular access to the premises from time to time.

5.3.2 Maintenance and Repair Obligations.

(a) Lessor's Repair Obligations. Lessor shall, subject to the casualty provisions of Article IX, maintain: (a) the Common Areas; (b) roofs (excluding interior ceilings), foundations, and exterior walls at the Vidrio Building (excluding all doors, plate glass, storefronts, display and other windows); and (c) plumbing, pipes and conduits located in the Common Areas; and (d) heating and air conditioning units. On demand, Sublessee shall reimburse Lessor for all costs and expenses incurred by Lessor which are required to make any repair to the Premises and/or other parts of the Vidrio Building in connection with or resulting from (i) any alteration or modification to the Premises or to the Vidrio Building equipment performed by, for or because of Sublessee or to special equipment or systems installed by, for or because of Sublessee, (ii) the installation, use or operation of Sublessee's property, fixtures and equipment, (iii) the moving of Sublessee's property into or out of the Vidrio Building or in and about the Premises, (iv) Sublessee's use or occupancy of the Premises in violation of Article V or in a manner not contemplated by the parties at the time of execution of this Lease (e.g., subsequent installment of special use rooms), or (v) the acts or omissions of Sublessee or Sublessee's Authorized Representatives, invitees, sublessees, and/or licensees, all of which shall be solely Sublessee's obligation.

(b) Sublessee's Repair Obligations. Subject to the casualty provisions of Article IX and Lessor's obligations pursuant to Section 5.3.2, Sublessee, at Sublessee's expense, shall maintain the Premises in good order, condition and repair, including, without limitation, the following: Interior surfaces of walls and ceilings; floors; wall and floor coverings; interior and exterior windows and plate glass; window coverings; doors; locks on closing devices;

window casements and frames; plumbing and electrical systems within the Premises (including replacement of light bulbs and tubes); exterior entrances; and all switches, fixtures and equipment located within the Premises. Upon receipt of reasonable notice from Sublessee, Lessor shall perform, at the expense of Sublessee all repairs and maintenance to plumbing, pipes and electrical wiring located within walls, above ceiling surfaces and below floor surfaces resulting from the use of the Premises by Sublessee. Lessor shall be responsible for any plumbing, pipes, electrical wiring, switches, fixtures or equipment located in the Premises but serving another Sublessee, or any portions of the central heating, ventilation and air conditioning, electrical, mechanical and plumbing systems of the Vidrio Building which are located in the Premises. Sublessee shall, at Sublessee's expense, immediately replace all broken or damaged glass with like-kind glass. Sublessee shall keep all areas immediately adjoining the Premises free from trash, litter and obstructions resulting from Sublessee's business at the Premises.

Sublessee recognizes that the use of chemicals and/or maintenance techniques are potentially harmful to the Premises or the Vidrio Building, and consequently Sublessee's use of such chemicals or maintenance techniques shall be subject to Lessor's prior written approval.

The failure of Sublessee to maintain the Premises in accordance with this Agreement shall, in the Lessor's discretion, be grounds for termination of this Agreement pursuant to Article XIII.

(c) Sublessee's Maintenance Obligations. Sublessee shall pay all costs and expenses including, if applicable, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Premises; real property taxes; rent taxes; gross receipt taxes (whether assessed against the Lessor or assessed against Sublessee and collected by the Lessor, or both); water and sewer charges; insurance premiums; utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; and janitorial services (whether it be Vidrio Building janitorial service or contracted separately).

(d) Garbage. Sublessee, at its sole costs, shall store in sealed steel containers or other approved containers and cause to be removed daily all wet or moist garbage, refuse and trash.

(e) Odors. Sublessee shall not permit foul or offensive odor to emanate from any garbage and trash containers within the Premises, and shall immediately take steps to abate any such odor. Nothing shall be prepared, manufactured or mixed in the Premises which emits any odors into the Vidrio Building.

(f) Warranties. Sublessee shall provide Lessor with copies of all warranty information for all fixtures and equipment installed on the Premises. In addition, Sublessee shall provide proof of maintenance of all such fixtures and equipment in accordance with warranty requirements on an annual basis at the end of each Lease Year.

Failure to maintain the fixtures and equipment in accordance with warranty requirements will become an Event of Default under Article XIII of this Agreement.

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

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

5.4 Lessor's Right to Perform Sublessee Obligations. If following notice and the expiration of any applicable cure period as set forth in Section 13.2.1, Sublessee fails to perform its obligations to maintain the Premises in accordance with the standards set forth in this Agreement, the Lessor shall have the right, but not the obligation, to perform such work upon delivery of written notice to Sublessee, and Sublessee shall reimburse the Lessor for all expenditures the Lessor incurs in connection with such work together with interest thereon at the Default Rate specified in Article X. The Lessor's election to undertake such obligation shall not operate as a waiver of any other right or remedy the Lessor may have pursuant to this Agreement.

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

5.6 Compliance with Laws. Sublessee, at its sole cost and expense, shall comply with all Applicable Laws pertaining to the use, operation, and management of the Premises. Sublessee shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Building or the Premises which would result in a nuisance or a violation of law. Sublessee shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the building or the Premises which would result in a nuisance or a violation of law.

5.7 Sublessee Right to Contest. Sublessee shall have the right to contest by appropriate proceedings, in the name of Sublessee, and without cost or expense to the Lessor, the

validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrance of any lien, charge or liability against the Premises or the interest of Sublessee therein, and without subjecting Sublessee or the Lessor to any liability, civil or criminal, for failure so to comply therewith, Sublessee may delay compliance therewith until the final determination of such proceeding. Sublessee shall indemnify, defend (with counsel approved by the Lessor), protect and hold the Indemnitees harmless from and against all Claims arising in connection with any such contest brought by Sublessee. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

5.8 Maintenance of Licenses and Permits: Legal Compliance. Sublessee will, and will cause Business, to preserve and maintain the existence of their respective licenses, rights, franchises and privileges in the jurisdiction of their formation and all authorizations, consents, approvals, orders, licenses, permits, or exemptions from or registrations with, any governmental agency that are necessary for the transaction of business. Sublessee agrees to comply with all federal, state and local rules, statutes, ordinances and laws which apply to the conduct of its business activities and the construction, improvement and maintenance of its property. Sublessee further agrees to notify Lessor in writing within ten (10) days of its receipt of service or notice in any administrative or judicial proceeding in which Sublessee is named as a party that is related to the occupation or use of the Premises, or that is related to the licensing of Sublessee or any guarantor, including any petitions, complaints or administrative proceedings to amend, modify, counsel, revoke, diminish or otherwise affect any licenses or authorities currently granted to, or in the possession of, Sublessee including, but not limited to, business licenses. All repairs and Alterations to the Premises must be performed by licensed and bonded contractors.

5.9 Payment for City Services. Tenant shall reimburse City for any costs incurred by City to provide additional personnel or services (including, but not limited to, police services, and public works services) that are, in City's sole discretion, (i) directly related to Tenant's use of the Premises and (ii) beyond the number of City personnel or type of service normally provided by City. The charge for such reimbursement will be calculated based on the actual cost of materials, supplies and direct expenses, plus reimbursement for the cost of City personnel at an hourly rate as reflected in the City's Master Fee Schedule adopted by the City Council.

ARTICLE VI

CONDITION OF THE PREMISES; ENVIRONMENTAL MATTERS

6.1 Condition of the Premises.

6.1.1 AS-IS Condition. Sublessee will lease the Premises in its "AS IS" condition as such condition exists as of the Commencement Date.

6.1.2 No Representations. Sublessee acknowledges that except as expressly set forth herein, the Lessor makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof for the purposes of Sublessee, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage,

flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Premises shall affect the rights of Sublessee or the Lessor hereunder. Sublessee shall rely solely on its own independent investigation and judgment as to all matters relating to the Land. Sublessee acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Sublessee deemed necessary to determine the condition of the Premises, and has approved all such characteristics and conditions and shall lease the Premises in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. Sublessee further acknowledges that the Lessor has made available all data and information on the Premises available to the Lessor, but without warranty or representation by the Lessor as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

6.2 Sublessee's Covenants. Sublessee hereby covenants and agrees that throughout the Term:

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

(b) Sublessee shall not permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall Sublessee permit the presence or release of Hazardous Materials in, on, under, about or from the Premises with the exception of materials customarily used in construction, operation, use or maintenance of Business facilities, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

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

reasonable attorney's fees in connection therewith paid by Sublessee.

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

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

6.3 Release of Claims. Sublessee hereby waives releases and discharges forever the Indemnitees from all present and future Claims Sublessee may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Premises.

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

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

As such relates to this Section 6.3, Sublessee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Sublessee Initials

6.4 Environmental Indemnity. Sublessee shall indemnify, defend (with counsel reasonably acceptable to the Lessor) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Premises during the Term, (ii) the failure of Sublessee, or the employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of Sublessee to comply with Hazardous Materials Laws, or (iii) the breach by Sublessee of any of its covenants contained in this Article VI. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Premises or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 6.4 shall survive the expiration or earlier termination of this Agreement.

6.5 Definitions.

6.5.1 Hazardous Materials. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control

Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

6.5.2 Hazardous Materials Laws. As used herein "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 6.5.1, as any of the foregoing may be amended from time to time.

Article VII

TENANT IMPROVEMENTS

7.1 Construction of Tenant Improvements.

7.1.1 Approval of Tenant Improvements.

Sublessee must receive written approval from the Lessor prior to the construction of any improvements, changes, utility installations or alterations (the "**Sublessee Improvement**") that affect the Premises or the exterior of the Building. Prior to expending any funds for the acquisition, installation and/or construction of any Sublessee Improvements, Sublessee hereby agrees to submit to Lessor the plans, specifications, bid(s), and cost estimates for the undertaking of the Sublessee Improvements.

7.1.2. Permits. Sublessee shall comply with all applicable building and design review permits and any other required state, county, or City approvals ("**Permits**").

7.2 Prevailing Wages. To the full extent required by all applicable state and federal laws, rules and regulations, if any, Sublessee and its contractors and agents shall comply with California Labor Code Section 1720 *et seq.* and the regulations adopted pursuant thereto ("**Prevailing Wage Laws**"), and are responsible for carrying out the requirements of such provisions. If applicable, Sublessee shall submit to Lessor a plan for monitoring payment of

prevailing wages and shall implement such plan at the sole expense of Sublessee.

Sublessee shall indemnify, defend (with counsel approved by Lessor) and hold the Indemnitees harmless from and against all Claims which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the requirement of competitive bidding in the construction of the Sublessee Improvements, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Sublessee related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that Lessor does not and will not waive any rights against Sublessee that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by Lessor, or deposit by Sublessee to Lessor of any of the insurance policies described in this Agreement. The provisions of this Section 7.2 survive the expiration or earlier termination of this Agreement. The indemnification obligations of Sublessee as set forth in this Section shall not apply to Claims arising from the gross negligence or willful misconduct of the Indemnitees.

ARTICLE VIII INDEMNITY AND INSURANCE

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

8.2 Insurance Requirements. Sublessee shall procure, at its sole expense, and

maintain in full force and effect during the Term, the following insurance naming the Lessor as additional insured and/or loss payee:

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

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

(c) Workers' compensation insurance that complies with the statutory requirements of the State of California.

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

(e) Within five (5) days of the Effective Date, Sublessee shall furnish Lessor with certificates of insurance in form acceptable to Lessor evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligations on the part of the carrier to notify the Lessor of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

(f) If any insurance policy or coverage required hereunder is canceled or reduced, Sublessee shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with Lessor a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, Lessor may, without further notice and at its option, procure insurance coverage at Sublessee's expense, and Sublessee shall promptly reimburse Lessor for such expense upon receipt of billing from Lessor.

(g). If Sublessee undertakes construction of Sublessee Improvements pursuant to Article VII, Sublessee shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Improvements, naming the Indemnitees as additional insureds and otherwise in compliance with all requirements set forth in this Section 8.2.

ARTICLE IX DAMAGE AND DESTRUCTION

9.1 Damage or Destruction. In the event of any damage to or destruction of the Premises during the Term, the Lessor shall elect by written notice delivered to Sublessee within sixty (60) days following the date of the occurrence of the damage to either remove the Premises or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions

imposed by changes in any Applicable Law. If the Lessor elects to restore the Premises, the Lessor shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the Lessor pursuant to this Agreement. If the Lessor does not elect to restore the Premises and the Lessor does not exercise its right to terminate this Agreement pursuant to Section 13.3 within one hundred twenty (120) days following the date of the occurrence of the damage, then at the Lessor's option this Agreement will terminate upon delivery of written notice to Sublessee. If the Lessor elects to restore the Premises, the Lessor shall confer with Sublessee regarding the design and plans for such restoration of the Premises.

9.2 Notice Required. In the event of material damage to or destruction of the Premises, or any part thereof, Sublessee shall promptly give the Lessor notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article IX, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars (\$50,000).

9.3 Lessor's Right to Terminate. Notwithstanding any contrary provision of this Article IX, the Lessor has the option to terminate this Agreement and be relieved of the obligation to restore the Premises where all or substantially all of the Premises are substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by Sublessee and/or the Lessor nor required to be insured against by Sublessee and/or the Lessor under this Agreement.

ARTICLE X

LANDLORD'S RIGHT TO PERFORM SUBLESSEE'S COVENANTS

If Sublessee fails at any time to pay any Imposition or other charge payable by Sublessee to a third party as required under this Agreement, or to comply with the requirements set forth in Section 8.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Agreement, then the Lessor, after thirty (30) days' written notice to Sublessee and without waiving or releasing Sublessee from any obligation of Sublessee hereunder, may (but is not required to): (i) pay such Imposition or other charge payable by Sublessee; (ii) pay for and maintain the insurance policies required pursuant to this Agreement, or (iii) make such other payment or perform such other act on the part of Sublessee to be made or performed under this Agreement; and the Lessor may enter upon the Premises for such purpose and take all such action thereon as may be reasonably necessary therefore.

All sums paid by the Lessor and all costs and expenses incurred by the Lessor in connection with any such payment or the performance of any such act (together with interest thereon at the Default Rate from the respective dates of the Lessor's making of each such payment) shall constitute additional Rent payable by Sublessee under this Agreement and shall be paid by Sublessee to the Lessor on demand. The **"Default Rate"**

shall mean interest calculated at an annual rate equal to the lesser of twelve percent (12%) or the maximum rate of interest permitted by law.

ARTICLE XI MORTGAGES

11.1 Non-Subordination of Fee. The Lessor will not subordinate its leasehold interest in the Premises or its right to rent payments hereunder or any other right of the Lessor under this Agreement. Except as expressly set forth in this Agreement, Sublessee may not mortgage its interest in the Premises. Notwithstanding anything to the contrary, the Lessor has no obligation to encumber or otherwise subordinate its fee interest in the Premises to Sublessee.

11.2 Estoppel Certificates. Sublessee shall, within ten (10) days after receipt of a request from Lessor or any lender of Lessor, execute, acknowledge and deliver to Lessor or such lender either a statement in writing or a three party agreement among Lessor, Sublessee and such lender (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified is in full force and effect) and the date to which Rent is paid in advance, if any, (b) acknowledging that there are not, to Sublessee's knowledge, any uncured defaults on the part of Lessor under this Lease, or specifying such defaults if any are claimed, and (c) specifying any further information and agreeing to such notice provisions and other matters reasonably requested by Lessor or such lender. Any such statement may be conclusively relied upon by a prospective purchaser or lender of the Premises. Sublessee's failure to deliver such statement within ten (10) days will constitute a default under this Lease. If Sublessee fails to deliver the statement within the ten (10) days, Sublessee irrevocably constitutes and appoints Lessor as its special attorney-in-fact to execute and deliver the statement to any third party.

ARTICLE XII ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND ATTORNMENT

12.1 Restrictions on Transfer. Assignment and Encumbrance. Sublessee has no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Premises, the fixtures, any Sublessee Improvements or this Agreement voluntarily, involuntarily, by operation of law, or otherwise.

12.2 No Involuntary Transfers. No interest of Sublessee in this Agreement, the Premises or part thereof is assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the assets of Sublessee for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action.

Any transfer described in this Section 12.2 constitutes an Event of Default under this Agreement by Sublessee, and Lessor has the right to terminate this Agreement pursuant to Article XIII as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of Sublessee.

12.3 No disturbance. Provided that Sublessee is not in default under this Agreement, the possession, use and enjoyment of the Premises by Sublessee will not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of Lessor, or any exercise of any remedies under this Agreement. Sublessee shall ensure that its possession, uses and enjoyment of the Premises does not interfere with, disturb or diminish or otherwise affect in any manner any other tenants in the Building.

ARTICLE XIII DEFAULT, REMEDIES AND TERMINATION

13.1 Event of Default. Sublessee will be in default under this Agreement upon the occurrence of any of the following events of default (each, an **"Event of Default"**):

(a) Payment of Base Rent. Sublessee fails to pay Base Rent when due and Sublessee fails to cure such default within thirty (30) business days;

(b) Other Monetary Obligations. Sublessee at any time is in default hereunder as to any monetary obligation other than Base Rent (including without limitation, the obligation of Sublessee to pay taxes and assessments due on the Premises or part thereof, subject to the right of Sublessee to contest such charges pursuant to Section 3.2), and such default continues for thirty (30) days after the date upon which the Lessor shall have given Sublessee a Notice of Default (as defined in Section 13.2.1);

(c) Insurance. Sublessee fails to obtain and maintain any insurance required pursuant to Section 8.2 of this Agreement, and Sublessee fails to cure such default within ten (10) days following receipt of Notice of Default;

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

(e) Transfer. A voluntary or involuntary Transfer of all or any portion of the Sublessee hold interest of Sublessee in this Agreement occurs in violation of the provisions of Article XII;

(f) Non-Monetary Obligations. Sublessee defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 13.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the Lessor has given written notice of the default to Sublessee; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Default shall not arise hereunder if Sublessee commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of a Notice of Default;

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

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

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

(j) Liens. The failure of Sublessee to satisfy the requirements of Section 4.6 within the time periods specified therein.

13.2 Notice and Opportunity to Cure.

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

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

13.3 Remedies Upon Default.

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

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

13.3.3 Lessor Right to Continue Lease. In the event of any default, if Sublessee fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, under this Agreement by Sublessee (and regardless of whether or not Sublessee has abandoned the Premises), this Agreement does not terminate (except by an exercise of the Lessor's right to terminate under Section 13.3.1) unless the Lessor makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the right to possession held by Sublessee. For so long as this Agreement continues in effect, the Lessor may enforce all of the Lessor's rights and remedies under this Agreement, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the right to possession held by Sublessee: (a) acts of maintenance or preservation or efforts to re-let the Premises; or (b) the appointment of a receiver upon initiative of the Lessor to protect the Lessor interest under this Agreement.

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

13.3.5 Right to Receiver. Following the occurrence of an Event of Default, if Sublessee fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, the Lessor, at its option, may have a receiver appointed to take possession of the interest of Sublessee in the Premises with power in the receiver (a) to administer the interest in the Premises held by Sublessee, (b) to collect

all funds available in connection with the operation of the Premises, and (c) to perform all other acts consistent with the obligations of Sublessee under this Agreement, as the court deems proper.

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

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

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

ARTICLE XIV GENERAL PROVISIONS

14.1 Force Majeure; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (all of the foregoing "**Force Majeure**"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days

of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section. During a Force Majeure occurrence, the Party claiming an extension shall use all reasonable efforts to resume its performance under this Agreement.

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

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

14.3 Representations of Lessor and Sublessee.

14.3.1 Sublessee hereby represents and warrants that all of the following are true and correct as of the Effective Date:

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

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

14.3.2 Lessor hereby represents and warrants that all of the following are true and correct as of the Effective Date:

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

(b) The execution of this Agreement and the acceptance of the

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

14.4 Miscellaneous.

14.4.1 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

14.4.2 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- (a) personal delivery, in which case notice is effective upon delivery;
- (b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account; in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- (d) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (i) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (ii) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Lessor: Pittsburg Arts and Community Foundation
65 Civic Drive
Pittsburg, CA 94565
Attention: Executive Director
Telephone: (925) 252-4850
Facsimile: (925) 252-4851

With copy to: Meyers Nave Riback Silver & Wilson
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

Attention: Pittsburg Arts & Comm. Found.Counsel
Telephone: (916) 556-1531
Facsimile: (916) 556-1516

Sublessee: AIM Moda Men's Suit Outlet
2229 Montevideo Drive
Pittsburg, CA 94565
Attention: Iman Jamel Hussein-Garcia
Telephone: (925) 378-8868/(925) 778-2134
Email: mysuits4u2@yahoo.com

14.4.3 Captions; Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Lease. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Agreement with the advice of counsel, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14.4.4 Successors and Assigns. Subject to the restrictions on transfer set forth in Article XII, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Any reference in this Lease to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement as if in every case so expressed.

14.4.5 Short Form of Lease. A memorandum of lease will be executed by the Parties and recorded in the Official Records of Contra Costa County upon the request of either Party.

14.4.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

14.4.7 Attorneys' Fees. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable attorneys' fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

14.4.8 Indemnity Includes Defense Costs. In any case where either Party is obligated under an express provision of this Lease, to indemnify and to save the other Party harmless from any damage or liability, the same shall be deemed to include defense of the indemnitees by the indemnitor, such defense to be through legal counsel reasonably acceptable to the indemnitee.

14.4.9 No Third-Party Beneficiaries; Disclaimer of Partnership, Lender/Sublessee Relationship. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the parties under this Agreement is solely that of landlord and tenant, and it is expressly understood and agreed that the Lessor does not as a result of this Agreement in any way nor for any purpose become a partner of Sublessee or a joint venturer with Sublessee in the conduct of business or otherwise by Sublessee. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the Lessor and Sublessee. It is further expressly understood and agreed that this Agreement is not intended to, and shall not be construed to create the relationship of lender and borrower, and the Lessor does not, solely as a result of this Agreement, become a lender to Sublessee.

14.4.10 Entire Agreement. This Agreement, together with Exhibits A through D which by this reference is hereby incorporated herein, contains the entire agreement between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

14.4.11 Waiver; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

14.4.12 Amendments. The Executive Director, in his/her sole discretion, may make minor amendments to this Agreement. A minor amendment shall be any modification that does not make a substantive change, modification or deviation in the terms this Agreement or any Exhibits attached hereto ("**Minor Amendment**"). Minor Amendments shall include, but are not limited to, the times for performance, square footage available for lease, changes in maintenance responsibilities, and alternations to the Premises.

Minor Amendments may be approved by the prior written consent of the Executive Director. The Executive Director's determination as to the status of any Minor Amendment is final. The Executive Director also may, at his/her discretion, determine that a Minor Amendment shall be reviewed and acted upon by the Board of Directors and not by the Executive Director. Any amendments to this Agreement shall be in writing and signed by both parties to the Agreement.

14.4.13 Time is of the Essence. Time is of the essence of this Agreement and of each provision hereof.

14.4.14 Counterparts. This Agreement may be executed in one or more counterparts,

each of which shall be an original and all of which together shall constitute one and the same instrument.

14.4.15Action by the Parties. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the Lessor in its capacity as landlord hereunder is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the Lessor's Executive Director or by any person who shall have been designated by the Executive Director, without further approval by the Lessor Board of Directors unless the Executive Director determines in his or her discretion that such matter requires consideration by the Lessor Board.

14.4.16Non-Liability of Officials.Employees and Agents. No member, official, employee or agent of the Lessor or the City shall be personally liable to Sublessee or its successors in interest in the event of any default or breach by the Lessor or for any amount which may become due to Sublessee or the permitted successors in interest of Sublessee pursuant to this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives in the City of Pittsburg, State of California, as of the date first written above.

**PITTSBURG ARTS AND COMMUNITY FOUNDATION,
a California 501(c)(3) nonprofit Corporation**

By: _____
Executive Director

ATTEST:

REVIEWED AS TO FORM

By: _____
Board Secretary

Board Counsel

By: _____

Title: _____

2806080.3

[ATTACH EXHIBITS]

LIST OF EXHIBITS

Exhibit A	Property
Exhibit B	Master Lease
Exhibit C	Premises
Exhibit D	Common Area Maintenance Cost Categories



ENGINEERS
SURVEYORS
PLANNERS

May 13, 2010
BKF Job No.: 2010S027-50

**PROPERTY DESCRIPTION
COMMERCIAL PARCEL
(THREE-DIMENSIONAL PARCEL)**

All that certain real property in the City of Pittsburg, County of Contra Costa, State of California, and described as follows:

BEING a portion of Parcel 2 as said parcel is shown on that certain map entitled "Subdivision 9070, Black Diamond, for Condominium Purposes", filed April 28, 2006, in Book 490 of Maps at Pages 7 through 11 (490 M 7), inclusive, in the Office of the Recorder of Contra Costa County, said portion being more particularly described as follows:

BEGINNING at the most easterly corner of said Parcel 2 at the intersection of the southerly right of way line of West Sixth Street (right of way varies) with the westerly right of way line of Railroad Avenue (right of way varies) as said street and avenue are shown on said map (490 M 7); **THENCE** along said westerly right of way line South $16^{\circ}47'53''$ West 233.75 feet to the northerly right of way line of West Seventh Street (right of way varies) as said street is shown on said map (490 M 7); **THENCE** leaving said westerly right of way line westerly along said northerly right of way line North $73^{\circ}12'07''$ West 66.58 feet to the southerly prolongation of the inside face of the westerly corridor wall; **THENCE** leaving said line along said southerly prolongation and said corridor wall and its northerly prolongation, the following five (5) courses: 1) North $16^{\circ}47'53''$ East 29.63 feet; 2) South $73^{\circ}12'07''$ East 18.64 feet; 3) North $16^{\circ}47'53''$ East 174.33 feet; 4) North $73^{\circ}12'07''$ West 18.64 feet; 5) North $16^{\circ}47'53''$ East 29.79 feet to said southerly right of way line of West Sixth Street; **THENCE** easterly along the last said line South $73^{\circ}12'07''$ East 66.58 feet to the **POINT OF BEGINNING**.

Containing an area of 12,314 square feet, more or less.

The bottom plane of the vertical space contained within said parcel and easement shall be to the center of the earth.

The top plane of the vertical space contained within said parcel shall be to the bottom of the building podium level concrete slab at elevation 41.42 feet.

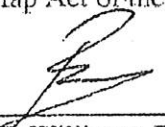
Elevations stated herein are based on Tidal Benchmark 4, a standard disk stamped "Tidal 4 1937", set in top of south end of top step in flight of steps leading to basement on north side of Post Office building at the intersection of East Fifth Street and Railroad Avenue, 27 feet east of northeastern corner of building. Elevation taken as 22.27 feet (NGVD 29).

May 13, 2010
BKF Job No.: 20105027-50
Commercial Parcel

Plats showing the above described land are attached hereto and made a part hereof as Exhibit "B".

Subject to any easements of record.

This property description has been prepared by me, or under my direction, from record information for BKF Engineers, in conformance with the requirements of the Land Surveyors' Act and shall not be utilized in any conveyance which violates the Subdivision Map Act of the State of California or local ordinances.

By: 
Barry T. Williams, P.L.S No. 6711

Dated: 5/13/10



Legal Description of Premises

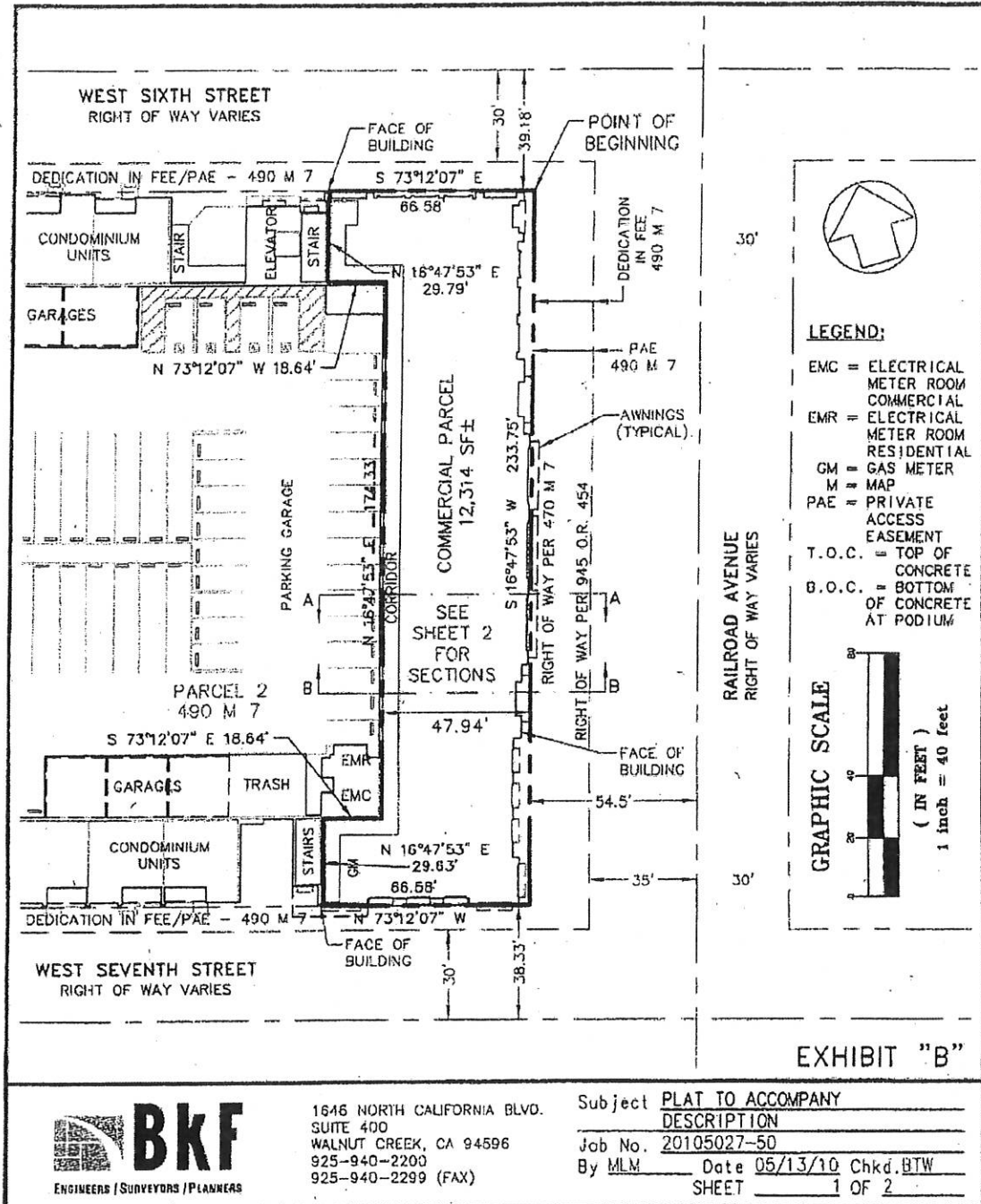


EXHIBIT B

MASTER LEASE

between

REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG

and

THE PITTSBURG ARTS AND COMMUNITY FOUNDATION

MASTER LEASE AGREEMENT

by and between

THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG

and

THE PITTSBURG ARTS AND COMMUNITY FOUNDATION

THIS MASTER LEASE (this "**Lease**"), dated as of February 7, 2011 (the "**Effective Date**"), is entered into by and between the Redevelopment Agency of the City of Pittsburg, a public entity, corporate and politic (hereinafter "**Agency**" or "**Landlord**") and the Pittsburg Arts and Community Foundation, a California 501(c)(3) non-profit corporation ("**Tenant**"). Landlord and Tenant are hereafter collectively referred to as the "**Parties**."

RECITALS

A. The Agency is a Redevelopment Agency formed, existing and exercising its powers pursuant to the provisions of the California Community Redevelopment Law, Health and Safety Code Section 33000, et seq. (the "**CRL**"), the Property is located in the Los Medanos Community Development Project Area (the "**Project Area**"), and the Project Area is governed by the redevelopment plan (as subsequently amended, the "**Redevelopment Plan**").

B. The Redevelopment Agency of the City of Pittsburg ("**Agency**") is the owner of fee title to the real property located at 610 – 690 Railroad Avenue, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**"). The Property is located in the Project Area and is governed by the Redevelopment Plan.

C. The Property is improved with a five story mixed use building (the "**Vidrio Building**") that contains retail, office, and public space.

D. The Agency desires to lease the leasable space within the Vidrio Building as more particularly described in Exhibit B, attached hereto and incorporated herein by this reference (the "**Premises**") to the Tenant, and the Tenant desires to lease the Premises from the Agency in order to accomplish the goals set forth by the CRL and the Redevelopment Plan.

E. The Property is subject to that certain Easement, Joint Maintenance and Use Agreement recorded as document number 2010-0123701-00 in the official records of Contra Costa County (the "**Easement Agreement**") attached to this Lease as Exhibit C and incorporated herein by this reference. The Easement Agreement provides for the maintenance and repair of certain improvements that are common to Tenant as leaseholder of the Premises and other owners within the Vidrio Building.

F. The Agency has determined that this Lease is consistent with the Redevelopment Plan for the Project Area, will be of benefit to the Project Area, and will be consistent with and further the goals of the CRL and the Redevelopment Plan by assisting in the elimination of blight, increasing employment opportunities in the Project Area, and providing retail services to residents of the City and the Project Area.

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

ARTICLE I

DEMISE OF PREMISES

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

- (a) **"Applicable Laws"** is defined in Section 6.7.
- (b) **"Rent"** is defined in Section 3.3.
- (c) **"Claims"** is defined in Section 4.2.
- (d) **"Force Majeure"** is defined in Section 13.1.
- (e) **"Hazardous Materials"** is defined in Section 7.4.1.
- (f) **"Hazardous Materials Claims"** is defined in Section 7.1.
- (g) **"Hazardous Materials Laws"** is defined in Section 7.4.2.
- (h) **"Impositions"** is defined in Section 4.1.
- (i) **"Improvements"** is defined in Section 5.1.
- (j) **"Indemnitees"** is defined in Section 4.2.
- (k) **"Lease Termination"** is defined in Section 2.1.
- (l) **"Premises"** is defined in Exhibit B.
- (m) **"Property"** is defined in Exhibit A.
- (n) **"Term"** is defined in Section 2.1.

1.2. Creation of Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term (as defined in Section 2.1 below) on the terms and conditions set forth in this Lease.

1.3. Condition of Title. Landlord leases the Premises to Tenant subject to all easements, covenants, conditions, restrictions and other title matters of record existing as of the Effective Date, and all matters that would be apparent from an inspection of the Premises on the Effective Date.

1.4. Condition of Premises. The Tenant will lease the Premises in its "AS IS" condition as such condition exists as of the Commencement Date. The Tenant acknowledges that except as expressly set forth herein, the Agency makes no representations or warranties expressed or implied regarding the condition of the Property or the fitness or suitability thereof for the Tenant's purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Property shall affect the rights of the Tenant or the Agency hereunder. The Tenant shall rely solely on its own independent investigation and judgment as to all matters relating to the Property. The Tenant acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Tenant deemed necessary to determine the condition of the Property, and has approved all such characteristics and conditions and shall lease the Premises in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. The Tenant further acknowledges that the Agency has made available all data and information on the Property available to the Tenant, but without warranty or representation by the Agency as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Lease.

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

ARTICLE II

TERM OF LEASE

2.1 Term. The term of this Lease (the "**Term**") commences the Effective Date and expires on December 31, 2021. The expiration or sooner termination of the Term shall be referred to as "**Lease Termination.**"

2.2 Option to Extend Term. Tenant has two (2) options to extend the Term for an additional ten (10) years (the "**Options**") each upon the same terms and conditions set forth herein. Tenant shall exercise the Options by delivering written notice of exercise to Landlord by no later than ninety (90) days prior to the expiration of the then-current Term. Landlord has the sole right to approve or deny options to extend this Lease. Upon expiration of the Redevelopment Plan, if the Agency owns the Property and this Agreement is outstanding, the Agency shall take all steps necessary to validly and legally assign this Lease to the City.

2.3 Surrender. Upon the expiration or earlier termination of this Lease, or upon the exercise by Landlord of Landlord's right to reenter the Premises without terminating this Lease, Tenant shall surrender the Premises in good condition and repair except for (a) ordinary wear and tear and (b) casualty covered by Article IX and Section 13.1.

ARTICLE III

RENT; MONETARY OBLIGATIONS

3.1 Rent. Commencing on the Effective Date and continuing annually thereafter on January 1 of each year, Tenant shall pay to Landlord as rent for the Premises, the sum of One Dollar (\$1.00) per year ("**Base Rent**"). All Base Rent should be paid to the Landlord in lawful money of the United States at the

place to which notices are to be delivered pursuant to Section 13.5.3, unless Landlord designates a different address in writing to the Tenant. If the Term is extended in accordance with Section 2.2, the Parties shall enter into an amendment to this Agreement in order to establish Base Rent for lease of the Premises during such extended Term.

3.2 Additional Rent. Tenant also agrees to pay as rent all sums, including but not limited to, Impositions (as defined in Section 4.1), all amounts owing under the Easement Agreement, and all other costs, expenses, and other payments which Tenant in any of the provisions of this Lease assumes or agrees to pay (collectively, "**Additional Rent**"). If Tenant fails to pay timely any Additional Rent, Landlord has (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law in the case of non-payment of rent, subject to the terms and conditions of this Lease.

3.3 Definition of Rent. The Base Rent payable pursuant to Section 3.1 and Additional Rent payable pursuant to Section 3.2 shall be collectively referred to as "**Rent**" under this Lease.

3.4 Triple Net Lease. This is a triple net lease to the Agency. It is the intent of the Parties that the Rent shall be an absolutely net return to the Agency and that the Tenant shall pay all costs and expenses relating to the Premises of any kind or nature whatsoever. Such costs and expenses shall include, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Premises; real property taxes; rent taxes; gross receipt taxes (whether assessed against the Agency or assessed against the Tenant and collected by the Agency, or both); water and sewer charges; insurance premiums; utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; janitorial services; labor; air-conditioning and heating; maintenance and repair costs and service contracts; costs of licenses, permits and inspections; and all other costs and expenses paid or incurred with respect to the Premises.

ARTICLE IV

TAXES, ASSESSMENTS AND OTHER CHARGES

4.1 Impositions. Throughout the Term, the Tenant shall pay prior to delinquency, all real property taxes, possessory interest taxes, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Premises or part thereof, including, but not limited to (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes, and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon (a) the Premises or any part thereof or any personal property, equipment or other facility used in the operation thereof, (b) the rent or income received by the Tenant from subtenants or licensees, if any, (c) any use or occupancy of the Premises or part thereof, or (d) this transaction or any document to which the Tenant is a party creating or transferring an estate or interest in the Premises or part thereof. All of the foregoing are hereinafter referred to as "**Impositions**."

4.1.1 Installments. If by law any Imposition is payable, or may at the option of the taxpayer be paid in installments (whether or not interest accrues on the unpaid balance of such Imposition), the Tenant may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become due and before any fine or penalty may be added thereto

for the nonpayment of any such installment and interest. Any Impositions relating to tax years that are only partially included in the Term of this Lease will be prorated between the Tenant and the Landlord.

4.1.2 Evidence of Payment. Upon request by the Landlord, the Tenant shall furnish, in a form satisfactory to the Landlord, evidence of payment prior to delinquency of all Impositions payable by the Tenant.

4.1.3 Audit. Tenant has the right to audit the Landlord in relation to all costs and expenses that pass through the Landlord and are charged to the Tenant. Tenant must request such audit in writing. The Landlord shall turn over copies of its books and records within 30 days of receiving an audit request from Tenant, or arrange a time for Tenant to review the original books and records during such time that the Landlord is regularly open for business.

4.2 Tenant Right to Contest. The Tenant has the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending the Tenant's covenant to pay any such Imposition at the time and in the manner required by law. Any such contest shall be conducted in accordance with and subject to the requirements of all Applicable Laws and otherwise in a manner that does not subject the Landlord's title to the Premises to foreclosure or forfeiture. The Tenant shall indemnify, defend, and hold the Landlord and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the "**Indemnitees**") harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "**Claims**") arising as a result of or in connection with any such contest brought by the Tenant. During any contest of an Imposition, the Tenant shall (by payment of disputed sums, if necessary) prevent any advertisement of tax sale, foreclosure of, or any divesting of the Landlord's title, reversion or other interest in the Property or the Premises. Upon final determination of the amount or validity of any Imposition contested pursuant to this Section 4.2, the Tenant shall immediately pay such Imposition and all costs and expenses relating to such challenge.

4.3 Tenant Duty to File. The Tenant shall have the duty of making or filing any declaration, statement or report which may be necessary or advisable in connection with the determination, equalization, reduction or payment of any Imposition which is or which may become payable by the Tenant under the provisions of this Article IV, and shall notify the Landlord in writing upon making such filing, declaration, statement or report, and the Landlord shall not be responsible for the contents of any such declaration, statement or report; provided however, the Landlord shall cooperate with the Tenant in connection with the foregoing, including joinder in any application pertaining thereto to the extent required under Applicable Law, all at no cost to the Landlord.

ARTICLE V

ALTERATIONS AND NEW CONSTRUCTION

5.1 Changes and Alterations. During the Term of this Lease, the Tenant shall not make any alteration or addition to the Premises (collectively, the "**Improvements**") that would materially alter the function or exterior appearance of the Premises without the prior written consent of the Landlord. All

alterations and additions shall be made at the sole cost and expense of the Tenant and shall comply with all of the following:

(a) The change or alteration shall not materially impair the value or structural integrity of the Improvements.

(b) The change or alteration shall be for a use which is permitted hereunder.

(c) No change, alteration or addition shall be undertaken until Tenant shall have obtained and paid for, so far as the same may be required from time to time, all required permits and authorizations of any federal, state or local government or departments or subdivisions of any of them, having jurisdiction.

(d) Any change, alteration or addition shall be made in a good and workmanlike manner and in accordance with all applicable permits and all Applicable Laws.

(e) During the period of initial construction of the Improvements or the construction of any change, alteration or addition in, to or of, the Improvements, new construction or any restoration, Tenant shall comply with the insurance requirements set forth in Article VIII, which policy or policies by endorsement thereto, if not then covered, shall also insure any change, alteration or addition or new construction, including all materials and equipment incorporated in, on or about the Improvements or the Property

(f) Prior to commencement of any construction, change, alteration or repair Tenant shall deliver to Agency not later than ten (10) business days written notice of the proposed work and a general description of the proposed work. Such work shall not proceed until Landlord has approved (which approval shall not be unreasonably withheld or delayed) in writing:

(i) Tenant's contractor;

(ii) The amount and coverage of public liability and property damage insurance, with Landlord named as an additional insured, carried by the Tenant's contractor;

(iii) Complete and detailed plans and specifications for such work, and;

(iv) A schedule for the work.

5.2 No Right to Demolish. Notwithstanding any other provisions of this Article V, Tenant shall have no right to demolish any Improvement, once built, without prior written consent of Agency.

5.3 Fixtures. Tenant shall have the right to place and install personal property, such as trade fixtures, equipment and other temporary installments in and upon the Premises. Tenant shall have the right to remove all personal property during the term of this Lease provided that all damage to the Premises caused by such removal is repaired by the Tenant at the Tenant's expense.

5.4 Indemnity. Tenant agrees to indemnify, defend and hold Landlord harmless for any work performed, including consequential damages, which is not performed in accordance with applicable law or the provisions of this Lease.

ARTICLE VI

USE OF THE PREMISES; UTILITIES; MAINTENANCE; COMPLIANCE WITH LAWS

6.1 Use of Premises

6.1.1 Permitted Uses. It is agreed that the Premises may be used only for improving the quality of life in Pittsburg, California, for public purposes, or for commercial purposes consistent with the Tenant's organizational goals. Tenant acknowledges and agrees that the success of this Premises to reach this goal is dependant upon Tenant using good faith discretion in the subleasing of the Premises to any subtenants. Tenant shall obtain and keep in effect all licenses and entitlements required for this use of the Premises and shall comply with all terms and conditions of said licenses and entitlements.

6.1.2 Parking. Tenant shall have the nonexclusive use, in common with the Landlord, of the non-reserved common automobile parking areas and driveways. Tenant agrees to cause Tenant and its employees to park their automobiles in accordance with Landlord's parking rules and regulations as established from time to time.

6.1.3 Signs. At Tenant's sole expense, Tenant may install exterior signs, which comply with state and local law, on the Premises.

6.1.4 Prohibited Uses. Tenant shall not use the Premises for or carry on or permit in or upon the Premises, or any part thereof, any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance, or anything against public policy, or interfere with the business of any other tenants or occupants in the Property, or permit any going-out-of-business, auction, liquidation, fire or bankruptcy sale to be held or conducted in and about the Premises. Tenant agrees not to cause, permit or suffer any waste, damage disfigurement or injury to the Premises, to the fixtures or equipment thereon, or to the Common Areas, not to permit or suffer any overloading of the floor of the Premises or other parts of the Property. Tenant shall not use the Premises for washing clothes or cooking, and nothing shall be prepared, manufactured or mixed in the Premises which emits any odor into the Property. No secondhand store shall be conducted on the Premises. The prohibition against washing clothes and cooking as provided in the paragraph shall not be applicable to tenants or occupants whose business is that of a restaurant or other food service business.

6.1.5 Electrical Equipment. Tenant shall not install, operate or maintain in the Premises any electrical equipment which does not bear the Underwriters Laboratory approval, or which equipment would overload any portion of the electrical system of the Property in Landlord's sole determination.

6.1.6 Nuisance. Tenant shall not do or permit anything to be done in or about the Premises which shall in any way obstruct or interfere with the operation of the Property or Common Area or with the rights of other tenants or occupants of the Property or Common Areas or injure, disturb or annoy other tenants or occupants of the Property of Common Areas.

6.1.7 Access by Landlord. Landlord reserves the right for Landlord and Landlord's Authorized Representatives to enter the Premises at any reasonable time: (a) to inspect the Premises; (b) to supply services to be provided by Landlord to Tenant under this Lease; (c) to show the Premises to prospective lenders, purchasers or tenants; (d) to alter, improve, maintain or repair the Premises or any

portion of the Property; (e) to install, maintain, repair, replace or relocate any pipe, duct, conduit, wire or equipment serving other portions of the Property but located in the ceiling, wall or floor of the Premises; (f) to determine whether Tenant is complying with Tenant's obligations hereunder; (g) to perform any other obligation of Tenant after Tenant's failure to perform same; or (h) upon default by Tenant under this Lease. If Landlord enters the Premises for the purposes set forth in items (b), (d), (e) or (g) of the preceding sentence, Landlord may erect scaffolding and store tools, materials, and equipment in the Premises when required by the character of the work to be performed. Landlord shall not unreasonably interfere with Tenant's business at the Premises in exercising its rights under this Section 6.1.7, unless an emergency situation exists.

6.2 Nondiscrimination. Tenant hereby covenants by and for itself and its successors and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises nor shall Tenant or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Premises.

6.3. Utilities. The Premises shall have separate meters for measuring the amounts of gas and electricity furnished to the Premises. Tenant shall promptly pay all charges for heat, gas, electricity, telephone, air conditioning, ventilating, and any other utilities and/or materials used or consumed on the Premises. Tenant shall arrange for the provision of such services and shall make payment therefore directly to the public utility or other company providing such services.

6.3.1 Interruption of Utilities. Landlord shall not be liable to Tenant in damages or otherwise: (i) if any utility becomes unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility; or (ii) for any disruption in any utility service caused by the making of any repairs or improvements or by any cause beyond Landlord's reasonable control, and such interruption shall not constitute a termination of this Lease, or an eviction of Tenant, and/or give Tenant the right to reduce or abate Rent.

6.4 Maintenance, Repairs and Inspection of the Premises.

6.4.1 Tenant's Maintenance and Repairs Obligations. At the Tenant's sole cost and expense throughout the Term, the Tenant shall operate, maintain, repair and manage the Premises including all landscaping and Improvements thereon in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. The Tenant shall ensure that the Premises is served by adequate lighting in accordance with applicable building codes. The Tenant shall promptly, at the Tenant's own cost and expense, make all necessary repairs, including replacements or renewals when necessary, and all such repairs shall be at least equal in quality to the original work, reasonable wear and tear accepted. The Tenant shall keep and maintain all portions of the Premises in a clean and orderly condition, free of accumulation of dirt, rubbish, and graffiti. If Tenant so chooses, Tenant shall be responsible for arranging and payment for the provision of janitorial services to the Premises. All repairs by Tenant shall be completed by contractors approved by Landlord. Any replacements required of Tenant shall be made

with equipment and/or materials equal to the specification and quality of the original. The Tenant's failure to maintain the Premises in accordance with this Lease shall, in the Landlord's discretion, be grounds for termination of this Lease pursuant to Article XII.

6.4.2 Inspection. At any time during the Term, with not less than three (3) days notice and during normal business hours, the Landlord may conduct interior and/or exterior inspections of the Premises to confirm that it is being properly maintained as required by this Lease. Following its inspection, the Landlord may deliver to the Tenant written notification of any portions of the Premises which the Landlord has determined are not being properly maintained, and the Tenant shall promptly prepare and deliver to the Landlord the Tenant's proposed plan for remedying the indicated deficiencies. The Tenant's failure to deliver a remedial plan and to complete remedial work within a reasonable time as determined by the Landlord in its reasonable discretion shall be a default under this Lease. Landlord's failure to deliver, following any Landlord's inspection, any notice of deficiency to Tenant, shall not be a waiver of any default by Tenant under this Article. The Tenant shall defend, indemnify and hold the Indemnitees harmless from and against any and all Claims arising out of the Tenant's failure to fully and timely fulfill its obligations to maintain and repair the Premises as required hereunder.

6.5 Landlord's Right to Perform Tenant Obligations. If following notice and the expiration of any applicable cure period as set forth in Section 12.2, the Tenant fails to perform its obligations to maintain the Premises in accordance with the standards set forth in this Lease, the Landlord shall have the right, but not the obligation, to perform such work upon delivery of written notice to the Tenant, and the Tenant shall reimburse the Landlord for all expenditures the Landlord incurs in connection with such work. The Landlord's election to undertake such obligation shall not operate as a waiver of any other right or remedy the Landlord may have pursuant to this Lease.

6.6 Landlord Not Obligated to Perform Repairs. Notwithstanding any contrary provision in this Lease, the Landlord shall not be obligated to make any repairs, alterations, additions, improvements or betterments to the Premises caused by Tenant during the term of this Lease nor shall the Landlord be obligated to maintain or operate the Premises.

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

The Tenant shall not use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property or the Premises which would result in a nuisance or a violation of law. The Tenant shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property or the Premises which would result in a nuisance or a violation of law.

6.8 Tenant Right to Contest. The Tenant shall have the right to contest by appropriate proceedings, in the name of the Tenant, and without cost or expense to the Landlord, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge or liability against the Premises or Tenant's interest therein, and without subjecting the Tenant or the Landlord to any liability, civil or criminal, for failure so to comply therewith, the Tenant may delay compliance therewith until the final determination of such proceeding. The Tenant shall indemnify, defend, protect and hold the Indemnitees harmless from and against all Claims arising in connection with any such contest brought by the Tenant. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Lease.

ARTICLE VII

ENVIRONMENTAL MATTERS

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

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

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

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

(d) Without the Agency's prior written consent, which shall not be unreasonably withheld, the Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Premises or the Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the Agency agrees to provide its

consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.

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

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

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

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

As such relates to this Section 7.2, the Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.



Tenant Initials

7.3 Environmental Indemnity. The Tenant shall indemnify, defend (with counsel reasonably acceptable to the Agency) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence,

release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Premises during the Term, (ii) the failure of the Tenant, the Tenant's employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws, or (iii) the breach by the Tenant of any of its covenants contained in this Article VII. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Premises or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 7.3 shall survive the expiration or earlier termination of this Lease.

7.4 Definitions.

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

7.4.2 Hazardous Materials Laws. As used in this Lease "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 7.4.1, as any of the foregoing may be amended from time to time.

ARTICLE VIII

INDEMNITY AND INSURANCE

8.1 Indemnity. To the fullest extent allowed by law, the Tenant shall indemnify, defend and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Premises, (ii) any

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

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

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

(b) Workers' compensation insurance that complies with the statutory requirements of the State of California.

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

Upon Agency's request, Tenant shall furnish Agency with certificates of insurance evidencing the required insurance coverage. Any third party certificates shall contain a statement of obligation on the part of the carrier to notify Agency and Tenant of any cancellation, termination or nonrenewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or nonrenewal.

ARTICLE IX

DAMAGE AND DESTRUCTION

9.1 Damage or Destruction. In the event of any damage to or destruction of the Premises during the Term, the Agency shall elect by written notice delivered to Tenant within sixty (60) days following the date of the occurrence of the damage to either remove the Premises or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the Agency elects to restore the Premises, the Agency shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance

proceeds are made available for such work. If the Agency elects to restore the Premises, the Agency shall confer with the Tenant regarding the design and plans for such restoration of the Premises. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the Agency pursuant to this Lease. If the Agency does not elect to restore the Premises and the Agency does not exercise its right to terminate this Lease within 120 days following the date of the occurrence of the damage, then at the Agency's option this Lease shall terminate upon delivery of written notice to the Tenant.

9.2 Rent Abatement. In the event of any material damage to or destruction of the Premises during the Term, the Agency will abate Rent to the extent that Tenant is prevented from occupying the Premises, or any portion thereof, for the uses authorized in this Lease.

9.3 Notice Required. In the event of material damage to or destruction of the Premises, or any part thereof, the Tenant shall promptly give the Agency notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article IX, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars (\$50,000).

9.4 Agency's Right to Terminate. Notwithstanding any contrary provision of this Article IX, the Agency shall have the option to terminate this Lease and be relieved of the obligation to restore the Premises where all or substantially all of the Premises are substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by the Tenant and/or the Agency nor required to be insured against by the Tenant and/or the Agency under this Lease.

ARTICLE X

CITY'S RIGHT TO PERFORM TENANT'S COVENANTS

10.1 If the Tenant shall at any time fail to pay any Imposition or other charge payable by the Tenant to a third party as required by this Lease, or to comply with the requirements set forth in Section 8.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Lease, then the Agency, after thirty (30) days' written notice to the Tenant and without waiving or releasing the Tenant from any obligation of the Tenant hereunder, may (but shall not be required to): (i) pay such Imposition or other charge payable by the Tenant; (ii) pay for and maintain the insurance policies required pursuant to this Lease, or (iii) make such other payment or perform such other act on the Tenant's part to be made or performed under this Lease; and the Agency may enter upon the Premises for such purpose and take all such action thereon as may be reasonably necessary therefor.

ARTICLE XI

ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND ATTORNMENT

11.1 Subletting Permitted.

11.1.1 Tenant may sublease all or a portion of the Premises or Improvements provided that the following requirements are met:

(a) The contemplated use of the Premises by sublessee does not conflict with the permitted uses described in Section 6.1 or any Applicable Laws;

(b) The proposed assignee or subtenant is permitted use for the Premises;

(c) The proposed subletting would not breach any covenant of the Tenant in this Lease; and

(d) The proposed subletting does not require any change or changes to the provisions of this Lease.

11.1.2 Form of Sublease

The Tenant shall use a form of sublease approved by the Agency. The form of sublease will comply with all requirements of this Lease and will, among other matters:

(a) be for a term of not less than one year, unless by mutual agreement between the Agency and the Tenant;

(b) include the following nondiscrimination language. "Tenant hereby covenants by and for itself and its successors and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises nor shall Tenant or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the Premises."

11.2 Restrictions on Transfer, Assignment; Landlord's Election to Terminate Lease. The Tenant shall not sell or assign its leasehold interest hereunder or any portion of its interest in the Premises or Improvements, voluntarily, involuntarily, by operation of law or otherwise without the Agency's prior written consent, which shall not be unreasonably withheld. No voluntary or involuntary assignee of the Tenant shall acquire rights or powers under this Lease absent such consent.

Tenant shall Landlord may elect to terminate this Lease in the event of a proposed assignment of this Lease. If Landlord elects to terminate this Lease or any portion thereof, Tenant shall surrender possession of the Premises, or the portion thereof which is the subject of the termination, as the case may be, on the date set forth in such notice in accordance with the provisions of this lease relating to surrender of the Premises at the expiration of the Term. If this Lease is terminated as to a portion of the Premises only, Rent after the date of termination shall be reduced on a pro rata basis, as determined by Landlord. After any such termination, Landlord may directly lease the Premises to any party, including, without limitation, any party with whom Tenant previously discussed an assignment.

11.3 Documentation and Expenses. Any sublease or any assignment, conveyance or transfer to which Landlord has consented to in writing ("**Permitted Transfers**") shall be evidenced by an instrument

in writing and executed by Tenant and the transferee. Notwithstanding any permitted subletting, Tenant and any guarantors shall remain fully liable to perform its and/or their obligations under this Lease. Tenant shall, on demand of Landlord, reimburse Landlord for Landlord's administrative fees and Landlord's reasonable legal fees incurred by Landlord in obtaining advice and preparing documentation in connection with any proposed Transfer, whether or not Landlord's consent is given.

11.3 Vacancies. The Tenant shall use all reasonable efforts to ensure that the Premises is fully occupied at all times during the Term.

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

Any involuntary transfer described in this Section 11.4 shall constitute an Event of Default under this Lease by the Tenant, and the Agency shall have the right to terminate this Lease pursuant to Article XII as a result of any such transfer taking place, in which case this Lease shall not be treated as an asset of the Tenant.

11.5 Assumption Agreement and Release. No Permitted Transfer shall be effective until any curable default hereunder shall have been cured and there shall have been delivered to the Agency an assumption agreement, executed by the transferor and the proposed transferee, whereby such transferee expressly assumes such obligations as arise and/or accrue at any time after such Permitted Transfer takes place; and whereby such transferee assumes liability for the obligations of this Lease.

11.6 Nondisturbance. Provided that the Tenant is not in default under this Lease, the Tenant's possession, use and enjoyment of the Premises shall not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of the Agency, or any exercise of any remedies under this Lease. The Tenant shall also ensure that its possession, uses and enjoyment of the Premises does not interfere with, disturb or diminish or otherwise affect in any manner any other tenants or subtenants in the Property.

ARTICLE XII

DEFAULT; REMEDIES; TERMINATION

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

(a) Monetary Obligation. Tenant at any time is in default hereunder as to any monetary obligation required by this Lease, and such default continues for thirty (30) days after Tenant receives Notice of Breach (as defined in Section 12.2.1);

(b) Insurance. Tenant fails to obtain and maintain any policy of insurance required pursuant to this Lease, and Tenant fails to cure such default within ten (10) days following receipt of Notice of Breach;

(c) Abandonment. Tenant abandons or ceases to use the Property or Premises in accordance with Section 1951.3 of the California Civil Code except when prevented by Force Majeure;

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

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

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

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

(h) Nonmonetary Obligations. Tenant is in default in any other of its promises, covenants or agreements contained in this Lease, and such default shall continue for thirty (30) days after Tenant receives Notice of Breach specifying the particulars of such default, unless Tenant commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith;

12.2 Notice and Opportunity to Cure.

12.2.1 Notice of Breach. Unless expressly provided otherwise in this Lease, no breach by a party shall be deemed to have occurred under this Lease unless another party first delivers to the nonperforming party a written request to perform or remedy (the "**Notice of Breach**"), stating clearly the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

12.2.2 Failure to Give Notice of Breach. Failure to give, or delay in giving, Notice of Breach shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. Except as otherwise expressly provided in this Lease, any failure or delay by either party in

asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

12.3 Remedies Upon Default.

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

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

12.3.3 Agency Right to Continue Lease. In the event of any default under this Lease by the Tenant (and regardless of whether or not the Tenant has abandoned the Premises), this Lease will not terminate (except by an exercise of the Agency's right to terminate under this Section 12.3) unless the Agency makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the Tenant's right to possession. For so long as this Lease continues in effect, the Agency may enforce all of the Agency's rights and remedies under this Lease, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Lease, the following shall not constitute termination of the Tenant's right to possession: (a) acts of maintenance or preservation or efforts to relet the Premises; or (b) the appointment of a receiver upon initiative of the Agency to protect the Agency's interest under this Lease.

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

12.3.5 Right to Receiver. Following the occurrence of an Event of Default, if the Tenant fails after receipt of a Notice of Default to cure the default within the time period set forth in this Lease, the Agency, at its option, may have a receiver appointed to take possession of the Tenant's interest in the Premises with power in the receiver (a) to administer the Tenant's interest in the Premises, (b) to collect all

funds available in connection with the operation of the Premises, and (c) to perform all other acts consistent with the Tenant's obligations under this Lease, as the court deems proper.

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

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

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

ARTICLE XIII

GENERAL PROVISIONS

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

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

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

13.4 Representations of Agency and Tenant.

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

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

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

13.4.2 Representations of the Agency. Agency hereby represents and warrants that all of the following are true and correct as of the Effective Date:

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

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

13.5 Miscellaneous.

13.5.1 Holding Over. Neither Tenant nor any of the Tenant's subtenants shall be entitled to any hold over rights. If Tenant or any subtenant remains in possession of the Premises after the expiration or termination of this Lease, without Landlord's consent, such Tenant and/or subtenant shall be deemed to be trespassing and Landlord shall have the right to seek such Tenant's or subtenant's immediate ejectment from the Premises in accordance with State law.

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

13.5.3 Notices. Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by registered mail or certified United States mail, postage prepaid, addressed as set forth below, or to such other address as a Party may designate in writing for the purpose of receiving notices:

to Landlord at: The Redevelopment Agency of the City of Pittsburg
Attn: Executive Director
65 Civic Avenue
Pittsburg, CA 94565
Phone: (925) 252-4850
Fax: (925) 252-4851

to Tenant at: Pittsburg Arts and Community Foundation
Attn: Executive Director
51 Marina Blvd.
Pittsburg, CA 94565
Phone: (925) 252-4850
Fax: (925) 252-4851

Such notice shall be deemed to be received within forty-eight (48) hours from the time of mailing, if mailed as provided for in this Section 13.5.3.

13.5.4 Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions.

13.5.5 Legal Effect. Although this Lease has attempted to express the rights and duties of the Parties in simple language understandable to a layman, Tenant understands that this Lease will be treated as a formal legal instrument and will be binding on all persons having any future dealings with the Premises. If more than one copy is signed, all copies will be equally effective. If more than one person is named as Tenant, Landlord may hold any such person legally responsible for all of the obligations of Tenant under this Lease.

13.5.6 No Third Party Beneficiaries. Nothing contained in this Lease is intended by the Parties, nor shall any provision of this Lease be deemed or construed by the Parties or by any third person, to be for the benefit of any third party, nor shall any third party have any right to enforce any provision of this Lease or be entitled to damages for any breach by the Parties of any of the provisions of this Lease.

13.5.7 Not Construed Against Drafter. No Party shall be deemed to be the drafter of this Lease, or of any particular provision or provisions, and no part of this Lease shall be construed against any Party on the basis that the particular Party is the drafter of any part of this Lease.

13.5.8 Non-Liability of Officials, Employees, and Agents. No member, official, employee or agent of Landlord or Agency shall be personally liable in the event of any default or breach hereunder by either Party.

13.5.9 Essence of Time. Time is of the essence for every provision, covenant and condition of this Lease.

13.5.10 Severability. The determination by a court of competent jurisdiction that a provision of this Lease is illegal or unenforceable shall not affect any other provision of this Lease.

13.5.11 Entire Agreement. This Lease contains all the agreements of the Parties and supersedes all prior negotiations. There have been no representations by Landlord or understandings made between Landlord and Tenant other than those set forth in this Lease.

13.5.12 Amendment. This Lease may only be modified or amended by a written instrument duly executed by the Parties.

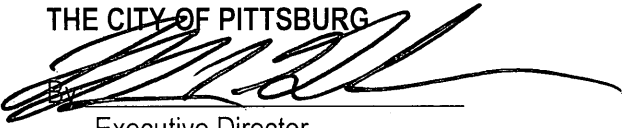
13.5.13 Captions; Construction. The section headings and captions used in this Lease are solely for convenience and shall not be used to interpret this Lease. The Parties acknowledge that this Lease is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Lease with the advice of counsel, this Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

13.5.14 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

13.5.15 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, Tenant and Agency have entered into this Lease as of the Effective Date.

LANDLORD:
REDEVELOPMENT AGENCY OF
THE CITY OF PITTSBURG


Executive Director

TENANT:
PITTSBURG ARTS AND COMMUNITY
FOUNDATION


By: _____

ATTEST:


Agency Secretary

APPROVED AS TO FORM:

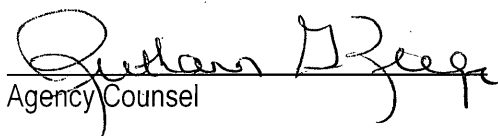

Agency Counsel

Exhibit A
Legal Description of Property



**ENGINEERS
SURVEYORS
PLANNERS**

May 13, 2010
BKF Job No.: 20105027-50

**PROPERTY DESCRIPTION
COMMERCIAL PARCEL
(THREE-DIMENSIONAL PARCEL)**

All that certain real property in the City of Pittsburg, County of Contra Costa, State of California, and described as follows:

BEING a portion of Parcel 2 as said parcel is shown on that certain map entitled "Subdivision 9070, Black Diamond, for Condominium Purposes", filed April 28, 2006, in Book 490 of Maps at Pages 7 through 11 (490 M 7), inclusive, in the Office of the Recorder of Contra Costa County, said portion being more particularly described as follows:

BEGINNING at the most easterly corner of said Parcel 2 at the intersection of the southerly right of way line of West Sixth Street (right of way varies) with the westerly right of way line of Railroad Avenue (right of way varies) as said street and avenue are shown on said map (490 M 7); **THENCE** along said westerly right of way line South $16^{\circ}47'53''$ West 233.75 feet to the northerly right of way line of West Seventh Street (right of way varies) as said street is shown on said map (490 M 7); **THENCE** leaving said westerly right of way line westerly along said northerly right of way line North $73^{\circ}12'07''$ West 66.58 feet to the southerly prolongation of the inside face of the westerly corridor wall; **THENCE** leaving said line along said southerly prolongation and said corridor wall and its northerly prolongation, the following five (5) courses: 1) North $16^{\circ}47'53''$ East 29.63 feet; 2) South $73^{\circ}12'07''$ East 18.64 feet; 3) North $16^{\circ}47'53''$ East 174.33 feet; 4) North $73^{\circ}12'07''$ West 18.64 feet; 5) North $16^{\circ}47'53''$ East 29.79 feet to said southerly right of way line of West Sixth Street; **THENCE** easterly along the last said line South $73^{\circ}12'07''$ East 66.58 feet to the **POINT OF BEGINNING**.

Containing an area of 12,314 square feet, more or less.

The bottom plane of the vertical space contained within said parcel and easement shall be to the center of the earth.

The top plane of the vertical space contained within said parcel shall be to the bottom of the building podium level concrete slab at elevation 41.42 feet.

Elevations stated herein are based on Tidal Benchmark 4, a standard disk stamped "Tidal 4 1937", set in top of south end of top step in flight of steps leading to basement on north side of Post Office building at the intersection of East Fifth Street and Railroad Avenue, 27 feet east of northeastern corner of building. Elevation taken as 22.27 feet (NGVD 29).

Exhibit "A"
Page 1 of 2

May 13, 2010
BKF Job No.: 20105027-50
Commercial Parcel

Plats showing the above described land are attached hereto and made a part hereof as Exhibit "B".

Subject to any easements of record.

This property description has been prepared by me, or under my direction, from record information for BKF Engineers, in conformance with the requirements of the Land Surveyors' Act and shall not be utilized in any conveyance which violates the Subdivision Map Act of the State of California or local ordinances.

By: _____

Barry T. Williams, P.L.S No.6711

Dated: _____

5/13/10

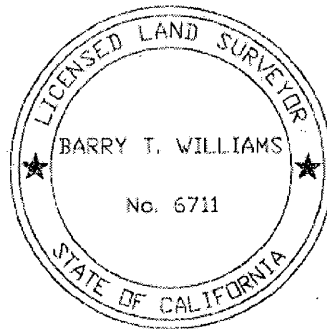


Exhibit B
Legal Description of Premises

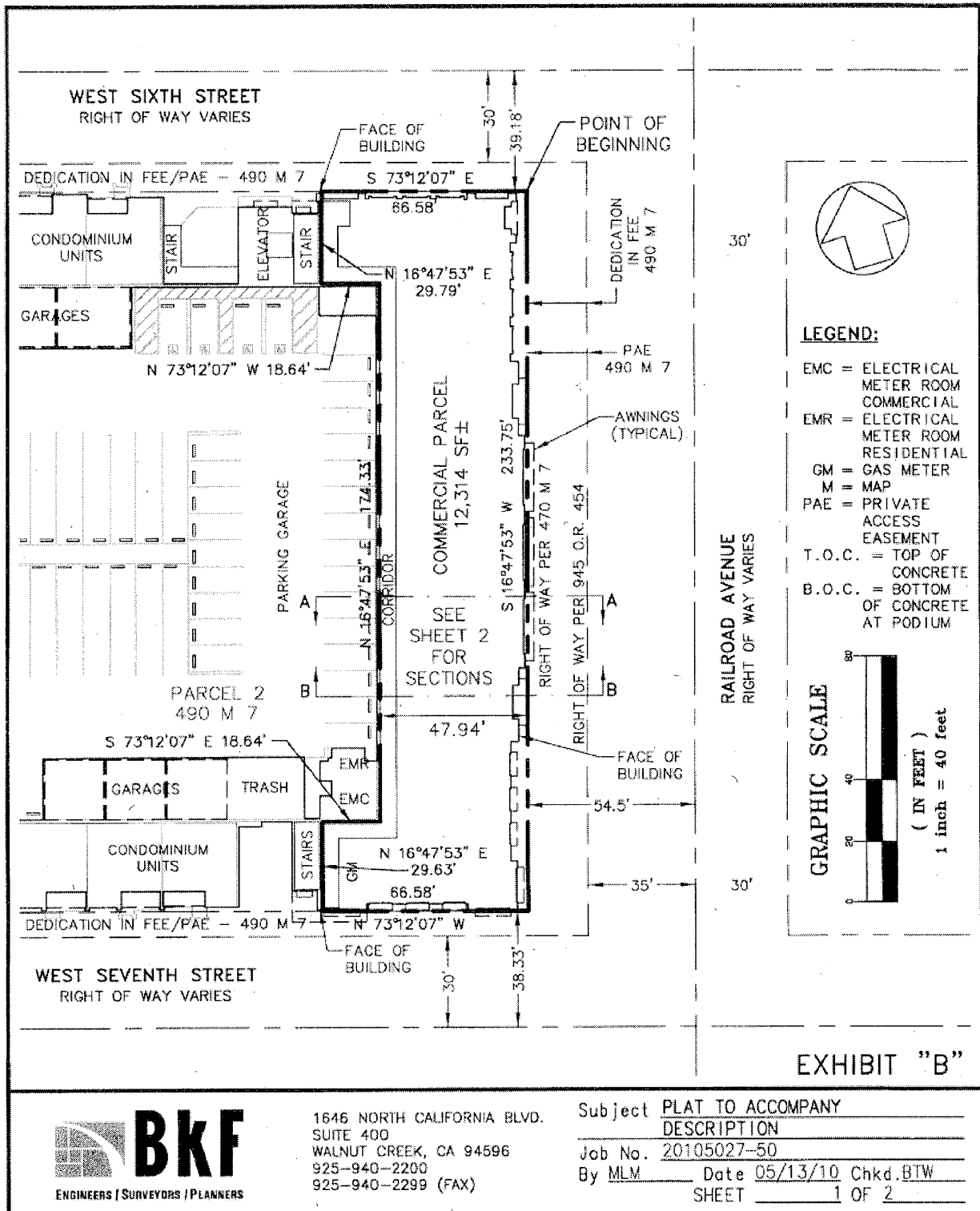




Exhibit C

Easement, Joint Maintenance and Use Agreement
(see document in the following 47 pages)

Exhibit C

Easement, Joint Maintenance and Use Agreement
(see document in the following 47 pages)

#2216803

RECORDED AT THE REQUEST OF:
First American Title

WHEN RECORDED RETURN TO:

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



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2010-0123701-00

Acct 17-First American Title-New Homes

Tuesday, JUN 22, 2010 08:00:00

FRE \$0.00::

Ttl Pd \$0.00

Nbr-0000506118

dar/R2/1-47

EASEMENT, JOINT MAINTENANCE AND USE AGREEMENT

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

INDEX

EASEMENT, JOINT MAINTENANCE AND USE AGREEMENT

I	RECITALS AND APPLICABILITY	1
1.1	FACTS	1
1.1.1	Property Owned By Declarant	1
1.1.2	Purpose of Agreement	1
1.2	APPLICABILITY	1
1.3	RESIDENTIAL CONDOMINIUMS IN PROXIMITY TO COMMERCIAL USES	1
II	DEFINITIONS	2
2.1	AGREEMENT	2
2.2	BUDGET	2
2.3	BUILDING B	2
2.4	BUILDING B RESIDENTIAL UNITS	2
2.5	CITY	2
2.6	COMMERCIAL ASSOCIATION	2
2.7	COMMERCIAL DECLARATION	2
2.8	COMMERCIAL OWNER	2
2.9	COMMERCIAL PARCEL	2
2.10	COMMON IMPROVEMENTS	3
2.10.1	Common Structural Improvements	3
2.10.2	Common Perimeter Improvements	3
2.10.3	Common Service Improvements	3
2.10.4	Common Fire Service Improvements	3
2.11	COMMON UTILITY EASEMENT AREA	3
2.12	COUNTY	3
2.13	DECLARANT	3
2.14	DISPUTE RESOLUTION AGREEMENT AND PROCEDURES	3
2.15	EXTERIOR	3
2.15.1	Commercial Exterior	3
2.15.2	Residential Exterior	4
2.16	FISCAL YEAR	4
2.17	GARAGE	4
2.18	IMPROVEMENTS	4
2.19	INVITEE	4
2.20	JOINT MAINTENANCE	4
2.21	JOINT MAINTENANCE COMMITTEE	4
2.22	JOINT MAINTENANCE COSTS	4
2.23	MAINTAIN	4
2.24	MAINTENANCE MANUAL	4
2.25	MANAGER	5
2.26	MAP	5
2.27	OWNER	5
2.28	PARCEL 2	5
2.29	RESIDENTIAL ASSOCIATION	5

2.30	RESIDENTIAL BOARD	5
2.31	RESIDENTIAL CONDOMINIUM	5
2.32	RESIDENTIAL CONDOMINIUM PLAN	5
2.33	RESIDENTIAL DECLARATION	5
2.34	RESIDENTIAL OWNER	5
2.35	RESIDENTIAL PARCEL	5
2.36	RESIDENTIAL UNITS	5
2.37	RESPONSIBLE COMMERCIAL PARTY	5
2.38	RESPONSIBLE RESIDENTIAL PARTY	6
2.39	RESTORE	6
2.40	ROOF AREA	6
2.41	SEPARATE IMPROVEMENTS	6
2.41.1	Separate Commercial Improvements	6
2.41.2	Separate Residential Improvements	6
2.42	SIDEWALK USE AREA	6
2.43	MASTER DISPUTE AND TITLE 7 DECLARATION	6
III	EASEMENTS	6
3.1	COMMON STRUCTURAL IMPROVEMENTS	7
3.1.1	Grant By Commercial Owner	7
3.1.2	Grant By Residential Owner	7
3.2	COMMON SERVICE IMPROVEMENTS	7
3.2.1	Grant By Commercial Owner	7
3.2.2	Grant By Residential Owner	7
3.3	SEPARATE IMPROVEMENTS	7
3.3.1	Grant By Commercial Owner	7
3.3.2	Grant By Residential Owner	7
3.4	COMMON UTILITY EASEMENT AREA	8
3.4.1	Grant By Commercial Owner	8
3.4.2	Grant By Residential Owner	8
3.5	GARAGE	8
3.6	ROOF AREA	8
3.7	COMMERCIAL SIGNAGE	8
3.8	SIDEWALK USE AREA	8
IV	COMMERCIAL PARCEL RESTRICTIONS	9
4.1	COMMERCIAL EXTERIOR	9
4.2	INSURANCE	9
4.3	MACHINERY, APPLIANCES AND EQUIPMENT	9
4.4	NOISE AND VIBRATION	9
4.4.1	Noise	9
4.4.2	Vibration	9
4.4.3	Complaint Resolution	9
4.5	NUISANCE	10
4.6	ODORS	10
4.7	OPERATING HOURS	10
4.8	PERMITTED USES	10
4.9	ROOF AREA	11
4.10	SIGNS	11
4.11	TOXIC WASTE	11

V	IMPROVEMENTS	11
5.1	SEPARATE MAINTENANCE	11
5.1.1	Commercial Parcel	11
5.1.2	Residential Parcel	11
5.1.3	Commercial Exterior	11
5.1.4	Residential Exterior	11
5.1.5	Roof Area	11
5.1.6	Separate Commercial Improvements	12
5.1.7	Separate Residential Improvements	12
5.2	FAILURE TO PERFORM WORK	12
5.3	JOINT MAINTENANCE	12
5.4	INSURANCE	12
5.4.1	Property Damage Policy	12
5.4.2	Rights of Commercial Parcel	14
5.4.3	Rights of Residential Parcel	14
5.4.4	Rights of Residential Tenants	14
5.4.5	Rights of Commercial Tenants	14
5.4.6	Annual Review	14
5.5	DAMAGE AND DESTRUCTION	14
5.5.1	Of Common Improvement(s)	15
5.5.2	Of Separate Commercial Improvement(s)	15
5.5.3	Of Separate Residential Improvement(s)	15
5.6	CONDEMNATION	15
5.7	MECHANIC'S LIENS	15
VI	JOINT MAINTENANCE COMMITTEE AND ASSESSMENTS	16
6.1	MEMBERSHIP	16
6.2	VOTING	16
6.3	MEETINGS AND NOTICE	16
6.3.1	Regularly Scheduled Meetings	16
6.3.2	Special Meetings	16
6.3.3	Notice	16
6.3.4	Attendance	16
6.3.5	Records	16
6.4	RULES	17
6.5	BUDGETING	17
6.5.1	Prepare and Distribute Budget	17
6.5.2	Increase Limitation	17
6.6	ASSESSMENTS	18
6.6.1	Commercial Assessments	18
6.6.2	Payment of Assessments	18
6.7	ACCOUNTS	18
6.8	OBLIGATIONS	18
6.9	MANAGER	18
VII	AMENDMENT AND ENFORCEMENT	19
7.1	AMENDMENTS	19
7.2	ENFORCEMENT	19
7.2.1	Rights to Enforce	19

7.2.2	No Waiver	19
7.3	FNMA/FHLMC/FHA/VA	19
VIII	MISCELLANEOUS PROVISIONS	19
8.1	DISPUTES	19
8.2	COMMERCIAL IRRIGATION AREA	20
8.3	APPLICABLE LAW	20
8.4	BINDING	20
8.5	EXHIBITS	20
8.6	INTERPRETATION OF PROVISIONS	20
8.7	SCOPE	20
8.8	SEVERABILITY OF PROVISIONS	20

EASEMENT, JOINT MAINTENANCE AND USE AGREEMENT

THIS EASEMENT, JOINT MAINTENANCE AND USE AGREEMENT ("Agreement") is made by the REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG, a public body, corporate and politic ("Declarant").

ARTICLE I RECITALS AND APPLICABILITY

1.1 FACTS: This Agreement is made with reference to the following facts:

1.1.1 Property Owned By Declarant: Declarant is the owner of that certain real property situated in the City of Pittsburg, County of Contra Costa, State of California shown as Parcel 2 ("Parcel 2") on the final map of Subdivision 9070, filed for record on April 28, 2006, in Book 490 of Maps at Pages 7 through 11, inclusive, in the Official Records of the County of Contra Costa, State of California ("Map"), and all Improvements thereon and therein.

1.1.2 Purpose of Agreement: A podium structure and four (4) multistory buildings are constructed on Parcel 2. These four multistory buildings include seventy-five (75) residential dwelling units ("Residential Units") described as Units U-100 through U-118, inclusive, U-200 through U-219, inclusive, U-300 through U-324, inclusive, and U-400 through U-410, inclusive, on the Condominium Plan ("Residential Condominium Plan") referenced in the Declaration of Covenants, Conditions and Restrictions of Vidrio ("Residential Declaration") recorded concurrently herewith in the Official Records of the Contra Costa County Recorder. The multistory building constructed along Railroad Avenue ("Building B") includes Residential Units U-209 through U-219, inclusive, U-317 through U-324, inclusive, and U-400 through U-410, inclusive, ("Building B Residential Units") as well as a Commercial Parcel ("Commercial Parcel"), all within a single integrated structure. The Commercial Parcel is described as the "Commercial Parcel (Three-Dimensional Parcel)" in the Correction to Parcel Map Waiver for a Lot Split - PMW 10-03 ("Parcel Map Waiver"), recorded on May 13, 2010, as Document No. 2010-096699, in the Official Records of the County of Contra Costa, State of California. It is the desire and intention of Declarant to establish this Agreement in order to provide for the joint use, operation, maintenance, repair and replacement of the various portions of Building B that must be jointly used, operated, maintained, repaired and replaced and to provide for appropriate shared rights between the Commercial Parcel and Parcel 2.

1.2 APPLICABILITY: Declarant hereby declares that Parcel 2 and all Improvements thereon and therein, shall be subject to the provisions of this Agreement, and that Parcel 2 shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and easements stated in this Agreement. All such covenants, conditions, restrictions and easements are declared to be in furtherance of the plan for the subdivision, improvement and sale of Parcel 2. All of the limitations, easements, uses, obligations, covenants, conditions, and restrictions stated in this Agreement shall run with Parcel 2, shall inure to the benefit of and be binding on all Owners and all other parties having or acquiring any right, title or interest in any part of Parcel 2.

1.3 RESIDENTIAL CONDOMINIUMS IN PROXIMITY TO COMMERCIAL USES: Each Residential Owner, by acceptance of a deed to a Residential Condominium, acknowledges and agrees that owning property within a mixed-use development has benefits as well as detriments and that the detriments may include, but are not limited to, (a) increased noise levels associated with normal commercial and retail

operations (noise will be generated from a variety of sources, including vehicular traffic at all hours of the day, as well as from employees, delivery vehicles and customers), (b) odors and smoke associated with restaurant operations, (c) glare from lighting from businesses, street traffic and parking areas. By taking title to a Residential Condominium or occupying a Residential Condominium, each Residential Owner is deemed to acknowledge and agree that these detriments are permitted so long as they do not otherwise violate the provisions of Article IV (Commercial Use Restrictions) of this Agreement or applicable City ordinances.

ARTICLE II

DEFINITIONS

Unless otherwise defined or unless the context clearly requires a different meaning, the terms used in this Agreement shall have the meanings specified in this Article.

2.1 **AGREEMENT**: The term "**Agreement**" shall mean this Easement, Joint Maintenance and Use Agreement and includes any subsequently recorded amendments hereto.

2.2 **BUDGET**: The term "**Budget**" shall mean a Budget prepared by the Joint Maintenance Committee for a particular Fiscal Year in accordance with Section 6.5.1 (Prepare and Distribute Budget).

2.3 **BUILDING B**: The term "**Building B**" shall mean the multistory mixed use retail/commercial and residential building which generally includes the Commercial Parcel and the Building B Residential Units.

2.4 **BUILDING B RESIDENTIAL UNITS**: The term "**Building B Residential Units**" shall mean Residential Units U-209 through U-219, inclusive, U-317 through U-324, inclusive, and U-400 through U-410, inclusive, as shown on the Residential Condominium Plan.

2.5 **CITY**: The term "**City**" shall mean the City of Pittsburg, State of California.

2.6 **COMMERCIAL ASSOCIATION**: The term "**Commercial Association**" shall mean the "association," as that term is defined in California Civil Code Section 1351 (a), created to manage the Commercial Parcel if the Commercial Parcel is further divided into two (2) or more condominiums or parcels of real property.

2.7 **COMMERCIAL DECLARATION**: The term "**Commercial Declaration**" shall mean a "declaration," as that term is defined in California Civil Code Section 1351(h), created to govern the Commercial Parcel if the Commercial Parcel is further divided into two (2) or more condominiums or parcels of real property.

2.8 **COMMERCIAL OWNER**: The term "**Commercial Owner**" shall mean the holder of record fee title to the Commercial Parcel, and any successors and assigns. If the Commercial Owner transfers the Commercial Parcel while it continues to be the Responsible Commercial Party, the transferee shall automatically be subject to all obligations imposed upon the Commercial Owner pursuant to this Agreement. If the Commercial Parcel is further divided into two (2) or more condominiums or two (2) or more parcels of real property then the term "Commercial Owner" shall mean each Owner of a condominium or parcel within the Commercial Parcel.

2.9 **COMMERCIAL PARCEL**: The term "**Commercial Parcel**" shall mean that portion of Parcel 2 which is described as the "Commercial Parcel (Three-Dimensional Parcel)" in the Correction to Parcel Map Waiver for a Lot Split – PMW 10-03 ("**Parcel Map Waiver**"), recorded on May 13, 2010, as

Document No. 2010-096699, in the Official Records of the County of Contra Costa, State of California, and all Improvements contained therein.

2.10 COMMON IMPROVEMENTS: The term "**Common Improvements**" shall mean the Common Structural Improvements, the Common Perimeter Improvements and the Common Service Improvements within Building B and the Common Fire Service Improvements.

2.10.1 Common Structural Improvements: The term "**Common Structural Improvements**" shall mean all load bearing walls and columns within Building B.

2.10.2 Common Perimeter Improvements: The term "**Common Perimeter Improvements**" shall mean the plants and other landscaping and (excluding hardscape) which are situated along the perimeter of Parcel 2 (a) between the four (4) multistory buildings and the boundary of Parcel 2 and (b) the landscaping and other Improvements which the Residential Association is obligated to maintain in accordance with the Maintenance Responsibilities Plat attached to the Residential Declaration (excluding storm drain system and sand filters). The term Common Landscape Improvements also includes the irrigation system which irrigates such landscape area and the lighting which illuminates the perimeter area.

2.10.3 Common Service Improvements: The term "**Common Service Improvements**" shall mean the chases located within Building B, generally extending from the upper elevation of the Commercial Parcel, as such upper elevation is set forth on the Parcel Map Waiver defined in Section 2.9 (Commercial Parcel), to the roof of Building B, which serve both the Commercial Parcel and the Residential Parcel, excluding any Improvements which solely serve either the Commercial Parcel or the Residential Parcel.

2.10.4 Common Fire Service Improvements: The term "**Common Fire Service Improvements**" shall mean the fire suppression and monitoring system and the fire alarm and monitoring system which serves Parcel 2, wherever located, including but not limited to the water lines, sprinkler lines, sprinklers, meters, alarm panel and associated components.

2.11 COMMON UTILITY EASEMENT AREA: The term "**Common Utility Easement Area**" shall mean (a) the Additional Common Utility Easement Area which is the portion of the Commercial Parcel described in Exhibit "A" attached hereto and depicted in Exhibit "B" attached hereto and (b) the upper three feet (3') of the Commercial Parcel.

2.12 COUNTY: The term "**County**" shall mean the County of Contra Costa, State of California.

2.13 DECLARANT: The term "**Declarant**" shall mean Redevelopment Agency of the City of Pittsburg, a public body, corporate and politic.

2.14 DISPUTE RESOLUTION AGREEMENT AND PROCEDURES: The term "**Dispute Resolution Agreement and Procedures**" shall mean the Alternative Binding Dispute Resolution Process described in Article VI of the Master Dispute and Title 7 Declaration. In addition, the term "Dispute Resolution Agreement and Procedures" shall include the Formal Claim Process as defined and set forth in the Master Dispute and Title 7 Declaration to the extent that it provides that the claim, issue or controversy at issue is subject to the Formal Claim Process.

2.15 EXTERIOR: The term "**Exterior**" shall mean the exterior walls of Building B and shall include the Commercial Exterior and the Residential Exterior, unless otherwise specifically provided.

2.15.1 Commercial Exterior: The term "**Commercial Exterior**" shall mean that portion of the exterior walls and surfaces of Building B which are within the Commercial Parcel.

2.15.2 Residential Exterior: The term "**Residential Exterior**" shall mean all portions of the exterior walls and surfaces of Building B which are not part of the Commercial Exterior.

2.16 FISCAL YEAR: The term "**Fiscal Year**" shall mean a twelve (12) month period which coincides with the Residential Association's fiscal year.

2.17 GARAGE: The term "**Garage**" shall mean the parking garage which is located on the Residential Parcel beneath the podium.

2.18 IMPROVEMENTS: The term "**Improvements**" shall mean everything constructed, installed or planted on real property, including without limitation, buildings, streets, fences, walls, paving, pipes, wires, grading, landscaping and other works of improvement as defined in Section 3106 of the California Civil Code, excluding only those Improvements or portions thereof which are dedicated to the public or a public or quasi-public entity or utility company, and accepted for maintenance by the public, such entity or utility company.

2.19 INVITEE: The term "**Invitee**" shall mean any person whose presence within Parcel 2 is approved by or is at the request of a Commercial Owner or a tenant of some or all of the Commercial Parcel or a Residential Owner or a resident of a Residential Condominium. Invitees include, but are not limited to, tenants and lessees and the customers, patrons, guests, employees, licensees or invitees of Owners, tenants or lessees.

2.20 JOINT MAINTENANCE: The term "**Joint Maintenance**" shall mean the actions taken to Maintain the Common Improvements that are determined necessary or appropriate by the Joint Maintenance Committee, pursuant to Section 5.3 (Joint Maintenance).

2.21 JOINT MAINTENANCE COMMITTEE: The term "**Joint Maintenance Committee**" shall mean the committee appointed in accordance with Section 6.1 (Membership).

2.22 JOINT MAINTENANCE COSTS: The term "**Joint Maintenance Costs**" shall mean the (a) costs to Maintain the Common Improvements, (b) the costs of performing Joint Maintenance, (c) the costs of property insurance for all insurable Improvements on Parcel 2 required pursuant to Section 5.4 (Insurance), and (d) the amounts to be set aside during a Fiscal Year as adequate reserves for deferred maintenance and replacement of the major components of the Common Improvements as provided in Section 6.5.1 (Prepare and Distribute Budget).

2.23 MAINTAIN: The term "**Maintain**" or "**Maintained**" (but not the word "maintenance") shall mean taking all actions reasonably necessary to keep an Improvement in first class condition and repair, which actions include but are not limited to (a) satisfying all requirements in the Maintenance Manual which are applicable to the Improvement being Maintained, (b) regular inspections, (c) painting, refinishing, repairing, replacing and reconstructing the Improvement, and (d) in the case of landscaping, irrigating and fertilizing the landscaping. There is no obligation or responsibility to Maintain any Improvement Maintained by a third party or the public or a quasi-public entity or utility company even if the third party or the public or a quasi-public entity or utility company fails to perform all actions required by this Section.

2.24 MAINTENANCE MANUAL: The term "**Maintenance Manual**" shall mean the portion of the Association Maintenance Manual as defined in the Residential Declaration, which establishes procedures, practices, specifications, scopes and intervals to Maintain the Common Improvements. The Maintenance Manual shall be provided by Declarant to the Joint Maintenance Committee.

2.25 MANAGER: The term "**Manager**" shall mean the person or entity charged with performing and supervising the Joint Maintenance. The Manager may, but need not be, the same person or entity retained by the Residential Association to provide management services.

2.26 MAP: The term "**Map**" shall mean the final map of Subdivision 9070, filed for record on April 28, 2006, in Book 490 of Maps at Pages 7 through 11, inclusive, in the Official Records of the County of Contra Costa, State of California, including any subsequently recorded amended final maps, parcel maps, certificates of correction, lot line adjustments and/or records of survey.

2.27 OWNER: The term "**Owner**" shall mean the holder of record fee title to any portion of the Commercial Parcel or to a Residential Unit. The term Owner includes the Residential Owners and the Commercial Owner.

2.28 PARCEL 2: The term "**Parcel 2**" shall mean Parcel 2, as shown on the Map, which includes both the Residential Parcel and the Commercial Parcel.

2.29 RESIDENTIAL ASSOCIATION: The term "**Residential Association**" shall mean the Vidrio Residential Owners Association, a California nonprofit mutual benefit corporation, which governs the Residential Units.

2.30 RESIDENTIAL BOARD: The term "**Residential Board**" shall mean the Board of Directors of the Residential Association.

2.31 RESIDENTIAL CONDOMINIUM: The term "**Residential Condominium**" shall mean each separate estate in real property consisting of an undivided interest in common in the Residential Parcel, a fee interest in a Residential Unit and easements in portions of the Residential Parcel.

2.32 RESIDENTIAL CONDOMINIUM PLAN: The term "**Residential Condominium Plan**" shall mean the condominium plan for the Residential Parcel which is defined as the Condominium Plan in the Residential Declaration.

2.33 RESIDENTIAL DECLARATION: The term "**Residential Declaration**" shall mean the Declaration of Covenants, Conditions and Restrictions of Vidrio which encumbers the Residential Parcel and is recorded concurrently with this Agreement and all subsequently recorded amendments thereto.

2.34 RESIDENTIAL OWNER: The term "**Residential Owner**" shall mean the holder of record fee title to a Residential Condominium.

2.35 RESIDENTIAL PARCEL: The term "**Residential Parcel**" shall mean Parcel 2, as shown on the Map, excluding the Commercial Parcel, and all Improvements contained therein.

2.36 RESIDENTIAL UNITS: The term "**Residential Units**" shall mean Units U-100 through U-118, inclusive, U-200 through U-219, inclusive, U-300 through U-324, inclusive, and U-400 through U-410, inclusive, on the Residential Condominium Plan.

2.37 RESPONSIBLE COMMERCIAL PARTY: The term "**Responsible Commercial Party**" shall mean the Commercial Owner until the earliest date on which both of the following conditions have been satisfied ("**Commercial Association Activation Date**"): (a) the date of formation of a Commercial Association, and (b) the date of the levy by the Commercial Association of regular assessments, as defined in California Civil Code Section 1366. Commencing upon the Commercial Association Activation Date, the term "**Responsible Commercial Party**" shall mean the Commercial Association.

2.38 RESPONSIBLE RESIDENTIAL PARTY: The term "**Responsible Residential Party**" shall mean the Residential Association.

2.39 RESTORE: The term "**Restore**" shall mean repairing, rebuilding or reconstructing a damaged Improvement to substantially the same condition and appearance in which it existed prior to being damaged.

2.40 ROOF AREA: The term "**Roof Area**" shall mean the exterior roof surface of Building B.

2.41 SEPARATE IMPROVEMENTS: The term "**Separate Improvements**" shall mean the Separate Commercial Improvements and the Separate Residential Improvements, unless otherwise specified.

2.41.1 Separate Commercial Improvements: The term "**Separate Commercial Improvements**" shall mean the following Improvements:

(a) Commercial Exterior Walls: The Exterior Walls which are Commercial Exterior Walls as defined in Section 2.15.1 (Commercial Exterior).

2.41.2 Separate Residential Improvements: The term "**Separate Residential Improvements**" shall mean the following Improvements:

(a) Garage: The Garage.

(b) Waterproofing System: The waterproof membrane and all related components of the podium, wherever located, and which function as an integrated system providing waterproofing protection for the four (4) multistory buildings constructed on Parcel 2 (referred to as the term "**Waterproofing System**").

2.42 SIDEWALK USE AREA: The term "**Sidewalk Use Area**" shall mean the area situated along the perimeter of Parcel 2 between Building B the abutting public streets.

2.43 MASTER DISPUTE AND TITLE 7 DECLARATION: The term "**Master Dispute and Title 7 Declaration**" shall mean the "Master Dispute and Title 7 Declaration" as defined in the Declaration.

ARTICLE III EASEMENTS

Each of the easements described, granted or reserved herein shall be established upon the recordation of this Agreement and shall be enforceable as equitable servitudes and covenants running with the land for the use and benefit of the Owners superior to all other encumbrances applied against or in favor of any portion of Parcel 2. The easements and rights specified in this Article are hereby created and shall exist whether or not they are also set forth in individual grant deeds to all or any portion of Parcel 2. By reference to this Agreement, each grant deed to any portion of Parcel 2 shall be deemed to be conveyed with the benefit of and subject to all applicable easements set forth in this Section. Easements granted to the Residential Owner are also for the benefit of the Residential Association, each Residential Owner, and their respective Invitees. Easements granted to the Commercial Owner are for the benefit of each Commercial Owner and also for the benefit of the Commercial Association.

3.1 COMMON STRUCTURAL IMPROVEMENTS:

3.1.1 Grant By Commercial Owner: The Residential Owners and the Residential Association shall have a non-exclusive right and easement over, under, through and across all portions of the Common Structural Improvements which are located in the Commercial Parcel for the following purposes: (a) for encroachments which result from original construction design, accretion, erosion, deterioration, decay, errors in original construction, movement, settlement, shifting or subsidence of any portion of the Common Structural Improvements, and (b) to operate, use and Maintain the Common Structural Improvements in accordance with the provisions of this Agreement. The right to encroach shall exist for as long as the encroachment exists. The Residential Owners and the Residential Association shall also have a non-exclusive right and easement over, under, through and across the structural walls within Building B which are situated within the Commercial Parcel for the support of Building B.

3.1.2 Grant By Residential Owner: The Commercial Owners and the Commercial Association shall have a non-exclusive right and easement over, under, through and across all portions of the Common Structural Improvements which are located in the Residential Parcel for the following purposes: (a) to support the Commercial Parcel, (b) for encroachments which result from original construction design, accretion, erosion, deterioration, decay, errors in original construction, movement, settlement, shifting or subsidence of any portion of the Common Structural Improvements, and (c) to operate, use and Maintain the Common Structural Improvements in accordance with the provisions of this Agreement. The right to encroach shall exist for as long as the encroachment exists.

3.2 COMMON SERVICE IMPROVEMENTS:

3.2.1 Grant By Commercial Owner: The Residential Owners and the Residential Association shall have a non-exclusive right and easement over, under, through and across all portions of the Commercial Parcel (a) which are occupied by Common Service Improvements to use, operate and Maintain the Common Service Improvements, and (b) for access to the Common Service Improvements for the specified purposes, all in accordance with the provisions of this Agreement.

3.2.2 Grant By Residential Owner: The Commercial Owners and the Commercial Association shall have a non-exclusive right and easement over, under, through and across all portions of the Residential Parcel (a) which are occupied by Common Service Improvements to use, operate and Maintain the Common Service Improvements, and (b) for access to the Common Service Improvements for the specified purposes, all in accordance with the provisions of this Agreement.

3.3 SEPARATE IMPROVEMENTS:

3.3.1 Grant By Commercial Owner: The Residential Owners and the Residential Association shall have a non-exclusive right and easement over, under, through and across all portions of the Commercial Parcel (a) which are occupied by Separate Residential Improvements to use, operate and Maintain the Separate Residential Improvements, and (b) for access to the Separate Residential Improvements for the specified purposes, all in accordance with the provisions of this Agreement.

3.3.2 Grant By Residential Owner: The Commercial Owners and the Commercial Association shall have a non-exclusive right and easement over, under, through and across all portions of the Residential Parcel (a) which are occupied by Separate Commercial Improvements to use, operate and Maintain the Separate Commercial Improvements, and (b) for access to the Separate Commercial Improvements for the specified purposes, all in accordance with the provisions of this Agreement.

3.4 COMMON UTILITY EASEMENT AREA:

3.4.1 Grant By Commercial Owner: The Residential Owners and the Residential Association shall have a non-exclusive right and easement over, under, through and across all portions of the Commercial Parcel (a) on which portions of the Common Utility Easement are occupied to use, operate and Maintain the Improvements located therein that solely serve the Residential Parcel, and (b) for access to such Improvements for the specified purposes, all in accordance with the provisions of this Agreement. Notwithstanding the foregoing, Residential Owners may not enter into the Commercial Parcel; rather the Residential Association shall conduct all entry on behalf of Residential Owners.

3.4.2 Grant By Residential Owner: The Commercial Owners and the Commercial Association shall have a non-exclusive right and easement over, under, through and across all portions of the Residential Parcel (a) on which portions of the Common Utility Easement are occupied to use, operate and Maintain the Improvements located therein that solely serve the Commercial Parcel, and (b) for access to such Improvements for the specified purposes, all in accordance with the provisions of this Agreement.

3.5 GARAGE: Located within the Garage are several rooms which include meters, panels and refuse collection facilities which serve both the Residential Parcel and the Commercial Parcel ("**Garage Facilities**"). The Commercial Owners and the Commercial Association shall have a non-exclusive right and easement over, under, through and across the Garage (a) to use, operate and Maintain those Garage Facilities that serve the Commercial Parcel, and (b) for access to such Garage Facilities for the specified purposes, all in accordance with the provisions of this Agreement. The Commercial Owners and the Commercial Association shall collectively have the right to utilize up to, but not more than, one-half of the refuse collection room for refuse or recycling containers. In addition, the Commercial Owners or the Commercial Association shall be install, maintain and operate a compactor, at their sole cost expense, which is located in the portion of the refuse collection room utilized by the Commercial Owners and the Commercial Association.

3.6 ROOF AREA: The Commercial Owner and the Commercial Association shall have a non-exclusive right and easement over, through and across the Roof Area to install, operate, and Maintain equipment that is permitted to be installed upon the Roof Area pursuant to Section 4.9 (Roof Area), all in accordance with the provisions of this Agreement. The Commercial Owners and the Commercial Association shall also have a non-exclusive right and easement over, through and across the portions of the Residential Parcel, including but not limited to elevators, stairways and corridors, but excluding the Residential Units, that are appropriate to provide access and the transportation of equipment and materials to the Roof Area.

3.7 COMMERCIAL SIGNAGE: The Commercial Owners and the Commercial Association shall have an exclusive right and easement to install, operate, and Maintain signage upon the Commercial Exterior subject to City Ordinances.

3.8 SIDEWALK USE AREA: The Commercial Owners and the Commercial Association shall have an exclusive right and easement to establish outdoor eating areas or other retail use areas within the Sidewalk Use Areas as may be permitted by the City. Railings or other similar barriers may be installed so as to enclose such portions of the Sidewalk Use Area. Only patio or café furniture or other retail merchandise and furniture intended to display such merchandise may be kept in Sidewalk Use Areas. Sidewalk Use Areas may not be used for storage purposes or in a manner which unreasonably interferes with established building entry points (excluding those entry points which are utilized to connect a Sidewalk Use Area to the abutting restaurant, dining or retail business). Sidewalk Use Areas may not be used in violation of any applicable laws or ordinances. The City may permit these uses to encroach onto areas outside of Parcel 2.

ARTICLE IV

COMMERCIAL PARCEL RESTRICTIONS

The restrictions contained in this Article IV apply only to the Commercial Parcel. No restriction contained in this Article IV may be modified to change its impact on the Commercial Parcel without the approval of the Commercial Owners.

4.1 **COMMERCIAL EXTERIOR:** The Responsible Commercial Party has the right to alter the Commercial Exterior and those Common Structural Improvements covered by the Commercial Exterior in any manner deemed appropriate by the Responsible Commercial Party including but not limited to adding, removing or modifying awnings, signs or any other Improvement(s). The Responsible Commercial Party is solely responsible for all damage to the Commercial Exterior and Common Structural Improvements caused by or resulting from any such alteration.

4.2 **INSURANCE:** If a Commercial Owner or an Invitee of a Commercial Owner conduct business within the Commercial Parcel in a manner that results in an increase in the amount of any insurance premium(s) paid pursuant to this Agreement but is otherwise in compliance with the provisions of this Agreement and all other occupancy, use and zoning laws and ordinances, the Commercial Owner, shall either (i) pay the increased portion of the insurance premium, or (ii) bring the Commercial Owner's business into compliance with the requirements imposed by the insurance carrier to avoid the increased premium amount.

4.3 **MACHINERY, APPLIANCES AND EQUIPMENT:** All machines, appliances and equipment (collectively, "**Equipment**") installed in the Commercial Parcel shall be reasonably designed, installed, Maintained and used by the Commercial Owners so as to reduce insofar as reasonably possible the transmission level of noise, vibration, odors, and other objectionable transmissions from the Commercial Parcel to the Residential Parcel. Notwithstanding the foregoing, no Equipment may be installed in the Commercial Parcel if such Equipment will overload or damage any portion of the Common Improvements or the Separate Improvements.

4.4 **NOISE AND VIBRATION:** If the City has a noise or nuisance ordinance which is more restrictive than the provisions of Section 4.4.1 (Noise), the City ordinance shall supersede the provisions of Section 4.4.1 (Noise).

4.4.1 **Noise:** Noise levels generated by interior uses of the Commercial Parcel during Operating Hours (as that term is defined in Section 4.7 (Operating Hours)) shall be commensurate with noise levels generated by interior uses at similar mixed-use projects in the City. Noise levels generated by exterior uses of the Commercial Parcel during Operating Hours shall be commensurate with noise levels generated by exterior uses at similar mixed-use projects. Sound systems may be played or operated in outdoor areas only between the hours of 9 a.m. to 10 p.m.

4.4.2 **Vibration:** Activities within the Commercial Parcel which transmit vibration that is "feelable" to an occupant of the Residential Parcel are prohibited at all times. For purposes of this Section, the term "feelable" shall be determined by reference to Figure 39 and Table 40 from Chapter 47 of the 2003 ASHRAE Applications Handbook, published in 2003 by the American Society of Heating Refrigerating and Air-Conditioning Engineers.

4.4.3 **Complaint Resolution:** If the Residential Association or the Residential Owner ("**Complaining Party**") believes that an owner, tenant or lessee of the Commercial Parcel ("**Alleged Violator**") is violating the restrictions contained in Section 4.4.1 (Noise) or Section 4.4.2 (Vibration), the Complaining Party shall notify the Responsible Commercial Party and the Alleged Violator in writing and

shall provide the date, time and a description of the violation. The Complaining Party, the Responsible Commercial Party and the Alleged Violator shall meet and confer regarding the complaint. If the parties are unable to reach a mutually agreeable resolution, the Complaining Party, the Responsible Commercial Party and the Alleged Violator shall first agree upon a mixed-use project in the City which has a similar use to the commercial use conducted by the Alleged Violator, in order to establish an acceptable noise level. Then the Complaining Party, the Responsible Commercial Party and the Alleged Violator shall agree jointly to retain a qualified sound consultant ("**Sound Consultant**") to conduct appropriate testing to determine whether a violation has occurred. If the Sound Consultant determines that a violation has occurred, then (a) the noise or vibration must be reduced to a level which the Sound Consultant determines is not a violation, and (b) the Alleged Violator shall pay all costs incurred in retaining the Sound Consultant. If the Sound Consultant determines that a violation has not occurred, then the Complaining Party shall pay all costs incurred in retaining the Sound Consultant.

4.5 **NUISANCE**: Notwithstanding the provisions of this Article IV, noise, odors and traffic generated from any use of the Commercial Parcel that is permitted (i) under the terms of this Agreement and (ii) by the City, shall not constitute a nuisance and shall not be the basis for any claim or cause of action for nuisance or breach of quiet enjoyment by another Owner.

4.6 **ODORS**: Commercial uses of the Commercial Parcel may create odors, including odors resulting from the handling and cooking of raw fish, raw meat, produce and other foods, coffee, and baked goods. The Commercial Owners shall take reasonable, standard precautions to minimize such odors as are commensurate with precautions taken at other similar mixed-use projects in the City.

4.7 **OPERATING HOURS**: The Commercial Parcel may be open to the public only between the hours of 5:00 a.m. and 2:00 a.m., Pacific Standard Time or Pacific Daylight Time, as the case may be. Delivery hours are restricted to between the hours of 7:00 a.m. and 8:00 p.m., Pacific Standard Time or Pacific Daylight Time, as the case may be, seven days a week. Temporary construction shall be restricted to between the hours of 7:00 a.m. and 4:00 p.m., Pacific Standard Time or Pacific Daylight Time, as the case may be, Monday through Friday, unless otherwise approved by the Board. Any ATM machines and night deposit boxes located on the Commercial Parcel may be used twenty-four (24) hours per day. The Commercial Parcel may also be used for preparation and clean-up during the times the Commercial Parcel is closed to the public. Persons working within the Commercial Parcel while the Commercial Parcel is closed to the public may not conduct activities which generate greater noise than is commensurate with similar mixed-use projects in the City. Noise generating activities include, but are not limited to, cleaning, removing grease and removing trash.

4.8 **PERMITTED USES**: The Commercial Parcel may be used only for those purposes which are (a) permitted by City Ordinance and (b) not otherwise prohibited by this Agreement. Furthermore, certain uses which are permitted by City Ordinance shall be prohibited if those uses are prohibited by the terms of a grant deed executed by the Redevelopment Agency of the City of Pittsburg which conveys some or all of the Commercial Parcel to a Commercial Owner. No Commercial Owner may conduct any use which permitted by local ordinance, any such deed or this Agreement. Further, Commercial Owners may not permit or cause anything to be done or kept upon or in the Commercial Parcel which might obstruct or interfere with the rights of other Owners or which would be noxious, harmful or unreasonably offensive to other Owners. Commercial Owners shall comply with all of the requirements of all federal, state and local governmental authorities, and all applicable laws, ordinances, rules and regulations.

4.9 ROOF AREA: The Commercial Owners may install mechanical equipment upon the portions of the Roof Area designed for the installation of mechanical equipment. The equipment may not be installed in a location or manner or operated in a manner which causes damage to the roof waterproofing system or to any other Improvement within the Roof Area. If damage occurs, the Responsible Commercial Party shall promptly Restore the Roof Area at the expense of the Responsible Commercial Party or the Commercial Owner who is responsible for the installation of the equipment. Any equipment installed within the Roof Area may remain during its useful life and may be replaced as necessary or appropriate.

4.10 SIGNS: All signs displayed within the Commercial Parcel shall comply with applicable City ordinances and any signage plan adopted by the City which is applicable to the Commercial Parcel.

4.11 TOXIC WASTE: Toxic or hazardous waste or materials may not be disposed of within Parcel 2 and each Commercial Owner shall dispose of any such materials strictly in accordance with federal, state and local laws.

ARTICLE V IMPROVEMENTS

5.1 SEPARATE MAINTENANCE:

5.1.1 Commercial Parcel: The Responsible Commercial Party shall Maintain all Improvements within the Commercial Parcel, excluding Separate Residential Improvements and Common Improvements. Improvements which a Commercial Declaration requires the Commercial Owners to Maintain may be Maintained by the Commercial Owners, provided that the ultimate responsibility shall remain with the Responsible Commercial Party.

5.1.2 Residential Parcel: The Responsible Residential Party shall Maintain all Improvements within the Residential Parcel, excluding Separate Commercial Improvements and Common Improvements. Improvements which the Residential Declaration requires the Residential Owners to Maintain may be Maintained by the Residential Owners, provided that the ultimate responsibility shall remain with the Responsible Residential Party.

5.1.3 Commercial Exterior: The Responsible Commercial Party shall Maintain the Commercial Exterior, including any signage attached to the Commercial Exterior. Any signage which the Commercial Declaration permits a Commercial Owner to install and Maintain may be Maintained by the Commercial Owner, provided that the ultimate responsibility shall remain with the Responsible Commercial Party. If the Responsible Commercial Party ("**Failing Party**") fails to Maintain the Commercial Exterior in accordance with the standards imposed by this Agreement, the Responsible Residential Party ("**Performing Party**") shall have the right to give a written notice to the Failing Party and proceed in accordance with Section 5.2 (Failure to Perform Work).

5.1.4 Residential Exterior: The Responsible Residential Party shall Maintain the Residential Exterior, including any downspouts attached to the Residential Exterior which continue onto the Commercial Exterior. If the Responsible Residential Party ("**Failing Party**") fails to Maintain the Residential Exterior in accordance with the standards imposed by this Agreement, the Responsible Commercial Party ("**Performing Party**") shall have the right to give a written notice to the Failing Party and proceed in accordance with Section 5.2 (Failure to Perform Work).

5.1.5 Roof Area: The Responsible Association shall Maintain the Roof Area excluding an equipment and machinery installed on the Roof Area which serves only the Commercial Parcel.

5.1.6 Separate Commercial Improvements: The Responsible Commercial Party shall Maintain the Separate Commercial Improvements.

5.1.7 Separate Residential Improvements: The Responsible Residential Party shall Maintain the Separate Residential Improvements. Notwithstanding the foregoing, (i) any additional components installed by the Responsible Commercial Party or a Commercial Owner to the Common Fire Service Improvements, and (ii) any additional fire monitoring requirements placed on any of said parties by the City or the local fire agency in connection therewith, shall be Maintained by the Responsible Commercial Party, except for such Improvements which the Commercial Declaration requires the Commercial Owners to Maintain.

5.2 FAILURE TO PERFORM WORK: If, in accordance with Section 5.1 (Separate Maintenance), written notice is to be provided to a Failing Party, the notice shall describes the work deemed necessary or appropriate by the Performing Party and an estimate of the costs to perform the work ("Notice"). If the Failing Party fails to respond to the Performing Party in writing within fifteen (15) calendar days of receiving the Notice, the Performing Party shall be permitted to perform the work described in the Notice. The Performing Party shall first obtain at least two (2) bids from different licensed contractors, suppliers, or employees which provide a detailed description of the work, the total labor costs and the total costs of materials. Upon completion of the work, the Performing Party shall provide the Failing Party with a bill for the costs incurred to perform the work. The bill shall include copies of invoices and receipts generated by the work and a ten percent (10%) administrative charge ("Bill"). The Bill shall be due and payable by the Failing Party upon receipt of the Bill. If the Failing Party does not pay the Bill within thirty (30) days of receipt of the Bill, the Performing Party may enforce the Performing Party's right by filing an action in small claims or superior court, depending upon the dollar amount of the Bill. The obligation to pay by the Failing Party shall run with the land and shall be binding upon and enforceable against the Failing Party's successors in interest and any judgment obtained from a court may be recorded against the portion of Parcel 2 owned by the Failing Party. If the Failing Party disagrees with the Performing Party's determination that maintenance is necessary or appropriate, or if the Failing Party and the Performing Party do not agree upon any other matter related to the work described in the Notice, the dispute shall be resolved in accordance with the Dispute Resolution Agreement and Procedures.

5.3 JOINT MAINTENANCE: The Residential Association shall Maintain all Common Improvements under the authority, direction and supervision of the Joint Maintenance Committee. All Common Improvements shall be Maintained in compliance with all applicable requirements imposed by the Maintenance Manual. The Residential Association shall regularly inspect all major components of the Common Improvements at least once each year under the direction of the Joint Maintenance Committee. One of the primary purposes of the inspection shall be to determine how to extend the life of the Common Improvements and to prevent damage to such Improvements resulting from neglect or failure to properly and adequately Maintain. The Residential Association shall provide the Joint Maintenance Committee with appropriate records to be retained by the Joint Maintenance Committee to document that all inspections, maintenance and other work related to the Common Improvements has been performed in compliance with the Maintenance Manual. The Residential Association shall determine the contractors to be used under the direction of the Joint Maintenance Committee ("**Joint Maintenance**"). The President of the Residential Association or other officer appointed by the Residential Board, on behalf of the Residential Association, shall execute all contracts to perform Joint Maintenance as determined by the Joint Maintenance Committee.

5.4 INSURANCE:

5.4.1 Property Damage Policy: The Residential Association shall carry a Special Form or "All-Risk" policy of property insurance for all insurable Improvements on Parcel 2, excluding Residential Units and excluding the portions of the Commercial Parcel which are situated within Building B. The policy

shall include fixtures and building service equipment, and shall provide coverage against loss or damage by fire or other casualty in an amount equal to the full replacement cost (without respect to depreciation) of the Improvements, and exclusive of land, foundations, excavation and other items normally excluded from coverage ("**Property Damage Policy**"). A replacement cost endorsement shall be part of the Property Damage Policy.

(a) Named Insured: The Property Damage Policy shall be a single policy under which the named insureds shall be the Responsible Commercial Party and the Residential Association; however, the Property Damage Policy shall be for the benefit of all Owners and their mortgagees, as their interests may appear.

(b) Certificate of Insurance: If reasonably available, provision shall be made under the Property Damage Policy for the issuance of a certificate of insurance to each Owner and that Owner's mortgagees which shall specify the amount of such insurance attributable to (a) each portion of the Commercial Parcel owned by a Commercial Owner and (b) each Residential Owner's Residential Condominium.

(c) Underwriter: The Property Damage Policy (except earthquake insurance) shall be written with a company legally qualified to do business in the State of California and (i) holding a "B" or better general policyholder's rating and a "6" or better financial performance index rating as established by Best's Insurance Reports, (ii) reinsured by a company described in (i), above, or (iii) if such a company is not available, the best rating possible or its equivalent.

(d) Authority to Negotiate: Exclusive authority to adjust losses under policies shall be vested in the Joint Maintenance Committee, as trustee for the Responsible Commercial Party, the Responsible Residential Party, each Commercial Owner and each Residential Owner; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in any settlement negotiations related thereto.

(e) Contribution: In no event shall the insurance coverage be brought into contribution with insurance purchased by the Responsible Commercial Party or the Responsible Residential Party or their respective mortgagees.

(f) General Provisions: To the extent possible, every reasonable effort shall be made to secure a Property Damage Policy which provides for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Responsible Commercial Party, the Responsible Residential Party, the Joint Maintenance Committee, the Manager and their respective Invitees;

(ii) That the Property Damage Policy will be primary, even if the Responsible Commercial Party or the Responsible Residential Party has other insurance which covers the same loss;

(iii) That the Property Damage Policy may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the policy holders and to each mortgagee listed as a scheduled holder;

(iv) An agreed amount endorsement, if the Property Damage Policy contains a coinsurance clause;

(v) A guaranteed replacement cost or replacement cost endorsement; and

(vi) An inflation guard endorsement.

(g) Term: The period of the Property Damage Policy shall not exceed three (3) years. Any policy for a term greater than one (1) year must permit short rate cancellation by the insureds.

(h) Deductible: The Property Damage Policy may contain a reasonable deductible and the amount of the deductible shall be added to the face amount of the policy in determining whether the insurance equals replacement cost.

5.4.2 Rights of Commercial Parcel: The Property Damage Policy is not intended to cover any fixtures or personal property situated within any portion of the Commercial Parcel leased to a third party (collectively, "**Tenant Improvements**"). If the Property Damage Policy offers coverage for a claim made by the Responsible Commercial Party or a Commercial Owner as a result of any damage to any Tenant Improvements, the Responsible Commercial Party or Commercial Owner, as the case may be, shall be responsible for paying any deductible if the Responsible Commercial Party or Commercial Owner wishes to adjust the claim under the Property Damage Policy.

5.4.3 Rights of Residential Parcel: The Property Damage Policy is not intended to cover any fixture or any personal property situated within an individual Residential Condominium. The Responsible Residential Party and each Residential Owner is responsible for determining and obtaining the type and amount of insurance needed to insure all fixtures and personal property within a Residential Condominium. If the Property Damage Policy offers coverage for a claim made by the Responsible Residential Party or a Residential Owner as a result of damage to any Improvement or personal property within a Residential Condominium, the Responsible Residential Party or Residential Owner, as the case may be, shall be responsible for paying any deductible, if the Responsible Residential Party or Residential Owner wishes to adjust the claim under the Property Damage Policy. Neither the Responsible Residential Party nor a Residential Owner shall be entitled to procure insurance coverage which decreases the amount which the Commercial Owner, the Commercial Association (on behalf of all Commercial Owners and their mortgagees) or the Residential Association (on behalf of all Residential Owners and their mortgagees) may realize under the Property Damage Policy.

5.4.4 Rights of Residential Tenants: Tenants and lessees of Residential Condominiums may not adjust any claim for damage to any fixture or personal property within a Residential Condominium under the Property Damage Policy.

5.4.5 Rights of Commercial Tenants: Tenants and lessees within the Commercial Parcel may not adjust any claim for damage to any Tenant Improvement(s) or personal property within the Commercial Parcel under the Property Damage Policy.

5.4.6 Annual Review: The Joint Maintenance Committee shall review the adequacy of the Property Damage Policy at least once every year. At least once every three years, the review shall include a replacement cost appraisal of all insurable Improvements without respect to depreciation. The Joint Maintenance Committee shall adjust the Property Damage Policy to provide the amount and type of coverage and protection that are customarily carried by prudent owners of similar property in the area in which Parcel 2 is situated.

5.5 DAMAGE AND DESTRUCTION: If fire or other casualty damage extends to any Common Improvement and a Separate Residential Improvement or a Separate Commercial Improvement (or both) which are insured through the Property Damage Policy, insurance proceeds must be used first to Restore the damaged Common Improvement. Any remaining proceeds shall be allocated by agreement between the

Responsible Residential Party and the Responsible Commercial Party. Any insurance proceeds not used in restoring a damaged Improvement shall be contributed to the reserve fund for Common Improvements.

5.5.1 Of Common Improvement(s): If fire or other casualty damage extends to any Common Improvement which is insured through the Property Damage Policy, the Joint Maintenance Committee shall proceed with the filing and adjustment of all claims arising under the existing insurance policies and shall represent all Owners in such proceedings. The insurance proceeds shall be paid to and held by an independent third party as trustee for all Owners and their mortgagees. Insurance proceeds may be used to secure the damaged Common Improvement so that it does not pose a threat to public safety. The damaged Common Improvement shall be Restored by the Joint Maintenance Committee. Any deductible that is owed when adjusting a claim under the Property Damage Policy for damage to a Common Improvement shall be paid as follows: fifty percent (50%) shall be paid by the Responsible Residential Party and fifty percent (50%) shall be paid by the Responsible Commercial Party. Any party who pays less than its share of the deductible shall reimburse the other party for the difference.

5.5.2 Of Separate Commercial Improvement(s): If fire or other casualty damage extends to any Separate Commercial Improvement which is insured through a policy or policies whose premiums are included in the Joint Maintenance Costs, the Responsible Commercial Party may adjust the claim under the Property Damage Policy. Insurance proceeds may be used to secure the damaged Separate Commercial Improvement so that it does not pose a threat to public safety. The Responsible Commercial Party shall Restore the damaged Separate Commercial Improvement. Any deductible or other deficiency in insurance proceeds shall be the responsibility of the Responsible Commercial Party.

5.5.3 Of Separate Residential Improvement(s): If fire or other casualty damage extends to any Separate Residential Improvement which is insured through a policy or policies whose premiums are included in the Joint Maintenance Costs, the Responsible Residential Party may proceed with the filing and adjustment of all claims arising under the Property Damage Policy. The Responsible Residential Party shall represent all Residential Owners in such proceedings. The insurance proceeds shall be paid to and held by the Responsible Residential Party for the benefit of the Responsible Residential Party, Residential Owners and their Mortgagees, as their interests may appear. Insurance proceeds may be used to secure the damaged Separate Residential Improvement so that it does not pose a threat to public safety. The Responsible Residential Party shall Restore the damaged Separate Residential Improvement. Any deductible or other deficiency in insurance proceeds shall be the responsibility of the Responsible Residential Party.

5.6 CONDEMNATION: If all or any portion of Parcel 2 is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be paid either (i) as apportioned by court judgment, (ii) as apportioned among the Owners of the legal interests being condemned and their mortgagees by agreement between the condemning authority and each of the Owners and their respective mortgagees, or (iii) to such Owners and their mortgagees proportionately according to the respective fair market values of the legal interests being condemned immediately prior to the time of condemnation, as determined by an independent appraisal made by an independent real estate appraiser with a Member of the Appraisal Institute Certificate or the equivalent, as selected by the Residential Board. If the portion of Parcel 2 being condemned is a Common Improvement, the Joint Maintenance Committee shall represent the interests of the Owners. If the portion of Parcel 2 being condemned is a Separate Residential Improvement, the Responsible Residential Party shall represent the interests of the Residential Owners. If the portion of Parcel 2 being condemned is a Separate Commercial Improvement, the Responsible Commercial Party shall represent the interests of the Commercial Owners.

5.7 MECHANIC'S LIENS: If a notice of mechanic's lien is filed against Parcel 2 for labor or material alleged to have been furnished to or delivered for any Owner within Parcel 2, the Owner shall immediately cause the lien to be discharged by payment, bond or otherwise.

ARTICLE VI

JOINT MAINTENANCE COMMITTEE AND ASSESSMENTS

6.1 MEMBERSHIP: A Joint Maintenance Committee shall be established consisting of four (4) members: two (2) representatives shall be appointed by the Residential Board and two (2) representatives shall be appointed by the Responsible Commercial Party. If the Commercial Association is the Responsible Commercial Party, then the representatives appointed must be directors then serving on the Commercial Board appointed by the Commercial Board. The Responsible Commercial Party and the Responsible Residential Party may each replace their representatives at any time and as often as they choose.

6.2 VOTING: Each representative may cast one (1) vote. Three (3) affirmative votes are required for any proposal to be adopted by the Joint Maintenance Committee. Tie votes that cannot be resolved among the Joint Maintenance Committee members shall be resolved in accordance with the provisions of the Dispute Resolution Agreement and Procedures. For purposes of resolving such disputes the mediator, arbitrator or referee shall give priority to Maintaining of the waterproofing systems, life and safety systems and preventative maintenance of the Common Improvements.

6.3 MEETINGS AND NOTICE:

6.3.1 Regularly Scheduled Meetings: The Joint Maintenance Committee shall meet no less frequently than quarterly. Meetings shall be on the first Thursday of February, May, August and November at 6:00 pm in a suitable location within Parcel 2, unless otherwise agreed to by a majority of the Joint Maintenance Committee representatives. If the designated day is a federal or state holiday, the meeting shall be held on the following Thursday.

6.3.2 Special Meetings: The Joint Maintenance Committee shall also meet each time the Responsible Commercial Party or the Responsible Residential Party requests a meeting. All requests shall be in writing and shall set a default date, time and place of meeting. The default date and time shall be 6:00 pm on the first business day following the thirtieth (30th) day after the date of the request. The default location shall be a suitable location within Parcel 2. The person or entity who requests a meeting may arrange a different time or location that is acceptable to all parties. However, if the parties are unable to agree, the meeting shall take place at the default date, time and place set forth in this Section 6.3.2.

6.3.3 Notice: Notice of meetings held pursuant to Section 6.3.1 (Regularly Scheduled Meetings) need not be given. Notice of meeting held pursuant to Section 6.3.2 (Special Meetings) must be given to the Responsible Commercial Party and the Responsible Residential Party at least twenty (20) calendar days prior to the day of the meeting. The Residential Board shall provide notice to members of the Residential Association in any manner that is reasonably calculated to reach its members.

6.3.4 Attendance: Meetings of the Joint Maintenance Committee shall be open to all members of the Residential Association and to all members of the Commercial Association if the Commercial Association is the Responsible Commercial Party.

6.3.5 Records: The Joint Maintenance Committee shall keep minutes or other records of its meetings which shall be available for inspection by the Responsible Commercial Party and the Responsible Residential Party. In addition, all members of the Residential Association and Commercial Association shall be entitled to inspect and copy records to the same extent as the records of the Residential Association are available for inspection by members of the Residential Association.

6.4 **RULES:** The Joint Maintenance Committee may establish rules ("**Rules**") governing the Common Improvements, excluding alterations to the Commercial Exterior or the Residential Exterior, as long as the Rules are consistent with the provisions of this Agreement. Subject to the provisions of California Civil Code Section 1357.100 et seq, the Responsible Commercial Party and the Responsible Residential Party shall be bound by the Rules. If a Rule is repealed by the members of the Residential Association, the representatives of the Residential Parcel shall notify the Joint Maintenance Committee, who shall revise the Rules accordingly.

6.5 **BUDGETING:**

6.5.1 **Prepare and Distribute Budget:** At least one hundred twenty (120) days before the beginning of each Fiscal Year, the Joint Maintenance Committee shall prepare and distribute to the Responsible Residential Party and the Responsible Commercial Party a Budget which estimates the (a) costs of operating, servicing and otherwise Maintaining Common Improvements, including the costs of electric service and water service to the Common Perimeter Improvements as defined in Section 2.10.2 (Common Perimeter Improvements) during that Fiscal Year, (b) the costs of performing Joint Maintenance during that Fiscal Year, (c) the costs of maintaining property insurance during that Fiscal Year for all insurable Improvements on Parcel 2 as required by Section 5.4 (Insurance) and (d) the amounts to be set aside during that Fiscal Year as reserves for deferred maintenance and replacement of the major components of the Common Improvements (collectively, "**Joint Maintenance Costs**"). The Budget shall be prepared in accordance with the requirements set forth in California Civil Code Section 1365 and must be in a format substantially similar to that attached as **Exhibit "C"** to this Agreement and must use the formulas for allocation set forth in Exhibit "C."

The formulas and allocations made in Exhibit "C" were selected to achieve a predicted equitable allocation of operating expenses and reserves between the Residential Parcel and the Commercial Parcel. Reasonable arguments could be made for different allocations, whether more detailed, less detailed, more inclusive, less inclusive, higher or lower. Provisions could have been established to review or modify these allocations as the Project commenced operation or as circumstances changed. However, it was also deemed equitable to create a fixed system which is not subject to negotiation or change so that Owners would have certainty of the allocation mechanism at the time of purchase. By accepting title to real property within Parcel 2, each Owner agrees to be bound by the allocations set forth in the attached Budget whether or not they are indeed the most equitable arrangement.

6.5.2 **Increase Limitation:** Any Budget prepared and distributed by the Joint Maintenance Committee for a particular Fiscal Year in accordance with Section 6.5.1 (Prepare and Distribute Budget) shall be marked "**Preliminary Budget**" and shall not be effective to the extent that it includes aggregate Joint Maintenance Costs greater than one hundred twenty percent (120%) of the aggregate Joint Maintenance Costs as set forth in the Budget for the current Fiscal Year except in accordance with the following procedures:

(a) Within thirty (30) days after receiving a copy of a Preliminary Budget, the Residential Board shall prepare a proforma budget for the Residential Association's next fiscal year in which the only changes from the Residential Association's currently adopted budget are to incorporate the increases and decreases (if any) in the Preliminary Budget.

(b) If the resulting assessment for each Residential Condominium as set forth in the proforma budget for the Residential Association's next fiscal year is not more than one hundred twenty percent (120%) of the then current assessment for each Residential Condominium, the Residential Board shall so advise the Joint Maintenance Committee and the Preliminary Budget shall be considered the Budget for the next Fiscal Year. The Joint Maintenance Committee shall then remove the words "Preliminary Budget" and shall distribute the Budget to the Responsible Residential Party and the Responsible Commercial Party.

(c) If the resulting assessment for any Residential Condominium as set forth in the proforma budget for the Residential Association's next fiscal year is more than one hundred twenty percent (120%) of the then current assessment for any Residential Condominium, the Residential Association can only adopt that proforma budget if the members of the Residential Association approve the increase. In that case, the Joint Maintenance Committee and the Residential Board shall confer to determine a mutually agreeable course of action. If no course of action is agreed to before the beginning of the next Fiscal Year, the Preliminary Budget shall be deemed adjusted to provide for aggregate Joint Maintenance Costs equal to one hundred twenty percent (120%) of the aggregate Joint Maintenance Costs as set forth in the Budget for the current Fiscal Year and such Preliminary Budget shall be considered the Budget for the next Fiscal Year.

6.6 ASSESSMENTS:

6.6.1 Commercial Assessments: The total amount of the Joint Maintenance Costs to be paid by the Commercial Owners in accordance with the Budget for that Fiscal Year shall be assessed to the Responsible Commercial Party by the Residential Association in accordance with the allocation formulas set forth in the Budget attached hereto as Exhibit "C." The Responsible Commercial Party shall pay to the Residential Association the amount assessed against the Commercial Owners in accordance with Exhibit "C" attached hereto, in four (4) equal quarterly installments, due on the first day of January, April, July and October.

6.6.2 Payment of Assessments: The Residential Association shall include one hundred percent (100%) of the amount allocated to the Residential Association in its proforma budget for the corresponding Fiscal Year.

6.7 ACCOUNTS: The Residential Association shall disburse funds as needed to fulfill the obligations of the Joint Maintenance Committee under this Agreement in a timely manner.

6.8 OBLIGATIONS: The Residential Association shall do the following: (a) include one hundred percent (100%) of the Joint Maintenance Costs in its budget; offset by the Commercial Assessments described in Section 6.6.1 (Commercial Assessments), (b) pay all Joint Maintenance Costs when due, irrespective of whether the Residential Association is able to collect payment from the Responsible Commercial Party or the members of the Residential Association; and (c) obtain any approval of the members of the Residential Association which is required by the Residential Declaration. However, if approval of the members of the Residential Association is required by California Civil Code Section 1366(b) and the members of the Residential Association fail to give such approval, the Joint Maintenance Committee shall adjust its funding requirements accordingly.

6.9 MANAGER: The Manager shall operate under the direction of the Joint Maintenance Committee. The Manager shall perform and supervise the Joint Maintenance on a day-to-day basis. The initial Manager shall be the President of the Residential Association; however, the Residential Board may appoint any other person to serve as the Manager. Notwithstanding the foregoing, the Manager shall serve subject to the power of the Joint Maintenance Committee to appoint another person to serve as the Manager.

ARTICLE VII

AMENDMENT AND ENFORCEMENT

7.1 **AMENDMENTS:** Except as otherwise provided in this Article VII, this Agreement may be amended by a vote of three-fourths (3/4ths) of the members of the Joint Maintenance Committee. Any amendment shall be effective when it is signed by at least three (3) members of the Joint Maintenance Committee and recorded in the Official Records of the County.

7.2 **ENFORCEMENT:**

7.2.1 **Rights to Enforce:** Subject to the provisions of the Dispute Resolution Agreement and Procedures, Declarant, the Responsible Commercial Party, the Responsible Residential Party, each Commercial Owner and each Residential Owner shall have the power to enforce the provisions of this Agreement in any manner provided by law or in equity and in any manner provided in this Agreement. The provisions of this Agreement are equitable servitudes, enforceable by Declarant against the Responsible Commercial Party, all Commercial Owners, the Responsible Residential Party and all Residential Owners, by the Responsible Commercial Party against Declarant, the Responsible Residential Party and all Residential Owners, and by the Responsible Residential Party against Declarant, the Responsible Commercial Party and all Commercial Owners. Except as otherwise provided, Declarant, the Responsible Commercial Party, the Responsible Residential Party, each Commercial Owner and each Residential Owner has the right to enforce, in any manner permitted by law or in equity, any and all of the provisions of this Agreement, including any decision made by the Joint Maintenance Committee, upon the Responsible Commercial Party, the Responsible Residential Party, each Commercial Owner and each Residential Owner or upon any portion of Parcel 2.

7.2.2 **No Waiver:** The failure to enforce the provisions of any covenant, condition or restriction contained in this Agreement will not constitute a waiver of any right to enforce any such provisions or any other provisions of this Agreement.

7.3 **FNMA/FHLMC/FHA/VA:** Declarant shall have the right to amend the provisions of this Agreement if the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal Housing Administration (FHA) or the Department of Veterans' Affairs (VA) require changes to this Agreement as a condition of providing mortgage financing or mortgage insurance for Residential Units (collectively, "**Financing Condition.**") To amend this Agreement in order to effectuate changes as a result of any such Financing Condition, Declarant must record a document that (i) describes Parcel 2, (ii) references this Section 7.3, (iii) describes the Financing Condition, (iv) describes the Sections in this Agreement that are affected by the Financing Condition, and (iv) contains the new or amended provisions. Notwithstanding the provisions of Section 7.1 (Amendments), the amendment shall be effective when (a) it is signed by Declarant and (b) it is recorded in the Official Records of the County.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 **DISPUTES:** Any disputes, claims, issues or controversies between Declarant, the Responsible Commercial Party and/or the Responsible Residential Party, including a tie vote of the Joint Maintenance Committee that remains unresolved (collectively, "**Dispute**"), regarding any matters that arise from or are in any way related to this Agreement, shall be resolved in accordance with the Dispute Resolution Agreement and Procedures. To the extent there are inconsistencies or conflicts between the Master Dispute and Title 7 Declaration and this Agreement, the provisions of the Master Dispute and Title 7 Declaration shall supersede

the inconsistent or conflicting provisions of this Agreement and the provisions of the Master Dispute and Title 7 Declaration shall prevail

8.2 COMMERCIAL IRRIGATION AREA: The Commercial Owner shall provide irrigation water, at the Commercial Owner's sole cost and expense, to serve the landscaping which is shown as "Commercial Irrigation Area" on the Maintenance Responsibilities Plat attached to the Residential Declaration.

8.3 APPLICABLE LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

8.4 BINDING: All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of Declarant, the Responsible Commercial Party, the Responsible Residential Party and all Owners and all of their respective transferees, successors and assigns, heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, tenants, encumbrancers, donees, grantees, mortgagees and lien holders.

8.5 EXHIBITS: All exhibits attached to this Agreement are incorporated by this reference as though fully set forth herein.

8.6 INTERPRETATION OF PROVISIONS: The provisions of this Agreement shall be liberally construed to effectuate their purpose.

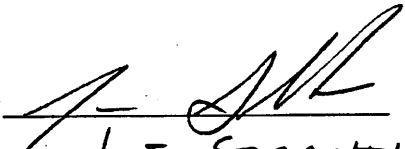
8.7 SCOPE: Each Owner, by mere acceptance of a deed to any portion of Parcel 2 (including but not limited to a Commercial Condominium or a Residential Condominium), shall be deemed to have agreed, for any and all purposes, for itself, its contract purchasers, tenants or lessees and their guests, invitees or licensees, to abide by, and to be bound by, each and every provision of this Agreement, regardless of whether the deed refers specifically to this Agreement or to any such duty, obligation, or agreement.

8.8 SEVERABILITY OF PROVISIONS: The provisions of this Agreement shall be deemed independent and severable, and the validity or enforceability of any one provision will not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, Declarant has executed this Agreement on this 21ST day of June, 2010.

DECLARANT:

REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG,
a public body, corporate and politic

By: 

Name:

JOE SORANTI

Title:

EXECUTIVE DIRECTOR

For

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA } ss.

On JUNE 21, 2010, before me, KATHY GORDON COMTOIS, Notary Public,
personally appeared JOSEPH A. SBRANTI,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

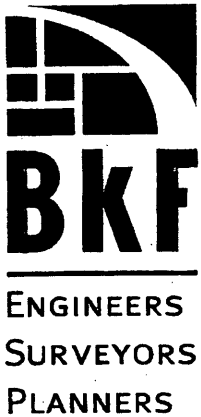
WITNESS my hand and official seal.



Kathy Gordon Comtois
Signature

EXHIBITS

- A Legal Description of Additional Common Utility Easement Area
- B Plat of Additional Common Utility Easement Area
- C Proforma Budget (Section 6.5.1)



June 18, 2010
BKF Job No.: 20105027-50

**EASEMENT DESCRIPTION
(THREE-DIMENSIONAL EASEMENT)**

All that certain real property in the City of Pittsburg, County of Contra Costa, State of California, and described as follows:

BEING a portion of the Commercial Parcel as said parcel is described in the CORRECTION TO PARCEL MAP WAIVER FOR A LOT SPLIT PMW 10-03, recorded May 13, 2010, as Document 2010-0096699-00, Contra Costa County Records, said portion being more particularly described as follows:

COMMENCING at the most easterly corner of said Commercial Parcel at the intersection of the southerly right of way line of West Sixth Street (right of way varies) with the westerly right of way line of Railroad Avenue (right of way varies) as said street and avenue are shown on that certain map entitled "Subdivision 9070, Black Diamond, for Condominium Purposes", filed April 28, 2006, in Book 490 of Maps at Pages 7 through 11 (490 M 7), inclusive, in the Office of the Recorder of Contra Costa County;

THENCE westerly along said southerly right of way line South $73^{\circ}12'07''$ East 66.58 feet to the **POINT OF BEGINNING**;

THENCE easterly along the last said line South $73^{\circ}12'07''$ East 9.33 feet;

THENCE leaving said line South $16^{\circ}47'53''$ West 10.92 feet; **THENCE** North $73^{\circ}12'07''$ West 4.00 feet;

THENCE South $16^{\circ}47'53''$ West 18.58 feet to the general westerly line of said Commercial Parcel;

THENCE along the last said line the following two courses:

- 1) North $73^{\circ}12'07''$ West 5.33 feet;
- 2) North $16^{\circ}47'53''$ East 29.50 feet to the **POINT OF BEGINNING**.

Containing an area of 201 square feet, more or less.

The bottom plane of the vertical space contained within said easement shall be to elevation 24.42 feet, being the top of the concrete slab at the lower level of said Commercial Parcel.

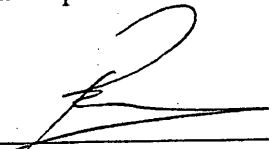
The top plane of the vertical space contained within said easement shall be to elevation 41.42 feet, being the bottom of the building podium level concrete slab.

June 18, 2010
BKF Job No.: 20105027-50
Easement description

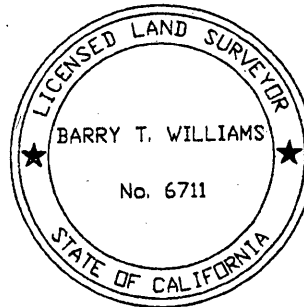
Elevations stated above are based on Tidal Benchmark 4, a standard disk stamped "Tidal 4 1937", set in top of south end of top step in flight of steps leading to basement on north side of Post Office building at the intersection of East Fifth Street and Railroad Avenue, 27 feet east of northeastern corner of building. Elevation taken as 22.27 feet (NGVD 29).

A plat showing the above described easement is attached hereto and made a part hereof as Exhibit "B".

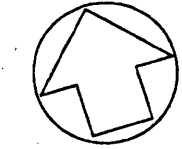
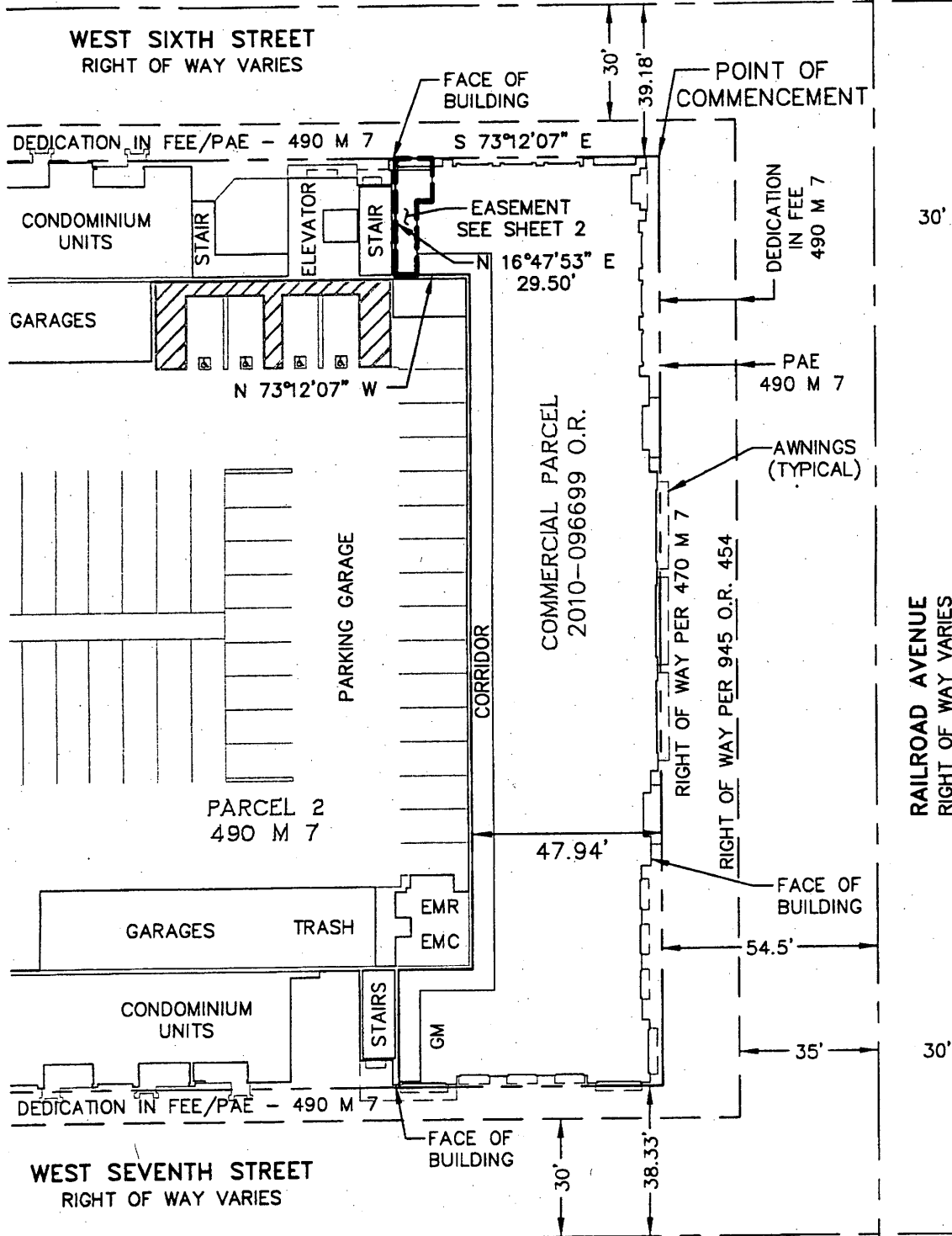
This property description has been prepared by me, or under my direction, from record information for BKF Engineers, in conformance with the requirements of the Land Surveyors' Act and shall not be utilized in any conveyance which violates the Subdivision Map Act of the State of California or local ordinances.

By: 
Barry T. Williams, P.L.S No. 6711

Dated: 6/18/10



K:\MAIN\2010\20105027 Vidrio Condominiums\Legal Descriptions\VI-ESMT-DESC.doc



LEGEND:

EMC = ELECTRICAL
METER ROOM
COMMERCIAL
EMR = ELECTRICAL
METER ROOM
RESIDENTIAL
GM = GAS METER
M = MAP
PAE = PRIVATE
ACCESS
EASEMENT

GRAPHIC SCALE



(IN FEET)
1 inch = 40 feet

EXHIBIT "B"



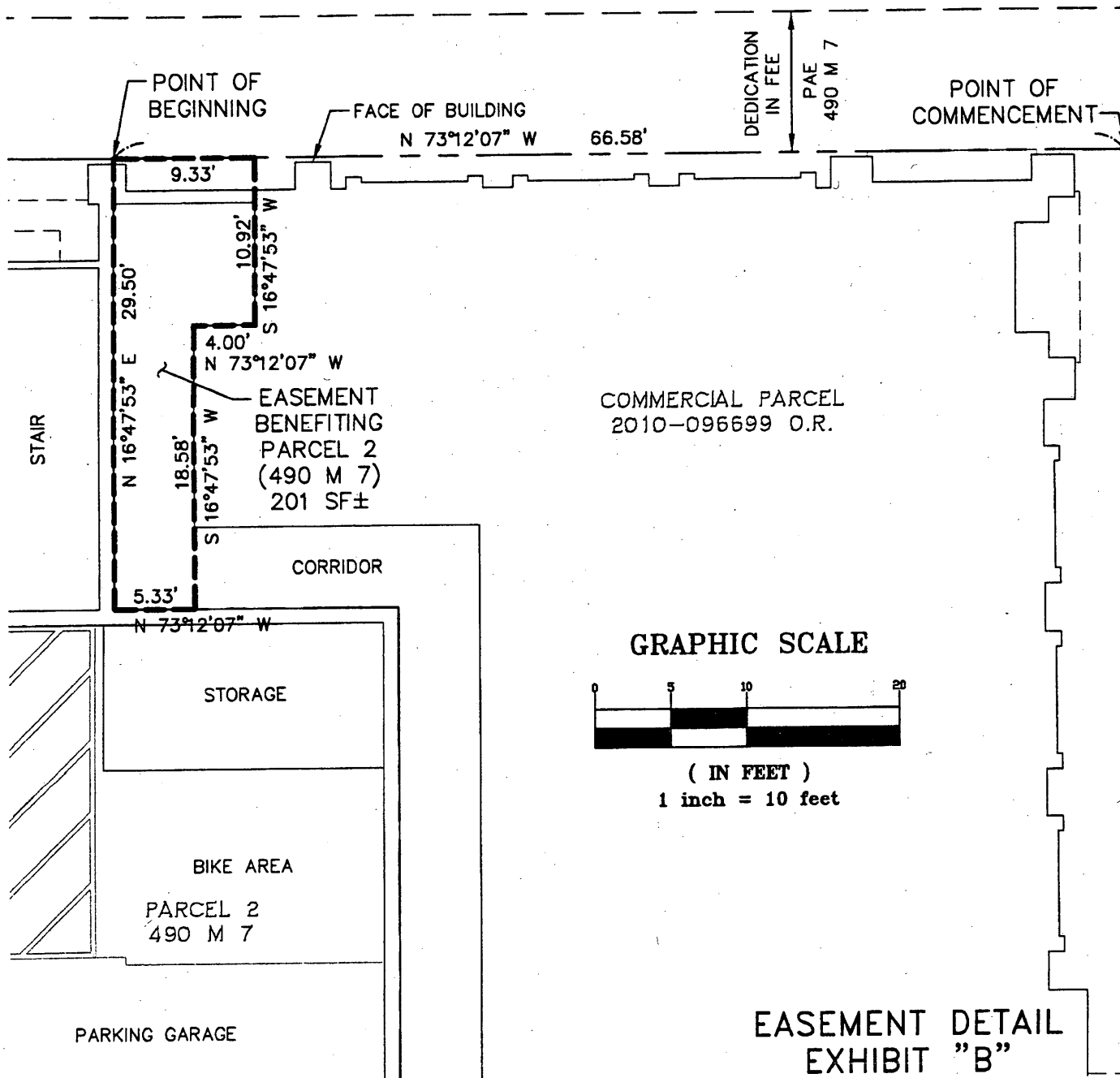
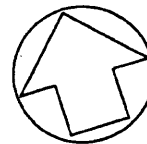
1646 NORTH CALIFORNIA BLVD.
SUITE 400
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
EASEMENT DESCRIPTION

Job No. 20105027-50

By MLM Date 06/18/10 Chkd. BTW
SHEET 1 OF 2

WEST SIXTH STREET



1646 NORTH CALIFORNIA BLVD.
SUITE 400
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
EASEMENT DESCRIPTION
Job No. 20105027-50
By MLM Date 06/18/10 Chkd. BTW
SHEET 2 OF 2

ANNUAL OPERATING BUDGET

First Fiscal Year

for

**VIDRIO RESIDENTIAL
OWNERS ASSOCIATION**

JOINT MAINTENANCE

Prepared By:

JOHN H. BEATTY & ASSOCIATES

One Annabel Lane, Suite 100

San Ramon, CA 94583

925-277-8178

Fax 925-277-8183

ANNUAL OPERATING BUDGET

VIDRIO RESIDENTIAL OWNERS ASSOCIATION

JOINT MAINTENANCE EXPENSES

Annual Budget First Fiscal Year
Number of Parcels 2

INCOME

ASSESSMENTS AND OTHER

		MONTHLY	ANNUAL
ASSESSMENTS - RESIDENTIAL PARCEL	50.00%	\$2,555.97	\$30,672
ASSESSMENTS - COMMERCIAL PARCEL	50.00%	\$2,555.97	\$30,672
Interest - Reserve Fund		0.00	0
TOTAL INCOME		5,111.94	\$61,343

EXPENSES

ADMINISTRATIVE

Management Services Contract	112.50	1,350
Accounting Services - Monthly	30.00	360
Insurance - Property	2,517.58	30,211
Miscellaneous Administrative	79.80	958
TOTAL ADMINISTRATIVE	2,739.89	32,879

LANDSCAPING

Landscaping Services - Monthly	475.00	5,700
Landscaping Services & Supplies	95.00	1,140
Miscellaneous Landscaping	17.10	205
TOTAL LANDSCAPING	587.10	7,045

UTILITIES

Electricity
Water and Sewer
Miscellaneous Utilities

MONTHLY

92.81
196.89
8.69

ANNUAL

1,114
2,363
104

TOTAL UTILITIES**298.39****3,581****FIRE AND LIFE SAFETY**

Fire Alarm System - Monitoring
Fire Alarm System - Maintenance
Fire Sprinkler Testing & Inspection
Fire Extinguisher Certification
Miscellaneous Fire and Life Safety

105.00
225.00
166.67
0.00
14.90

1,260
2,700
2,000
0
179

TOTAL FIRE AND LIFE SAFETY**511.57****6,139****TOTAL OPERATING EXPENSE****\$4,136.94****\$49,643****RESERVE CONTRIBUTION****\$975.00****\$11,700****TOTAL OPERATING AND RESERVES****\$5,111.94****\$61,343**

BUDGET ASSUMPTIONS

INCOME

Income for the **VIDRIO RESIDENTIAL OWNERS ASSOCIATION** used to fund the Joint Maintenance Expenses is derived one half from the monthly maintenance assessment paid by the Owner(s) of the Residential Owners and one half from the quarterly Assessments paid by the Commercial Parcel Owner(s) in accordance with the Easement, Joint Maintenance and Use Agreement.

ASSESSMENTS - \$61,343

The Assessment income for the Joint Maintenance Area is generated from Assessments allocated equally by the Association to the Residential Owners and the Commercial Parcel Owner(s).

OPERATING EXPENSES

ADMINISTRATIVE

MANAGEMENT SERVICES - \$1,350

This category provides for the cost of management services for the Association's ongoing operations and corporate affairs. This projection is based on preliminary information provided by John H. Beatty & Associates, of San Ramon, a company which specializes in the establishment of common interest developments.

ACCOUNTING SERVICES - MONTHLY - \$360

The accounting needs of the Association consist of accounts receivable, accounts payable, payroll administration, bank account reconciliations and monthly financial statements for the Board of Directors. Projections are based on preliminary information provided by Bautista & Co., a Millbrae based accounting firm that specializes in providing accounting services to Common Interest Developments.

INSURANCE - PROPERTY - \$30,211

This category provides for the fire and casualty insurance coverage for the building as specified in the Association's Enabling Declaration. Calculations are based on an assumed replacement value of \$29,000,000. Projected premiums are based on preliminary information provided by Crist, Elliot & Machette, of Oakland.

MISCELLANEOUS ADMINISTRATIVE - \$958

This is a contingency provision for unscheduled expenses in the administration of the Association and is calculated at 3% of the total Administrative category.

LANDSCAPING

LANDSCAPING SERVICES - MONTHLY - \$5,700

The landscaping is maintained by an outside landscape maintenance contractor. This service includes all personnel and equipment necessary for the routine maintenance of the plantstock and irrigation system at the Building Perimeter.

LANDSCAPING SERVICES - ANNUAL - \$1,140

This category provides for any additional costs associated with the maintenance of the landscape for any work requested by the Association that is beyond the scope of the routine maintenance agreement.

MISCELLANEOUS LANDSCAPING - \$205

This is a contingency provision for unscheduled expenses in the maintenance of the landscaping.

UTILITIES

ELECTRICITY - \$1,114

This category provides for the electrical usage of the Joint Maintenance Area. Calculations are based on the usage indicated in Schedule 5 at the rates as indicated.

WATER AND SEWER - \$2,363

This category provides for irrigation water service for the Joint Maintenance Areas. Calculations are based on the projected usage as indicated in Schedule 6 at the rates as indicated.

MISCELLANEOUS UTILITIES - \$104

This is a contingency provision for any unanticipated Utility expenses and is calculated as 3% of the Utility category.

FIRE AND LIFE SAFETY

FIRE ALARM SYSTEM - MONITORING - \$1,260

This category provides for the off-site monitoring of the Fire Alarm System. The category provides for the fixed monthly telephone line charges associated with the system.

FIRE ALARM SYSTEM MAINTENANCE - \$2,700

This category provides for the quarterly maintenance and testing of the Fire Alarm System.

FIRE SPRINKLER SYSTEM - TESTING AND INSPECTION - \$2,000

This category provides for the annual testing & inspection of the common fire suppression system.

MISCELLANEOUS FIRE AND LIFE SAFETY - \$179

This is a contingency provision for unscheduled expenses in the monitoring and maintenance of the Fire and Life Safety System and is calculated as 3% of the total Security and Life Safety category.

RESERVES

RESERVE CONTRIBUTION - \$11,700

The reserves for the Association are those monies set aside in a "sinking fund" for the purpose of defraying the cost of the replacement and/or repair of major components of common property. The line by line breakdown of the various components are presented in a separate report - The Reserve Study.

SCHEDULE 5

VIDRIO RESIDENTIAL OWNERS ASSOCIATION

JOINT MAINTENANCE EXPENSES

Utility Electricity
Company PG&E
Rate \$0.15 Effective as of 03/01/2010

Equipment	Average Wattage	Number	Hours Daily	KWH/ Year	Annual Expense
Fire Alarm Panels	800	1	24	7,008	1,036.06
Subtotal				7,008	\$1,036.06

Other Charges	Rate	Annual Expense
City Tax	7.5%	\$77.70
Subtotal		\$77.70

TOTAL ELECTRICAL EXPENSE

\$1,113.77

SCHEDULE 6

VIDRIO RESIDENTIAL OWNERS ASSOCIATION

JOINT MAINTENANCE EXPENSES

Utility Water
Company City Of Pittsburgh
Rates As Shown Effective as of 11/01/2010

Irrigation	Square Footage	Annual Feet	100 cf /Year	Rate/ 100 cf	Annual Expense
Ground Cover	4,319	5.0	216	3.22	\$695.35
Subtotal					\$695.35

Meter Charges	Size	Number Meters	Rate/ Month	Annual Expense
Fireline Standby	6 inch	1	138.94	\$1,667.28
Subtotal				\$1,667.28

TOTAL WATER EXPENSE

\$2,362.63

RESERVE STUDY

This report documents the results of a Reserve Study performed by JOHN H. BEATTY & ASSOCIATES for the **Vidrio Residential Owners Association - Joint Maintenance Areas**. It provides an analysis of the repair and replacement requirements for the Association's major components and recommends a Funding Plan to meet those obligations. This Reserve Study was performed in compliance with California Civil Codes §1365 and §1365.5. The essential elements in performing the Reserve Study are:

1. A review of the Association's Covenants, Conditions and Restrictions (CC&Rs) to identify the common area which the Association is obligated to maintain;
2. An estimate of the projected Useful Life of each those components determined to be included in the Study;
3. An estimate of the projected Remaining Life of each of these components;
4. An estimate of the Replacement Cost of each of these components;
5. Projection of the total Annual Contribution necessary to maintain these components;
6. An estimate of the amount of Cash Reserves necessary to maintain these components;
7. Disclosure of the current amount, if any, of Accumulated Cash Reserves actually funded;
8. Disclosure of the Percentage of the Projected Reserve Requirement actually funded;
9. Disclosure of any determined or anticipated Special Assessments;
10. A general Statement of Methodology.

SCOPE

This study is aligned with the Association's fiscal year and establishes the period of time for which Reserve Expenditures and Reserve Fund Balances are projected as a thirty (30) year period beginning with the Association's First Fiscal Year of which the first twenty (20) years are presented herein.

METHODOLOGY

A Cash Flow Methodology versus a Straight Line Methodology was used to determine the Annual Reserve Contribution. These different methods may result in different funding balances. The underlying premise of this reserve funding approach is to establish a contribution level that will allow the Association to maintain a positive balance in the Reserve Fund while meeting determined maintenance obligations. The Cash Flow method allows the Association to achieve this goal without the unnecessary overfunding of Reserves. Also, as the interest earned on the reserve fund will not totally offset inflation, projections were made using the current inflation factor and an average interest rate on fully insured certificates of deposit.

In preparing this Reserve Study, a comprehensive list of major components was developed by JOHN H. BEATTY & ASSOCIATES. Data was compiled on the type, number, age and estimated cost of each of the established components. In gathering this information, certain assumptions were made about costs, conditions, and future events and circumstances which may occur. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the date of this report. Therefore, the actual replacement costs and remaining lives may vary from this report and the variations could be material. All life expectancies were based on reasonable industry standards for equipment and material and, unless specifically noted, all components were in a reasonable and ordinary condition.

No destructive testing was undertaken nor does this study purport to address any latent and/or patent defects or life expectancies which are abnormally short due to either improper design and/or installation or to subsequent improper maintenance. It is assumed that all components will be reasonably maintained by the Association for the remainder of their life expectancy.

For a component to be included in this study, the following criteria have been established:

1. The maintenance of the component is the responsibility of the Association;
2. There is a non-annual repair and replacement requirement that is not included in the Annual Operating Budget;
3. The estimated useful life of the component is greater than one (1) year; and
4. The estimated remaining life of the component is less than thirty (30) years.

This study is intended to reflect the current estimated replacement cost of the components and is intended ONLY as a projection of the actual cost of the work when performed at a specific date in the future. This limitation is necessary as it is virtually impossible to predict with any degree of certainty the myriad factors that will impact costs at a future date. Because of this qualification and the specific requirements of applicable California Civil Codes, it is necessary for the information contained in this study to be reviewed annually to reflect any meaningful changes in use or significant increases in labor and/or materials costs.

This study contains a 5% Unscheduled or contingency funding allocation, which is a percentage of the total annual Contribution to Reserves. This fund provides for any unforeseen or out of the ordinary repair or replacement expense. Additionally, it can be used in subsequent years as a source of funds for reallocation of the life cycles should any components be abnormally accelerated.

FINDINGS

The findings of this study indicate that it will be necessary to establish the initial Annual Reserve Fund Contribution as shown in Item 2 below and to increase the Contribution to Reserves by 3% each year thereafter. These findings are based on the following:

1. Reserve Fund Balance at beginning of
First Fiscal Year \$0
2. Reserve Contribution for First Fiscal Year 11,700
3. Assumed Annual Inflation Rate 3.0%
4. All "After Tax" interest earned on Reserve Fund investments will be retained in
the Reserve Fund.

DISCLOSURES

This plan provides adequate funds to meet projected expenditures without relying on Special Assessments or increases in regular assessments that require a vote of the Membership.

PROJECTED EXPENDITURES

RESERVE COMPONENTS	Current	Estimated		Fiscal Yr.	1	2	3	4	5	6	7	8	9	10
	Repair/Replace	Usfl	Rmng											
Assumed Annual Inflation Rate.. 3.0%	Cost	Life	Life											
LANDSCAPING:														
1 - Plant Stock	3,000	3	2			3,090			3,377			3,690		
2 - Tree Maintenance	2,500	4	3				2,652				2,985			
3 - Backflow Device	3,500	20	19											
MECHANICAL SYSTEMS-WATER:														
4 - C3 Drainage Repairs	25,000	20	19											
5 - C3 Media Replacement	15,000	10	9										19,002	
SAFETY-FIRE & LIFE SAFETY SYSTEM:														
6 - Central Equipment	60,000	30	29											
7 - Certification	3,500	5	4					3,825					4,434	
8 - Control Panel	3,000	10	9										3,800	
9 - Electrical Wiring	15,000	15	14											
10 - Peripheral Equipment	25,000	15	14											
UNSCHEDULED..... 5.0%	585				585	603	621	639	658	678	699	719	741	763
TOTAL EXPENDITURES					585	3,693	3,273	4,464	4,035	678	3,684	4,409	27,977	763

Exhibit "C"

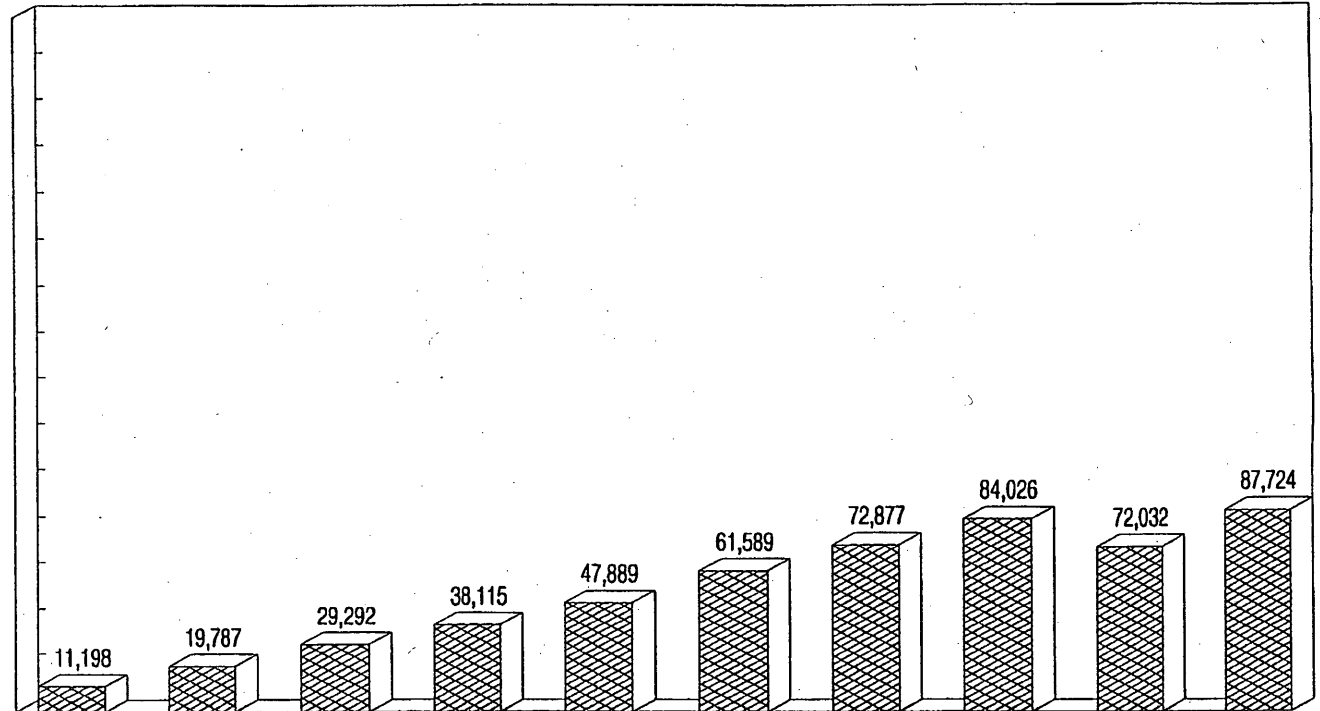
PROJECTED EXPENDITURES

RESERVE COMPONENTS	Current	Estimated		Fiscal Yr.	11	12	13	14	15	16	17	18	19	20
	Repair/Replace	Usfl	Rmng											
Assumed Annual Inflation Rate.. 3.0%	Cost	Life	Life											
LANDSCAPING:														
1 - Plant Stock	3,000	3	2		4,032			4,406			4,814			5,261
2 - Tree Maintenance	2,500	4	3		3,360				3,781				4,256	
3 - Backflow Device	3,500	20	19										5,959	
MECHANICAL SYSTEMS-WATER:														
4 - C3 Drainage Repairs	25,000	20	19										42,561	
5 - C3 Media Replacement	15,000	10	9										25,536	
SAFETY-FIRE & LIFE SAFETY SYSTEM:														
6 - Central Equipment	60,000	30	29											
7 - Certification	3,500	5	4					5,140					5,959	
8 - Control Panel	3,000	10	9										5,107	
9 - Electrical Wiring	15,000	15	14					22,028						
10 - Peripheral Equipment	25,000	15	14					36,713						
UNSCHEDULED..... 5.0%	585				786	810	834	859	885	911	939	967	996	1,026
TOTAL EXPENDITURES					8,178	810	834	69,146	4,666	911	5,753	967	90,374	6,286

Exhibit "C"

PROJECTED BALANCES

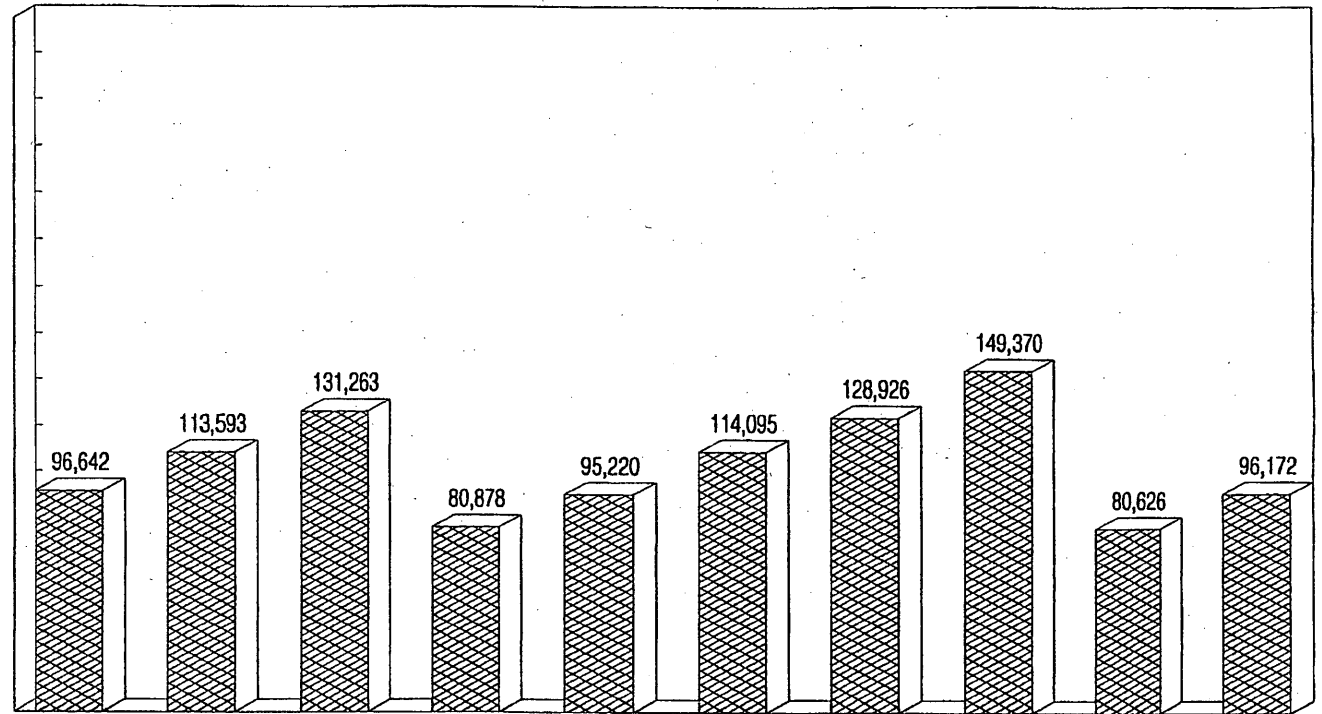
Exhibit "C"



	Fiscal Yr.	1	2	3	4	5	6	7	8	9	10
BEGINNING BALANCE		0	11,198	19,787	29,292	38,115	47,889	61,589	72,877	84,026	72,032
EXPENDITURES (Inflated \$)	3.0%	585	3,693	3,273	4,464	4,035	678	3,684	4,409	27,977	763
RESERVE CONTRIBUTION		11,700	12,051	12,413	12,785	13,168	13,564	13,970	14,390	14,821	15,266
Per Unit Per Month (76 units)		12.83	13.21	13.61	14.02	14.44	14.87	15.32	15.78	16.25	16.74
Percentage Increase to Reserves		0.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
SPECIAL ASSESSMENTS		0	0	0	0	0	0	0	0	0	0
INTEREST AFTER TAX	1.5%	83	231	365	502	640	815	1,001	1,168	1,162	1,189
ENDING BALANCE		11,198	19,787	29,292	38,115	47,889	61,589	72,877	84,026	72,032	87,724

PROJECTED BALANCES

Exhibit "C"



	Fiscal Yr.	11	12	13	14	15	16	17	18	19	20
BEGINNING BALANCE		87,724	96,642	113,593	131,263	80,878	95,220	114,095	128,926	149,370	80,626
EXPENDITURES (inflated \$)	3.0%	8,178	810	834	69,146	4,666	911	5,753	967	90,374	6,286
RESERVE CONTRIBUTION		15,724	16,196	16,681	17,182	17,697	18,228	18,775	19,338	19,918	20,516
Per Unit Per Month (76 units)		17.24	17.76	18.29	18.84	19.40	19.99	20.59	21.20	21.84	22.50
Percentage Increase to Reserves		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
SPECIAL ASSESSMENTS		0	0	0	0	0	0	0	0	0	0
INTEREST AFTER TAX	1.5%	1,372	1,565	1,823	1,579	1,311	1,558	1,809	2,072	1,712	1,316
ENDING BALANCE		96,642	113,593	131,263	80,878	95,220	114,095	128,926	149,370	80,626	96,172

COMPONENT QUANTIFICATION

RESERVE COMPONENTS Assumed Annual Inflation Rate 3.0%	Current	Estimated		Quantity	Unit of Measurement	Unit Cost	Remarks
	Repair/Replace Cost	Usfl Life	Rmng Life				
LANDSCAPING:							
1 - Plant Stock	3,000	3	2	1	fund	3,000	
2 - Tree Maintenance	2,500	4	3	1	fund	2,500	
3 - Backflow Device	3,500	20	19	1	device	3,500	
MECHANICAL SYSTEMS-WATER:							
4 - C3 Drainage Repairs	25,000	20	19	1	fund	25,000	
5 - C3 Media Replacement	15,000	10	9	1	fund	15,000	
SAFETY-FIRE & LIFE SAFETY SYSTEM:							
6 - Central Equipment	60,000	30	29	1	system	60,000	
7 - Certification	3,500	5	4	1	fund	3,500	
8 - Control Panel	3,000	10	9	1	panel	3,000	
9 - Electrical Wiring	15,000	15	14	1	fund	15,000	
10 - Peripheral Equipment	25,000	15	14	1	system	25,000	

Exhibit "C"

END OF DOCUMENT

EXHIBIT C
PREMISES

690 RAILROAD AVENUE, PITTSBURG, CA

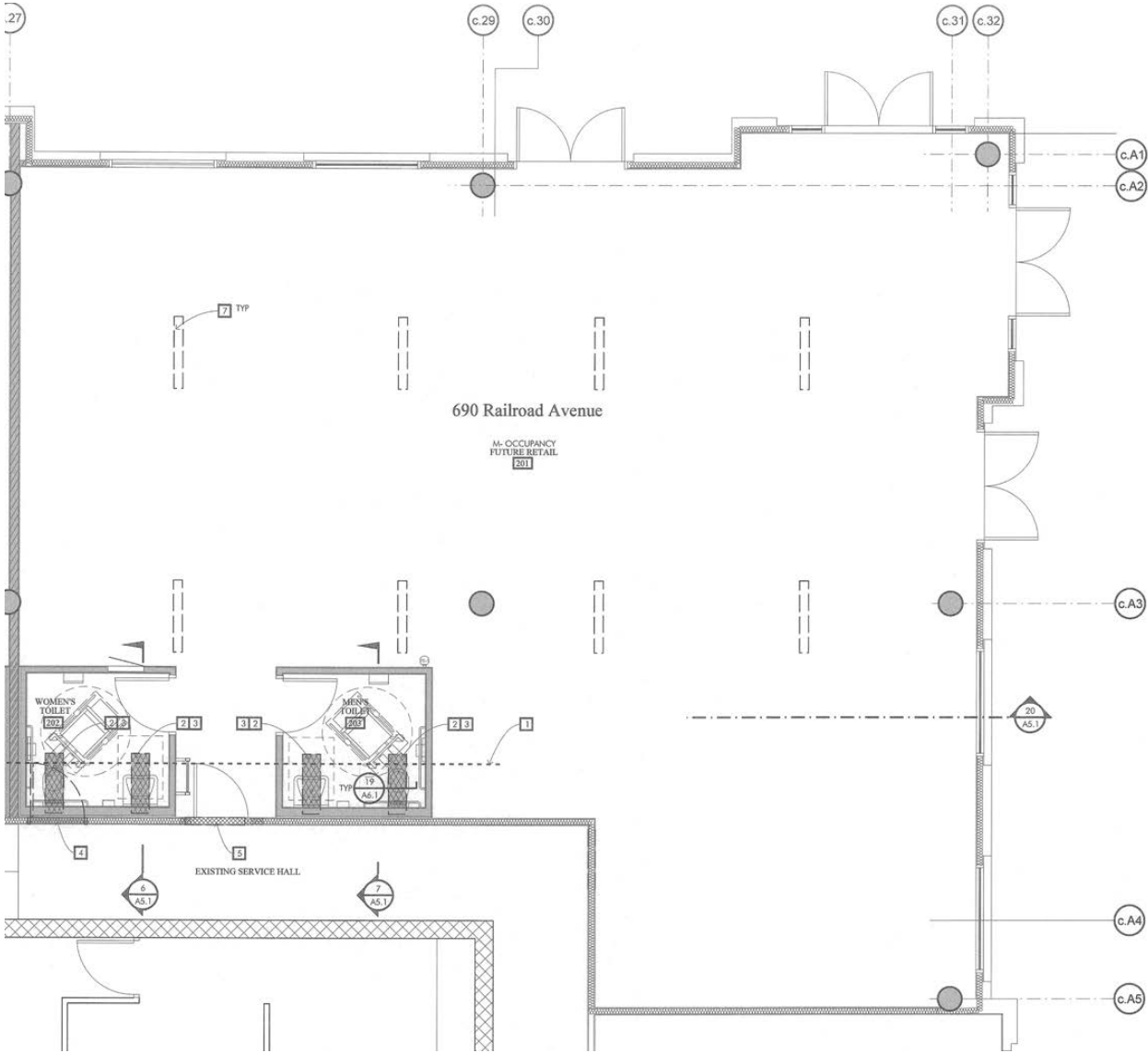


EXHIBIT D
COMMON AREA COST CATEGORIES

Building And Common Area Costs Categories

1. Building and Common Area Costs Exclusions. The following are costs and items that are excluded from the computation of Building and Common Area Costs:

(a) leasing commissions, attorneys' fees, costs and disbursements and other expenses incurred in connection with leasing, renovating or improving space for sublessees or prospective sublessees of the Vidrio Building;

(b) costs (including permit, license and inspection fees) incurred in renovating, improving, decorating, painting or redecorating space for sublessees or vacant space;

(c) Lessor's costs of any services sold or provided to Sublessees for which Lessor is entitled to be reimbursed by such sublessees as an additional charge or rental over and above Rent and Operating Costs payable under the lease with such sublessee or other occupant;

(d) any depreciation on the Vidrio Building except as expressly permitted herein;

(e) costs incurred due to violation by Lessor of any of the terms and conditions of this Lease or any other lease relating to the Vidrio Building;

(f) principal and interest payments on debt secured by any mortgages or deeds of trust encumbering the Vidrio Building, or ground lease payments;

(g) all items and services for which sublessee reimburses Lessor outside of Building and Common Area Costs or pays to third persons or which Lessor provides selectively to one or more Sublessees or occupant of the Vidrio Building (other than Sublessee) without reimbursement;

(h) advertising, marketing and promotional expenditures; and

(i) repairs or other work occasioned by fire, windstorm, earthquake, or other cause paid for through insurance or condemnation proceeds.

2. Building and Common Area Cost Examples. The following are, without limitation, examples of costs and items included within the computation of Building and Common Area Costs:

(a) costs of operation and repairs of loud speakers and any equipment to supply music or intercom capability to the Buildings and/or Common Areas;

(b) costs in providing garbage, rubbish and waste pickup and disposal, and in providing an extermination program;

(c) costs of janitorial service for the Common Areas, skylight cleaning, window washing service for exterior surfaces of exterior windows (including storefronts and awnings), and other operational, maintenance and repair expenses incurred with respect to the Buildings and/or Common Areas (including, without limitation, materials, supplies, equipment and tools therefore and rental and depreciation costs related to any of the foregoing) or contracts with third parties to provide same;

(d) costs in providing all forms of security;

(e) insurance premiums for such insurance coverages, limits and endorsements as Lessor may, in its sole discretion, elect to maintain with respect to the Vidrio Building, including, without limitation:

(i) casualty insurance covering the Buildings, Common Areas and other improvements comprising the Vidrio Building, which may include coverage for sprinkler leakage, rent abatement, earthquakes, flood and/or other risks determined to be insured by Lessor from time to time; and

(ii) comprehensive or commercial general liability insurance, the cost of which insurance premiums may include an allocation of a portion of a premium of a blanket insurance policy maintained by Lessor;

(f) costs of operation, maintenance, and repair (including replacement of components) of heating, ventilation and air conditioning systems, fire prevention sprinkler systems, elevators, escalators, and all other mechanical or electrical systems serving the Buildings and/or Common Areas, and service agreements for all such systems and equipment;

(g) costs of electricity (including, without limitation, electricity consumed by Sublessees' signs that are connected to a common meter), water, sewer charges and other utility charges with respect to the Common Areas, and costs of water (hot and cold) provided to Sublessees at the Vidrio Building;

(h) license, permit and inspection fees;

(i) costs of compliance with any fire, safety or other governmental rules, regulations, laws, statutes, ordinances or requirements imposed by any governmental authority or insurance company with respect to the Vidrio Building;

(j) wages, salaries, employee benefits and taxes (or an allocation of the foregoing) for personnel working full or part time in connection with the operation, maintenance and management of the Vidrio Building;

(k) that portion of accounting and legal services attributable to the Buildings and/or Common Areas (but excluding legal services in connection with negotiations and disputes with specific Sublessees unless the matter involved affects all Sublessees of the Vidrio Building);

(l) administrative fees (in an amount equal to ten percent (10%) of Building and Common Area Costs (exclusive of insurance premiums and costs)), management fees for the Vidrio Building [if Lessor manages the Vidrio Building, the amount included for management fees shall not exceed the amount typically charged by independent management companies (not receiving commissions on rental of space or renewal of leases) in Contra Costa County, California] and Lessor's overhead expenses allocated to the Vidrio Building management;

(m) costs of indoor and outdoor landscaping and seasonal décor (including planting, replanting, and replacing flowers and bushes) and maintenance thereof, and maintenance replacement, and storage of flags and banners;

(n) expenses and fees (including attorneys' fees) incurred contesting the validity or applicability of any governmental enactments which may affect Operating Costs;

(o) personal property taxes on all items of equipment and personal property used in connection with the management and operation of the Vidrio Building;

(p) costs of operating and maintaining the Vidrio Building monument and/or pylon signs (less amounts actually paid to Lessor by Sublessees that have their names on any such signs);

(q) costs of operating and maintaining outside food areas of the Vidrio Building, including, without limitation, removal of garbage and debris, cleaning of tables, chairs and floors in such areas, except that any such costs incurred in connection with outside food areas designated exclusively for specific restaurant Sublessees shall not be included.

The enumeration of certain items of costs and expenses that comprise Building and Common Area Costs do not impose on Lessor any specific obligations with respect to the maintenance and operations of the Vidrio Building.

INITIALS:

Lessor

Sublessee



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

DATE: 4/7/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving Contra Costa Transportation Authority's Measure J Growth Management Program Compliance Checklist for Calendar Years 2014 and 2015

MEETING DATE: 5/1/2017

EXECUTIVE SUMMARY

The Contra Costa Transportation Authority (CCTA) requires the City to submit a biennial Growth Management Program (GMP) Compliance Checklist in order to be eligible to receive its portion of Local Street Maintenance and Improvement Funds contained in Measure J. The Measure J GMP Compliance Checklist covering Calendar Years 2014 and 2015 is required to receive the City's portion of Local Street Maintenance and Improvement Funds for Fiscal Year (FY) 2015-16 and 2016-17. The City's allocation for FY 2015-16 is \$778,712. An estimate of the City's allocation for FY 2016-17 is \$791,882.

FISCAL IMPACT

The City's portion of Measure J Local Street Maintenance and Improvement Funds for FY 2015-16 is \$778,712. The allocation date for FY 2016-17 Local Street Maintenance and Improvement funds will be on the one-year anniversary of the FY 2015-16 allocation, and is estimated to be \$791,882.

RECOMMENDATION

City Council review and approve the attached completed Measure J GMP Compliance Checklist covering Calendar Years 2014 and 2015 and authorize the Mayor to certify and submit said checklist asserting compliance with the Contra Costa Transportation Authority's Growth Management Program.

BACKGROUND

The Contra Costa Transportation Authority (CCTA) has the responsibility of ensuring that local jurisdictions are in compliance with the Growth Management Program contained in

Measure J by requiring them to complete a biennial compliance checklist. The City must submit this checklist in order to receive the City's portion of Fiscal Year (FY) 2015-16 and FY 2016-17 Local Street Maintenance and Improvement funds available through Measure J.

On June 1, 1992, the City Council adopted Resolution 92-7812, adding the Growth Management Element to the General Plan as required by Measure C. On August 3, 2009, the City Council adopted Resolution 09-11249, amending the Growth Management Element to the General Plan as required by Measure J.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Staff has completed the attached checklist and has determined that Measure J GMP requirements have been met and the checklist is ready for review and approval by City Council. If approved, the checklist will be sent to the Contra Costa Transportation Authority (CCTA) for their review and approval. The City approved GMP Compliance Checklist will first be reviewed by CCTA staff for completeness and then by two of CCTA's standing committees; the Citizens Advisory Committee (CAC) and the Planning Committee (PC). After these committees review it, the full CCTA Board will review it and, if it finds Pittsburg to be in compliance with the GMP, approve the checklist. Upon CCTA's approval, the Authority will allocate the City's Measure J Local Street Maintenance and Improvement Funds by the adopted formula of 50 percent population and 50 percent road miles.

ATTACHMENTS: Resolution

CY '14 & '15 GMP Compliance Checklist w/o Attachments

CY '14 & '15 GMP Compliance Checklist Attachments in reading file in City Clerk's Office

Report Prepared By: Paul Reinders, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approval of Contra Costa Transportation	)	
Authority's Measure J Growth Management	)	
Program Compliance Checklist for Calendar	)	Resolution No. 17-
<u>Years 2014 and 2015</u>	)	

The PITTSBURG City Council DOES RESOLVE as follows:

WHEREAS, the Contra Costa Transportation Authority requires the City to submit a completed Measure J Calendar Year 2014 and 2015 Growth Management Program Compliance Checklist in order to receive its allocation of Fiscal Year 2015/2016 and 2016/2017 Local Street Maintenance and Improvement Funds; and

WHEREAS, the City Council has reviewed the attached completed Contra Costa Transportation Authority Measure J Growth Management Program Compliance Checklist, covering the reporting period of Calendar Years 2014 and 2015.

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

- Section 1. The policies and programs of the City as reported in the attached Growth Management Program Compliance Checklist conform to the requirements of the Contra Costa Transportation Authority's Growth Management Program.
- Section 2. The attached Local Jurisdiction Compliance Checklist is approved for submittal to the Contra Costa Transportation Authority for allocation of 18% Local Street Maintenance and Improvement Funds for Fiscal Years 2015/2016 and 2016/2017.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of May 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Marilyn Craft, Mayor

Alice E. Evenson, City Clerk

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

Measure J Growth Management Program Compliance Checklist

1. Action Plans	YES	NO	N/A
a. Is the jurisdiction implementing the actions called for in the applicable Action Plan for all designated Routes of Regional Significance within the jurisdiction?	☒	☐	☐
b. Has the jurisdiction implemented the following procedures as outlined in the <i>Implementation Guide</i> and the applicable Action Plan for Routes of Regional Significance?			
i. Circulation of environmental documents,	☒	☐	☐
ii. Analysis of the impacts of proposed General Plan amendments and recommendation of changes to Action Plans, and	☒	☐	☐
iii. Conditioning the approval of projects consistent with Action Plan policies?	☒	☐	☐
c. Has the jurisdiction followed the procedures for RTPC review of General Plan Amendments as called for in the <i>Implementation Guide</i> ?	☒	☐	☐
2. Development Mitigation Program	YES	NO	
a. Has the jurisdiction adopted and implemented a local development mitigation program to ensure that new development pays its fair share of the impact mitigation costs associated with that development?	☒	☐	
b. Has the jurisdiction adopted and implemented the regional transportation mitigation program, developed and adopted by the applicable Regional Transportation Planning Committee, including any regional traffic mitigation fees, assessments, or other mitigation as appropriate?	☒	☐	

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

3. Housing Options and Job Opportunities	YES	NO
a. Has the jurisdiction prepared and submitted a report to the Authority demonstrating reasonable progress in providing housing opportunities for all income levels under its Housing Element? The report can demonstrate progress by (1) comparing the number of housing units approved, constructed or occupied within the jurisdiction over the preceding five years with the number of units needed on average each year to meet the housing objectives established in its Housing Element; or (2) illustrating how the jurisdiction has adequately planned to meet the existing and projected housing needs through the adoption of land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development; or (3) illustrating how its General Plan and zoning regulations facilitate improvement or development of sufficient housing to meet the Element's objectives. <i>Note: A copy of the local jurisdiction's annual report to the state Department of Housing and Community Development (HCD) is sufficient.</i>	☒	☐
b. Does the jurisdiction's General Plan—or other adopted policy document or report—consider the impacts that its land use and development policies have on the local, regional and countywide transportation system, including the level of transportation capacity that can reasonably be provided?	☒	☐
c. Has the jurisdiction incorporated policies and standards into its development approval process that support transit, bicycle and pedestrian access in new developments?	☒	☐

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

4. Traffic Impact Studies	YES	NO	N/A
a. Using the Authority's <i>Technical Procedures</i> , have traffic impact studies been conducted as part of development review for all projects estimated to generate more than 100 net new peak-hour vehicle trips? (Note: Lower traffic generation thresholds established through the RTPC's Action Plan may apply).	☒	☐	☐
b. If the answer to 4.a. above is "yes", did the local jurisdiction notify affected parties and circulate the traffic impact study during the environmental review process?	☒	☐	☐
5. Participation in Cooperative, Multi-Jurisdictional Planning	YES	NO	
a. During the reporting period, has the jurisdiction's Council/Board representative regularly participated in meetings of the appropriate Regional Transportation Planning Committee (RTPC), and have the jurisdiction's local representatives to the RTPC regularly reported on the activities of the Regional Committee to the jurisdiction's council or board? (Note: Each RTPC should have a policy that defines what constitutes regular attendance of Council/Board members at RTPC meetings.)	☒	☐	
b. Has the local jurisdiction worked with the RTPC to develop and implement the Action Plans, including identification of Routes of Regional Significance, establishing Multimodal Transportation Service Objectives (MTSOs) for those routes, and defining actions for achieving the MTSOs?	☒	☐	
c. Has the local jurisdiction applied the Authority's travel demand model and <i>Technical Procedures</i> to the analysis of General Plan Amendments (GPAs) and developments exceeding specified thresholds for their effect on the regional transportation system, including on Action Plan MTSOs?	☒	☐	

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

	YES	NO	
d. As needed, has the jurisdiction made available, as input into the countywide transportation computer model, data on proposed improvements to the jurisdiction's transportation system, including roadways, pedestrian circulation, bikeways and trails, planned and improved development within the jurisdiction, and traffic patterns?	☒	☐	
6. Five-Year Capital Improvement Program	YES	NO	
Does the jurisdiction have an adopted five-year capital improvement program (CIP) that includes approved projects and an analysis of project costs as well as a financial plan for providing the improvements? (The transportation component of the plan must be forwarded to the Authority for incorporation into the Authority's database of transportation projects)	☒	☐	
7. Transportation Systems Management Program	YES	NO	
Has the jurisdiction adopted a transportation systems management ordinance or resolution that incorporates required policies consistent with the updated model ordinance prepared by the Authority for use by local agencies or qualified for adoption of alternative mitigation measures because it has a small employment base?	☒	☐	
8. Adoption of a voter-approved Urban Limit Line	YES	NO	N/A
a. Has the local jurisdiction adopted and continually complied with an applicable voter-approved Urban Limit Line as outlined in the Authority's annual ULL Policy Advisory Letter?	☒	☐	☐

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

- b. If the jurisdiction has modified its voter-approved ULL or approved a major subdivision or General Plan Amendment outside the ULL, has the jurisdiction made a finding of consistency with the Measure J provisions on ULLs and criteria in the ULL Policy Advisory Letter after holding a noticed public hearing and making the proposed finding publically available? ☐ ☐ ☒

9. Adoption of the Measure J Growth Management Element

YES NO N/A

Has the local jurisdiction adopted a final GME for its General Plan that substantially complies with the intent of the Authority's adopted Measure J Model GME?

☒ ☐ ☐

10. Posting of Signs

YES NO N/A

Has the jurisdiction posted signs meeting Authority specifications for all projects exceeding \$250,000 that are funded, in whole or in part, with Measure C or Measure J funds?

☐ ☐ ☒

11. Maintenance of Effort (MoE)

YES NO

Has the jurisdiction met the MoE requirements of Measure J as stated in Section 6 of the Contra Costa Transportation Improvement and Growth Management Ordinance (as amended)? (See the Checklist Instructions for a listing of MoE requirements by local jurisdiction.)

☒ ☐

12. Submittal of LSM Reporting Form

YES NO

Has the local jurisdiction submitted a Local Street Maintenance and Improvement Reporting Form for eligible expenditures of 18 percent funds covering FY 2013-14 and FY 2014-15?

☒ ☐

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburg

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

13. Other Considerations

YES NO N/A

If the jurisdiction believes that the requirements of Measure J have been satisfied in a way not indicated on this checklist, has an explanation been attached below?

☐☐☒

14. Review and Approval of Checklist

This checklist was prepared by:

Signature

Date

Name & Title (print)

Phone

Email

The council/board of Pittsburg has reviewed the completed checklist and found that the policies and programs of the jurisdiction as reported herein conform to the requirements for compliance with the Contra Costa Transportation Improvement and Growth Management Program.

Certified Signature (Mayor or Chair)

Date

Name & Title (print)

Attest Signature (City/Town/County Clerk)

Date

Name (print)

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

Supplementary Information (Required)

1. Action Plans

- a. Please summarize steps taken during the reporting period to implement the actions, programs, and measures called for in the applicable Action Plans for Routes of Regional Significance:*

1.) Continued construction of the State Route 4 East Freeway Widening Project, Loveridge Road to Hillcrest Avenue segment.

2.) Continued project development of the James Donlon Boulevard Extension Project (formerly known as the Buchanan Road Bypass Project).

3.) Continued project development of the BART Pittsburgh Center Station, located in State Route 4 freeway median, and surrounding transit oriented development areas.

4.) Began project development of a multimodal transfer facility (a.k.a. Kiss-n-Ride) adjacent to proposed BART Center Station.

- b. Attach, list and briefly describe any General Plan Amendments that were approved during the reporting period. Please specify which amendments affected ability to meet the standards in the Growth Management Element and/or affected ability to implement Action Plan policies or meet Traffic Service Objectives. Indicate if amendments were forwarded to the jurisdiction's RTPC for review, and describe the results of that review relative to Action Plan implementation:*

The only General Plan Amendment approved during the reporting period was Resolution No. 15-13067, which amended Chapter 2 of the General Plan to re-designate approximately 1.51 acres from Business Commercial to Medium Density Residential for "The Reserve at Woodland Hills, AP-14-1029". Please refer to attached General Plan Amendment (Exhibit A).

This General Plan Amendment did not affect the City's ability to meet Growth Management Element standards, implement Action Plan policies, or meet Multimodal Traffic Service Objectives.

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

This General Plan Amendment proposal was submitted to staff at TRANSPLAN and CCTA by way of a Project Referral letter sent from the City's Planning Division on or before June 26, 2015 . No comments were received from TRANSPLAN or CCTA on this proposal.

Provide a summary list of projects approved during the reporting period and the conditions required for consistency with the Action Plan:

**1.) Mt. Diablo Resource Recovery Park, AP-10-712 (PC Resolution No. 10002)-
Approving a use permit and design review to consolidate facility operations, expand waste handling capacity and construct a new truck maintenance building at 1300 Loveridge Road. APN's 073-200-013, -014, -015, -024, & a portion of 073-200-023.**

- Project conditioned to pay local and regional transportation mitigation fees.
- Project conditioned to enter into a deferred improvement agreement for the construction of frontage improvements along Loveridge Road, between State Route 4 and the project site.
- Project conditioned to enter into an MOU to pay a pro-rata share fee for the reconstruction and ongoing maintenance for Loveridge Road, north of State Route 4.
- Project conditioned to contribute their fair share of the cost to improve the State Route 4 eastbound ramps/Loveridge Road intersection.
- Project conditioned to contribute their fair share of the cost to improve the Pittsburgh-Antioch Hwy./Loveridge Road intersection.

**2.) Montreux Residential Subdivision, AP-10-684 (PC Resolution No. 10012) -
Approving a vesting subdivision tentative map, Tract 8279, to subdivide approximately 165 acres into 351 lots for single family dwellings. APN's 089-010-010, 089-020-009, -011, -014, & -015 .**

- Project conditioned to pay local and regional transportation mitigation fees.

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

- **Project conditioned to submit \$10,000 deposit to cover cost of adjusting morning commute metering rate at the Buchanan Rd./Meadows Ave. intersection and synchronizing traffic signals along Buchanan Road during evening commute.**
- **Project conditioned to design interim and ultimate improvements for the entrance roadway connection and intersection on Kirker Pass Road, if needed.**
- **Project conditioned to construct a bus turn-out, with shelter and seating along west side of Kirker Pass Road.**
- **Project conditioned to construct pedestrian improvements (e.g. sidewalk) along the west side of Kirker Pass Road, connecting the project site to the nearest existing sidewalk to the north.**

3.) Multi-tenant Retail Building at 2110 Railroad Avenue, AP-12-888 (PC Resolution No. 9983)- Approving design review for a new 8,250 sq. ft. multi-tenant retail shell building, a sign program, and request for variance from parking standards, at 2110 Railroad Avenue. APN's 087-030-083 and -084.

- **Project conditioned to pay local and regional transportation mitigation fees.**
- **Project conditioned to install bicycle parking for four bicycles.**

4.) The Reserve Apartments at 4300 Railroad Avenue, AP-14-1029 (PC Resolution No. 10005)- Approving a General Plan and Zoning Amendment for a 1.51-acre site, and design review to convert an existing commercial building into 18 apartment units at 4300 Railroad Avenue. APN 089-010-016.

- **Project conditioned to pay local and regional transportation mitigation fees.**
- **Project conditioned to prewire one electric vehicle charging station parking stall.**
- **Project conditioned to install bicycle parking for six bicycles.**

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

5.) Stoneman Apartments, AP-14-1000 (PC Resolution No. 10009)- Adopting a mitigated negative declaration, mitigation monitoring and reporting plan, and granting design review approval to construct a 230-unit apartment complex at 1201 Stoneman Avenue. APN 088-230-022.

- Project conditioned to pay local and regional transportation mitigation fees.
- Project conditioned to modify traffic signal timing and phasing at the Loveridge Rd./East Leland Rd. and Loveridge Rd./Buchanan Rd. intersections.
- Project conditioned to provide two wall-mounted bike racks in each garage.

6.) Century Plaza Pad 3A, AP-14-991 (PC Resolution No. 9972)- Approving design review to construct a 7,200 sq. ft. multi-tenant shell building, located on the north side of Century Blvd., immediately west of Century Plaza Way. Portion of APN 074-460-015.

- Project conditioned to pay local and regional transportation mitigation fees.
- Project conditioned to install bicycle parking for six bicycles.
- Project conditioned to install sidewalk along development on Century Plaza Way connecting to Century Boulevard.

7.) Retail Building at 1611 Railroad Avenue, AP-15-1090 (PC Resolution No. 10018)- Approving design review to construct a 7,920 sq. ft. multi-tenant shell building, located at 1611 Railroad Avenue. APN's 086-175-012, -013, and -014.

- Project conditioned to pay local and regional transportation mitigation fees.
- Project conditioned to prewire one electric vehicle charging station parking stall.

8.) Greystone Place, AP-15-1068 (PC Resolution No. 10010)- Approving a development agreement and design review for a 38 single-family residential lot subdivision. APN 088-121-027.

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

- Project conditioned to pay local and regional transportation mitigation fees.

- Project conditioned to install two wall-mounted bike racks in each garage.

10.) San Marco Villas II, AP-15-1059 (PC Resolution No. 10003)- Approving design review for a 132-unit expansion of the existing San Marco Villas Apartment Complex located east of Villa Drive. APN 098-550-028, and -030.

- Project conditioned to pay local and regional transportation mitigation fees.

- Project conditioned to prewire ten electric vehicle charging stations.

- Project conditioned to install bicycle parking for 25 bicycles.

-Project conditioned to install wall-mounted bike storage sytems in each garage.

2. Development Mitigation Program

a. Describe progress on implementation of the regional transportation mitigation program:

1.) Continued construction of the State Route 4 East Freeway Widening Project, Loveridge Road to Somersville Road.

2.) Continued project development of the James Donlon Boulevard Extension Project (formerly known as the Buchanan Road Bypass Project).

3.) Continued construction and project development of the State Route 4 Bypass Project, including Balfour and Sand Creek interchanges.

4.) Continued construction and project development of the eBART extension to Hillcrest Avenue in Antioch.

5.) Completed project design and began construction of the Pittsburgh BART Center Station located in the State Route 4 median at Railroad Avenue.

6.) Completed design and began construction of the SR4/SR160 Connector Ramps Project.

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

3. Housing Options and Job Opportunities

- a. *Please attach a report demonstrating reasonable progress in providing housing opportunities for all income levels. (Note: A copy of the local jurisdiction's annual report to the state Department of Housing and Community Development (HCD) is sufficient).*

Please refer to attached report (Exhibit B).

- c. *Please attach the jurisdiction's adopted policies and standards that ensure consideration of and support for walking, bicycling, and transit access during the review of proposed development.*

Please refer to City's adopted Complete Streets Policy and Chapter 7 (Transportation Element) of the City's General Plan (Exhibit C).

4. Traffic Impact Studies

Please list all traffic impact studies that have been conducted as part of the development review of any project that generated more than 100 net new peak hour vehicle trips. (Note: Lower traffic generation thresholds established through the RTPC's Action Plan may apply). Note whether the study was consistent with the Authority's Technical Procedures and whether notification and circulation was undertaken during the environmental review process.

1.) Stoneman Apartments (230 multifamily rental units on a 9.6 acre site) - A Traffic Impact Study was performed for this development that was consistent with CCTA Technical Procedures. There were 154 peak hour trips generated by this development. Notification and circulation to affected jurisdictions and TRANSPLAN was performed during the environmental review process.

5. Participation in Cooperative, Multi-Jurisdictional Planning

No attachments necessary.

6. Five-Year Capital Improvement Program

Please attach the transportation component of the most recent CIP version, if the Authority does not already have it. Otherwise, list the resolution number and date of adoption of the most recent five-year CIP.

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

Please refer to attached Transportation Component of City's current 5-Year C.I.P. (Exhibit D).

7. Transportation Systems Management Program

Please attach a copy of the jurisdiction's TSM ordinance, or list the date of ordinance or resolution adoption and its number.

City of Pittsburgh's TSM Ordinance was adopted on December 2, 1997 (Ordinance No. 1139). Please refer to attached TSM Ordinance (Exhibit E).

8. Adoption of a voter-approved Urban Limit Line

The local jurisdiction's adopted ULL is on file at the Authority offices. Please specify any actions that were taken during the reporting period with regard to changes or modifications to the voter-approved ULL, which should include a resolution making a finding of consistency with Measure J and a copy of the related public hearing notice.

none

9. Adoption of the Measure J Growth Management Element

Please attach the adopted Final Measure J Growth Management Element to the local jurisdiction's General Plan.

Please refer to attached Growth Management Element from City's General Plan (Exhibit F).

10. Posting of Signs

Provide a list of all projects exceeding \$250,000 within the jurisdiction, noting which ones are or were signed according to Authority specifications.

1.) State Route 4 East Freeway Widening Project - project funding signage posted according to CCTA specifications.

Compliance Checklist Attachments

Reporting Jurisdiction: City of Pittsburgh

For Fiscal Years 2015-16 and 2016-17

Reporting Period: Calendar Years 2014 & 2015

11. Maintenance of Effort (MoE)

Please indicate the jurisdiction's MoE requirement and MoE expenditures for the past two fiscal years (FY 2013-14 and FY 2014-15). See the Instructions to identify the MoE requirements.

MoE requirement = \$860,639

MoE expenditures in FY 2013-14 = \$1,159,885

MoE expenditures in FY 2014-15 = \$1,011,342

12. Submittal of LSM Reporting Form

Please attach LSM Reporting Form for FY 2013-14 and 2014-15.

Please refer to attached LSM Reporting Form (Exhibit G).

13. Other Considerations

Please specify any alternative methods of achieving compliance for any components for the Measure J Growth Management Program

none



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

DATE: 4/20/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between the City of Pittsburg and BARIC Services LLC for the Property Located at 14 Alturas Avenue (087-114-011)

MEETING DATE: 5/1/2017

EXECUTIVE SUMMARY

The City of Pittsburg (City) and BARIC Services LLC, a California limited liability company (Buyer), propose to enter into a purchase and sale agreement (Purchase Agreement) for the disposition of City property located at 14 Alturas Avenue (087-114-011) (the "City Property").

FISCAL IMPACT

Buyer has made an offer of and City has agreed to accept Seventy-Two Thousand Dollars (\$72,000) (the "Purchase Price") for the purchase of the City Property. Net sales proceeds will be deposited into the Budget Stabilization Fund.

RECOMMENDATION

City Council adopt the Resolution approving the Purchase Agreement for the Purchase Price of the City Property.

BACKGROUND

On June 29, 2011, the Governor signed into law AB 26, also referred to as the "Dissolution Act" which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012.

On June 27, 2012, the Governor signed into law budget trailer bill AB 1484. AB 1484 further clarified the Dissolution Act which included the process in which properties are to be disposed by the former redevelopment agencies.

Pursuant to AB 26 and AB1484, the Successor Agency to the Redevelopment Agency of the City of Pittsburgh (Successor Agency), prepared its long range property management plan (LRPMP), which was later amended and approved by the Oversight Board to the Successor Agency (Oversight Board) and then by the California State Department of Finance (DOF). Pursuant to SB 107, Section 34191.5 (f), Oversight Board actions to implement the disposition of property pursuant to an approved LRPMP shall not require review by the DOF.

Max Thomas Real Estate Appraiser, an appraisal company, submitted an appraisal report dated October 13, 2016, which appraised 6 Alturas Avenue (the "Successor Agency Property") at Sixty-Eight Thousand Dollars (\$68,000).

Max Thomas Real Estate Appraiser, an appraisal company, submitted an appraisal report dated January 24, 2017, which appraised the City Property at Seventy-Two Thousand Dollars (\$72,000).

The Successor Agency and the Buyer have negotiated for the purchase and sale of the Successor Agency Property and on April 27, 2017, the Oversight Board approved the purchase agreement between the Successor Agency and Buyer for the sale and purchase of the Successor Agency Property.

The City and the Buyer have negotiated for the purchase and sale of the City Property for Seventy-Two Thousand Dollars (\$72,000).

SUBCOMMITTEE FINDINGS

Not Applicable

STAFF ANALYSIS

To maximize the development opportunity, the Successor Agency and the City have determined that it would be beneficial to develop the Successor Agency Property and the City Property together. The Successor Agency Property is approximately 8,800 square feet and the City Property is approximately 9,660 square feet. Collectively, the Buyer will have a larger footprint to develop and this effort will not leave the City Property vacant. Upon receiving City Council approval of the Purchase Agreement, staff will proceed with the closing of the sale.

ATTACHMENTS: Resolution
Purchase and Sale Agreement

Report Prepared By: Maria M. Aliotti, Development Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Approving a)
Purchase and Sale Agreement between the City of)
Pittsburg and BARIC Services LLC for the Property) RESOLUTION NO. 17-
Located at 14 Alturas Avenue (087-114-011))

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, on June 29, 2011, the governor signed into law AB 26, also referred to as the "Dissolution Act" which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012; and

WHEREAS, on June 27, 2012, the Governor signed into law budget trailer bill AB 1484. AB 1484 further clarified the Dissolution Act which included the process in which properties are to be disposed by the former redevelopment agencies; and

WHEREAS, pursuant to AB 26 and AB1484, the Successor Agency to the Redevelopment Agency of the City of Pittsburg (Successor Agency), prepared its long range property management plan (LRPMP), which was later amended and approved by the Oversight Board to the Successor Agency (Oversight Board) and then by the California State Department of Finance (DOF).

WHEREAS, pursuant to SB 107, Section 34191.5 (f), Oversight Board actions to implement the disposition of property pursuant to an approved LRPMP shall not require review by the DOF; and

WHEREAS, Max Thomas Real Estate Appraiser, an appraisal company, submitted an appraisal report dated October 13, 2016, which appraised 6 Alturas Avenue (the "Successor Property") at Sixty-Eight Thousand Dollars (\$68,000); and

WHEREAS, Max Thomas Real Estate Appraiser, an appraisal company, submitted an appraisal report dated January 24, 2017, which appraised 14 Alturas Avenue (the "City Property") at Seventy-Two Thousand Dollars (\$72,000); and

WHEREAS, the Successor Agency and BARIC Services LLC, a California limited liability company (the "Buyer"), have negotiated for the purchase and sale of the Successor Agency Property for Sixty-Eight Thousand Dollars (\$68,000); and

WHEREAS, on April 27, 2017, the Oversight Board approved the purchase agreement between the Successor Agency and Buyer for the sale and purchase of the Successor Agency Property for Sixty-Eight Thousand Dollars (\$68,000); and

WHEREAS, the City and the Buyer have negotiated for the purchase and sale (the "Purchase Agreement") of the City Property for Seventy-Two Thousand Dollars (\$72,000) (the "Purchase Price"); and

WHEREAS, the Successor Agency and the City have determined that it would be

beneficial to develop the Successor Agency Property and the City Property together. The Successor Agency Property is approximately 8,800 square feet and the City Property is approximately 9,660 square feet. Collectively, the Buyer will have a larger footprint to develop and this effort will not leave the City Property vacant.

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

Section 1.

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

Section 2.

The City Council hereby adopts the Resolution approving the Purchase Agreement for the Purchase Price. Net sales proceeds will be deposited into the Budget Stabilization Fund.

Section 3.

The City Manager is hereby authorized to execute the Purchase Agreement and to execute such other documents and take such further actions as may be necessary or appropriate to carry out the City Council's obligations pursuant to this Resolution.

Section 4.

The Clerk of the Board 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 1st day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("this **Agreement**") is entered into as of April 28, 2017 (the "**Effective Date**"), by and among the Successor Agency for the Redevelopment Agency of the City of Pittsburg, a public agency (the "**Successor Agency**"), the City of Pittsburg, a California municipal corporation (the "**City**", and together with Successor Agency, the "**Sellers**") and BARIC Services LLC, a California limited liability company ("**Buyer**"). Successor Agency, City, and Buyer are collectively referred to herein as the "**Parties**."

RECITALS

A. Successor Agency is the owner of certain real property with an address of 6 Alturas Avenue in the City of Pittsburg (Successor Agency Property), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference. City is the owner of certain real property with an address of 14 Alturas Avenue in the City of Pittsburg (City Property), as more particularly described in Exhibit B attached hereto and incorporated herein by this reference. City Property and Successor Agency Property are collectively referred to herein as the "**Properties**."

B. The Successor Agency Property is included as a "for sale" property in the long-range property management plan prepared by Successor Agency and approved by the California Department of Finance.

C. Buyer contracted with Max Thomas Real Estate Appraiser, appraisal company to prepare an appraisal for the fair market value of the Properties (the "**Appraisal**").

D. According to the Appraisal, the fair market value of the Successor Agency Property is Sixty-Eight Thousand Dollars (\$68,000).

E. According to the Appraisal, the fair market value of the City Property is Seventy-Two Thousand Dollars (\$72,000).

F. Buyer has reviewed the Appraisal and has agreed to pay the Successor Agency Sixty-Eight Thousand Dollars (\$68,000) for the Successor Agency Property and pay the City Seventy-Two Thousand Dollars (\$72,000) for the City.

G. Buyer agrees to purchase the Successor Agency Property, and Successor Agency agrees to sell the Successor Agency Property to Buyer, subject to the terms and conditions of this Agreement.

H. Buyer agrees to purchase the City Property, and City agrees to sell the City Property to Buyer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, Sellers and Buyer hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Successor Agency agrees to sell the Successor Agency Property to Buyer, City Agrees to sell the City Property to Buyer, and Buyer hereby agrees to acquire the Successor Agency Property and the City Property from Successor Agency and City respectively.

2.2 Purchase Price. The collective purchase price for the Properties to be paid by Buyer to Sellers (the "**Purchase Price**") is One Hundred Forty-Thousand Dollars (\$140,000). The Purchase Price will be paid in immediately available funds to Sellers on the Closing Date (defined below) at the addresses of Sellers as provided in Section 10.8 of this Agreement.

2.3 Maintenance Expenses. Buyer hereby agrees to reimburse Sellers on the Closing Date, if and only if Close of Escrow occurs, for costs to maintain the property (the "**Maintenance Expenses**") from the Effective Date through the Closing Date in an amount not to exceed Five Hundred Dollars (\$500.00) per month for each of the City Property and Successor Agency Property. Maintenance Expenses include, but are not limited to, costs to fence the property, weed abatement and graffiti removal.

3. ESCROW.

3.1 Escrow Account. Sellers have opened an interest-bearing escrow account (the "**Escrow**") maintained by Old Republic Title Company, 1000 Burnett Ave, Suite 400, Concord, CA 94520 Attn: Jennifer Quigley (the "**Escrow Holder**"), with interest accruing to the benefit of Buyer. Escrow Holder shall perform all escrow and title services in connection with this Agreement.

3.2 Opening of Escrow. Within seven (7) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by Escrow Holder will be deemed the "**Opening of Escrow**" and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 Buyer's Deposit. Within two (2) business days after the Opening of Escrow, the Buyer shall deposit Three Thousand Five Hundred Dollars (\$3,500) in Escrow ("**Initial Deposit**"). If Buyer delivers the Approval Notice (defined below) in

accordance with Section 3.4 below, then upon expiration of Buyer's Due Diligence Contingency Period, as set forth in Section 5.2 below, Buyer shall deposit an additional Three Thousand Five Hundred Dollars (\$3,500) (the "**Additional Deposit**"). The Initial Deposit and Additional Deposit are sometimes collectively referred to herein as the "**Deposits**." One half of the Initial Deposit and one half of the Additional Deposit shall be for the City Property, and one half of the Initial Deposit and one half of the Additional Deposit shall be for the Successor Agency Property.

3.4 Satisfaction of Due Diligence Contingency. Buyer shall have the right, in its sole discretion, to terminate this Agreement for any reason prior to the expiration of the Due Diligence Contingency Period (as defined in Section 5(a) below) and receive a refund of the Initial Deposit. Buyer hereby agrees to provide written notice to Sellers prior to the expiration of the Due Diligence Contingency Period if Buyer disapproves any due diligence items or approves all due diligence items ("**Approval Notice**"). If Buyer disapproves any items through the delivery of the Approval Notice to Sellers before 5:00 p.m. on the last day of the Due Diligence Contingency Period, this Agreement shall terminate, and all amounts deposited by Buyer into escrow (except the Independent Consideration), together with interest thereon, if any, will be returned to Buyer, and neither party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. If Buyer fails to timely deliver the Approval Notice to Seller, it will be conclusively presumed that Buyer has approved all such items, matters or documents.

3.5 Independent Consideration. As independent consideration for Sellers' entering into this Agreement to sell the Properties to Buyer, Buyer shall deliver the sum of Twenty Dollars (\$20.00); Ten Dollars (\$10.00) per individual property to Sellers through Escrow ("**Independent Consideration**"). In the event that Buyer terminates this Agreement in accordance with Section 3.4 above, Sellers shall retain the Independent Consideration, to be split equally between the City and Successor Agency; in the event that Buyer does not terminate this Agreement as aforesaid, the Independent Consideration shall be applied to the Purchase Price at Closing, equally between the City Property and the Successor Agency Property.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. Escrow Holder shall deliver a Preliminary Title Report for the Properties (the "**Preliminary Report**") to Buyer within three (3) days after the Opening of Escrow. Buyer shall have until the end of the Due Diligence Contingency Period to approve the condition of title to the Properties. If Buyer delivers the Approval Notice, Buyer agrees to take title to the Properties subject to the following "**Permitted Exceptions**": (a) standard printed exceptions in the Preliminary Report; (b) general and special real property taxes and assessments constituting a lien not yet due and payable; and (c) the Schedule B exceptions to the title referenced in the Approval Notice.

4.2 Environmental and Natural Hazards Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property

who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Sellers to provide certain disclosures regarding natural hazards affecting the Properties. Sellers agree to make all necessary disclosures required by law.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing (the “**Closing**” or “**Close of Escrow**”) will occur no later than one hundred twenty (120) days after the Effective Date (“**Closing Date**”).

5.2 Buyer’s Conditions to Closing. Buyer's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or Buyer's written waiver thereof (in Buyer’s sole discretion) on or before the Closing Date:

(a) Buyer will have ninety (90) days from Opening of Escrow (the “**Due Diligence Contingency Period**”) to complete physical inspections of the Property and due diligence related to the purchase of the Property. Sellers shall provide to Buyer copies of all reasonably available and known documents relating to the ownership and operation of the Property, including but not limited to plans, permits and reports (environmental, structural, mechanical, engineering and land surveys) that Sellers have in their possession not later than two (2) business days following the execution and delivery of this Agreement. All physical inspections must be coordinated with Sellers’ representative. Buyer hereby agrees to indemnify and hold Sellers harmless for any damage to the Property caused (but not merely revealed) by Buyer’s inspections.

(b) Sellers have performed all obligations to be performed by Sellers pursuant to this Agreement.

(c) Sellers' representations and warranties herein are true and correct in all material respects as of the Closing Date.

(d) The Title Company is irrevocably committed to issue a CLTA Title Policy to Buyer, effective as of the Closing Date, insuring title to Buyer in the full amount of the Purchase Price subject only to the Permitted Exceptions.

5.3 Sellers’ Conditions to Closing. The Close of Escrow and Sellers' obligation to sell and convey the Property to Buyer are subject to the satisfaction of the following conditions or written waiver by both the City and Successor Agency (in their sole discretion) of such conditions on or before the Closing Date:

(a) Buyer has performed all obligations to be performed by Buyer pursuant to this Agreement before Closing Date.

(b) Buyer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

5.4 Conveyance of Title. Sellers will deliver marketable fee simple title to Buyer at the Closing, subject only to the Permitted Exceptions. The Properties will be conveyed by Sellers to Buyer in an "as is" condition, with no warranty, express or implied, by Sellers as to the physical condition including, but not limited to, the soil, its geology, or the presence of known or unknown faults or Hazardous Materials or hazardous waste (as defined by state and federal law); provided, however, that the foregoing shall not relieve Sellers from disclosure of any such conditions of which Sellers has actual knowledge.

5.5 Deliveries at Closing.

(a) Deliveries by Sellers. Sellers shall each deposit into the Escrow for delivery to Buyer at Closing: (i) a grant deed for either the City Property or the Successor Agency Property, as appropriate; (ii) an affidavit or qualifying statement which satisfies the requirements of paragraph 1445 of the Internal Revenue Code of 1986, as amended, any regulations thereunder (the "**Non-Foreign Affidavit**"); (iii) a California Franchise Tax Board form 590 to satisfy the requirements of California Revenue and Taxation Code Section 18805(b) and 26131; and (iv) a statement with the actual costs of Maintenance Expenses.

(b) Deliveries by Buyer. No less than one (1) business day prior to the close of escrow, Buyer shall deposit into escrow immediately available funds in the amount, which together with the Deposits plus interest thereon, if any, is equal to: (i) the Purchase Price as adjusted by any prorations between the Parties; (ii) the escrow fees and recording fees; and (iii) the cost of the Title Policy.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the grant deed; (ii) disburse to Sellers the Purchase Price, divided between the City and the Successor as jointly directed by the Sellers, less Sellers' share of any escrow fees, costs and expenses; (iii) deliver to Buyer the Non-Foreign Affidavits, the California Certificates and the original recorded grant deeds; (iv) pay any commissions and other expenses payable through escrow; and (v) distribute to itself the payment of escrow fees and expenses required hereunder.

(d) Closing Costs. Buyer will pay all escrow fees (including the costs of preparing documents and instruments), and recording fees. Buyer will pay title insurance and title report costs and Sellers will pay all governmental conveyance fees and all transfer taxes. All other costs and fees shall be paid in accordance with custom and practice in Contra Costa County.

(e) Pro-Rations. At the close of escrow, the Escrow Agent shall make the following prorations: (i) property taxes will be prorated as of the Close of Escrow based upon the most recent tax bill available, including any property taxes which may be assessed after the close of escrow but which pertain to the period prior to

the transfer of title to the Properties to Buyer, regardless of when or to whom notice thereof is delivered; (ii) any bond or assessment that constitutes a lien on the Properties at the Close of Escrow will be assumed by Buyer; and (iii) Maintenance Expenses will be prorated at the Close of Escrow based on the actual costs of maintenance. Sellers do not pay property taxes.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 City's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Sellers contained in other sections of this Agreement, City hereby represents, warrants and covenants to Buyer that the statements below in this Section 6.1 are each true and correct as of the Closing Date provided however, if to City's actual knowledge any such statement becomes untrue prior to Closing, City will notify Buyer in writing and Buyer will have three (3) business days thereafter to determine if Buyer wishes to proceed with Closing. If Buyer determines it does not wish to proceed, then the terms of Section 6.3 will apply.

(a) Authority. City is a municipal corporation, lawfully formed, in existence and in good standing under the laws of the State of California. City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by City, and upon delivery to and execution by Buyer is a valid and binding agreement of City.

(b) Encumbrances. City has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the City Property or any portion thereof, nor entered into any Agreement to do so, and there are no liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, easements or other matters affecting the City Property, except as disclosed in the Preliminary Report. City will not, directly or indirectly, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest prior to the Close of Escrow, as long as this Agreement is in force.

(c) There are no agreements affecting the City Property except those which have been disclosed by City. There are no agreements which will be binding on the Buyer or the City Property after the Close of Escrow, which cannot be terminated on thirty (30) days prior written notice, and the Reciprocal Easement Agreement.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement are conditions precedent to Buyer's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration, termination, or close of escrow of this Agreement and shall not be deemed merged into the deed upon closing.

6.2 Successor Agency's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Sellers contained in other sections of this Agreement, Successor Agency hereby represents, warrants and

covenants to Buyer that the statements below in this Section 6.1 are each true and correct as of the Closing Date provided however, if to Successor Agency's actual knowledge any such statement becomes untrue prior to Closing, Successor Agency will notify Buyer in writing and Buyer will have three (3) business days thereafter to determine if Buyer wishes to proceed with Closing. If Buyer determines it does not wish to proceed, then the terms of Section 6.3 will apply.

(a) Authority. Successor Agency is a public agency, lawfully formed, in existence and in good standing under the laws of the State of California. City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Successor Agency and upon delivery to and execution by Buyer is a valid and binding agreement of Successor Agency.

(b) Encumbrances. Successor Agency has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Successor Agency Property or any portion thereof, nor entered into any Agreement to do so, and there are no liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, easements or other matters affecting the Successor Agency Property, except as disclosed in the Preliminary Report. Successor Agency will not, directly or indirectly, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest prior to the Close of Escrow, as long as this Agreement is in force.

(c) There are no agreements affecting the Successor Agency Property except those which have been disclosed by Successor Agency. There are no agreements which will be binding on the Buyer or the Successor Agency Property after the Close of Escrow, which cannot be terminated on thirty (30) days prior written notice, and the Reciprocal Easement Agreement.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Successor Agency contained in this Agreement are conditions precedent to Buyer's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration, termination, or close of escrow of this Agreement and shall not be deemed merged into the deed upon closing.

6.3 Buyer's Representations and Warranties. In addition to the representations, warranties and covenants of Buyer contained in other sections of this Agreement, Buyer hereby represents, warrants and covenants to Sellers that the statements below in this Section 6.5 are each true as of the Effective Date, and, if to Buyer's actual knowledge any such statement becomes untrue prior to Closing, Buyer shall so notify Sellers in writing and each of the Sellers shall have at least three (3) business days thereafter to determine if both of the Sellers wish to proceed with Closing.

(a) Buyer is an individual investor. Buyer has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Buyer, and upon delivery to and execution by Sellers shall be a valid and binding agreement of Buyer.

(b) Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement are conditions precedent to Sellers' obligation to proceed with the Closing hereunder.

7. REMEDIES In the event of a breach or default under this Agreement by Sellers, if such breach or default occurs prior to Close of Escrow, Buyer reserves the right to either (a) seek specific performance from Sellers or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Sellers are able to perform; or (iii) to terminate this Agreement upon written notice to Sellers, whereupon Sellers shall cause Escrow Holder to return to Buyer any and all sums placed into the Escrow by Buyer, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither party shall have any further obligations or liabilities hereunder. IN THE EVENT OF A BREACH OR DEFAULT HEREUNDER BY BUYER AND THE CLOSING DOES NOT OCCUR DUE TO SUCH DEFAULT, SELLERS' SOLE REMEDY SHALL BE TO RETAIN THE DEPOSITS AS LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IN SUCH INSTANCE, THE DEPOSITS REPRESENT A REASONABLE APPROXIMATION OF SELLERS' DAMAGES AND ARE NOT INTENDED AS A FORFEITURE OR PENALTY BUT RATHER AN ENFORCEABLE LIQUIDATED DAMAGES PROVISION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, ET SEQ. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

Buyer's Initials

City's Initials

Successor Agency's Initials

8. BROKERS. Sellers represent that no real estate broker has been retained by Sellers in the sale of the Properties or the negotiation of this Agreement. Buyer represents that no real estate broker has been retained by Buyer in the procurement of the Properties or negotiation of this Agreement. Buyer shall indemnify, hold harmless and defend Sellers from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Buyer's conduct.

9. ASSIGNMENT. Absent an express signed written agreement between the Parties to the contrary, neither City, Successor Agency nor Buyer may assign its rights or delegate its duties under this Agreement without the express written consent of the other Parties, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

10. MISCELLANEOUS.

10.1 Attorneys' Fees. If any party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the party in whose favor a judgment is rendered.

10.2 Interpretation. This Agreement has been negotiated at arm's length and each party has been represented by independent legal counsel in this transaction and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting party.

10.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

10.4 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

10.5 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

10.6 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among

the Parties upon which any party is relying upon in entering this Agreement that are not fully expressed herein.

10.7 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

10.8 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either party desires or is required to give to the other party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the party's address as set forth below:

To Buyer:	David Arneson, Managing Member BARIC ServicesLLC 108 Plaza Ct. Danville, CA 94526
To Successor Agency:	Successor Agency for the Redevelopment Agency of the City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 Attn: Executive Directory
To City:	City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 Attn: City Manager
To Escrow Holder:	Old Republic Title Company 1000 Burnett Avenue, Suite 400 Concord CA 94520 Attn: Jennifer Quigley

Any such communication shall be deemed effective upon personal deliver or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any party may change its address by notice to the other party. Each party shall make an ordinary, good faith effort to ensure that it will accept or

receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

10.9 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

10.10 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

10.11 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

10.12 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

10.13 Waivers. Any waiver by any party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any party. Consent by any party to any act or omission by another party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

10.14 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

10.15 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between parties is effective, executed, or delivered, as of the Effective Date.

10.16 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a

valid and legal agreement binding on such party and enforceable in accordance with its terms.

10.17 Approvals. Whenever this Agreement calls for Sellers approval, consent, extension or waiver, the written approval, consent, or waiver of both the Successor Agency's Executive Director or his or her designee(s) and the City Manager or his or her designee(s) shall constitute the approval, consent, extension or waiver of the Sellers, without further authorization required from the Sellers' governing board. The Successor Agency hereby authorizes the Successor Agency's Executive Director and his or her designee(s), and the City hereby authorizes the City Manager and his or her designee(s), to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce Sellers' rights under this Agreement, and to waive requirements under this Agreement, on behalf of the Sellers.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement is executed by Buyer, City and Successor Agency as of the Effective Date.

SUCCESSOR AGENCY:

Successor Agency for the Redevelopment
Agency of the City of Pittsburgh

By: _____
Joe Sbranti
Executive Director

Attest:

Alice Evenson, Agency Secretary

Reviewed as to Form:

Ruthann G. Ziegler, Agency Counsel

CITY:

City of Pittsburgh

By: _____
Joe Sbranti
City Manager

Attest:

Alice Evenson, City Clerk

Reviewed as to Form:

Ruthann G. Ziegler, City Attorney

Buyer:

BARIC Services LLC,
a California limited liability company

By: _____

Name: David Arneson
Its: Managing Member

EXHIBIT A

LEGAL DESCRIPTION

6 Alturas Avenue

Alt that certain real property situated in the City of Pittsburg, County of Contra Costa, State of California, described as follows:

Lot 9, as shown on the Map of "BEVERLY ADDITION – UNIT NO. 1", filed on September 26, 1951 in the Office of the County Recorder of said County, in Book 44 of Maps at page 47.

14 Alturas Avenue

REAL PROPERTY in the City of Pittsburg, County of Contra Costa, State of California, described as follows:

Lot 10, Map of Beverly Addition, Unit No. 1, filed September 26, 1951, Map Book 44, Page 47, Contra Costa County Records.

A.P.No. 087-114-011

2758514.2



2410285.6



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

DATE: 4/24/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: City Council Adopt the attached Ordinance Levying Special Tax in Community Facilities District (CFD) No. 2017-1, Fire Facilities and Fire Safety and Emergency Services

MEETING DATE: 5/1/2017

EXECUTIVE SUMMARY

In accordance with the policy of the City Council and the development agreement between the City of Pittsburg (the "City") and Discovery Homes (the "Developer"), the City has agreed to form a Community Facilities District ("CFD") to provide funding for fire protection and emergency facilities and services to serve the Belle Harbor subdivision, now known as Waterstone subdivision. In addition, this Resolution considers the formation of the CFD and provides for the future annexation of territory.

By Resolution 17-13311 the City Council approved a proposed boundary map, declared its intention to establish Community Facilities District No. 2017-1 (Fire Facilities and Fire Safety and Emergency Services) ("CFD 2017-1").

By Resolution 17-13312 the City Council conducted a public hearing and election, declared the results for the election, approved the formation of the CFD, and provided for the future annexation of territory. By Resolution 17-1428 the City Council conducted the First Reading of the Ordinance Levying the Special Tax.

FISCAL IMPACT

The cost of maintaining these project facilities shall be paid through the Community Facilities District special tax that will be levied on residential properties within the proposed boundaries of the District. This tax will be placed on the Contra Costa County tax roll each year. Pursuant to state law, the special tax and associated costs must be maintained in a separate fund and cannot be included in the City's General Fund.

RECOMMENDATION

City Council adopt an Ordinance levying a special tax in Community Facilities District (CFD) No. 2017-1, Fire Facilities and Fire Safety and Emergency Services.

BACKGROUND

At its regular meeting of February 21, 2017, the City Council approved Resolution 17-13298 and initiated proceedings to establish a community facilities district in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311 of the California Government Code (the "Act"). At the April 3, 2017 meeting the Public Hearing was opened and continued to April 17, 2017. At the April 17, 2017 meeting, the Public Hearing was concluded, the Hearing Report was approved, Resolution of Formation was adopted, an election was called and conducted; and a Resolution Declaring Election Results was adopted. There were 99 yes votes cast and 0 no votes.

Increased development within the City has increased the demand for fire protection and emergency medical services and supporting equipment and facilities. Staff recommended the establishment of CFD 2017-1 as a means to finance the cost of fire facilities and fire safety and emergency services within the City. The Special Tax shall be levied and collected unless and until the City Council determines that Special Tax revenues are no longer needed to pay Authorized Expenditures. However, in no event shall Special Taxes be levied after Fiscal Year 2057-58.

Developer has submitted plans for the Waterstone development and will be the initial participant in the formation of CFD 2017-1.

On April 17, 2017, the City Council accepted and filed the Formation Hearing Report and conducted a public hearing. After the public hearing was closed, the City Council adopted two Resolutions: (1) Formation of Community Facilities District No. 2017-1 (Fire Facilities and Fire Safety and Emergency Services) ("CFD 2017-1"), Providing for Future Annexation of Territory and Providing for the Levy of a Special Tax Therein to Finance Certain Public Services in and for Such Community Facilities District and Call for a Special Election; and (2) Declared Results of the Election. The City Council the introduced and waived the first reading of an Ordinance Levying a Special Tax in CFD 2017-1.

SUBCOMMITTEE FINDINGS

Not applicable

STAFF ANALYSIS

The City retained the services of Goodwin Consulting Group to develop the methodology for the special tax rate that will be levied on residential development within CFD 2017-1 for Fire Facilities and Fire Safety and Emergency Services. Goodwin Consulting Group is a firm that specializes in the formation, administration and special tax rate calculation for community facilities districts. The special tax rate proposed is summarized on Table 1 of Exhibit A attached to this report, entitled "Rate and Method of Apportionment of Special Tax". After analysis, staff recommends the special tax rate for residential development within this district for Fiscal Year 2017-2018 be \$75 per Residential Unit and \$909 per acre

for non-residential property. The special tax would be levied in the next subsequent fiscal year on those residential units for which a final building permit inspection was conducted prior to June 30 of the preceding tax year.

Beginning July 1, 2017 and each July 1 thereafter, the maximum special tax shall be increased by two percent (2%) on the annual amount in effect during the prior fiscal year. The special tax assessment will be used to fund all formation and administrative costs, in addition to the costs to maintain project facilities.

ATTACHMENTS: Ordinance

Report Prepared By: Jolan Longway
Civil Engineer II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of an Ordinance Levying a Special)
Tax for Fiscal Year 2017-2018 and Following)
Fiscal Years Solely Within and Relating to the)
City of Pittsburgh Community Facilities District)
No. 2017-1 (Fire Facilities and Fire Safety and)
Emergency Services))

ORDINANCE NO. 17-1428

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

Section 1. Recitals.

- A. On February 21, 2017, the City Council of the City of Pittsburgh ("City") adopted Resolution No. 17-13298 entitled "Resolution of Intention to Establish Community Facilities District No. 2017-1 (Fire Facilities and Fire Safety and Emergency Services), Establish a Future Annexation Area, Approve a Proposed Boundary Map, and Subject to the Required Voter Approval, to Levy a Special Tax to Finance Certain Facilities and Services" wherein it declared its intention to form a community facilities district to be known as "Community Facilities District No. 2017-1 (Fire Facilities and Fire Safety and Emergency Services)" ("CFD No. 2017-1") and to levy a special tax to pay the costs of certain public improvements pursuant to the Mello-Roos Community Facilities Act of 1982 ("Act").
- B. Pursuant to the Resolution of Intention, notice was published as required by the Act of the public hearing called with respect to the intention of the City to form CFD No. 2017-1 and to finance the cost of certain public services and facilities and other related administrative and incidental expenses (collectively, "Services and Facilities").
- C. At the public hearing all persons desiring to be heard on all matters pertaining to the formation of CFD No. 2017-1 and the levy of the special tax were heard, evidence was presented and considered by the City and a full and fair hearing was held.
- D. Subsequent to the public hearing the City adopted a resolution entitled "Adoption of City Council Resolution for the Formation of the City of Pittsburgh Community Facilities District No. 2017-1 (Fire Facilities and Fire Safety and Emergency Services), Providing for Future Annexation of Territory and Providing for the Levy of a Special Tax Therein to Finance Certain Public Facilities and Services in and for Such Community Facilities District and Calling a Special Election to Submit to the Qualified Electors Within Such Community Facilities District the Question of Levying Such Special Tax and Establishing an Appropriations Limit for Such Community Facilities District," which resolution established CFD No. 2017-1, authorized the levy of a special tax within CFD No. 2017-1, and called an election within CFD No. 2017-1 on the proposition of levying a special tax within CFD No. 2017-1.
- E. On April 3, 2017, an election was held within CFD No. 2017-1 in which the eligible landowner(s)-elector(s) unanimously approved the levy of a special tax.

Section 2. Decision.

- A. Pursuant to Government Code Sections 53328 and 53340, and in accordance with the Rate and Method of Apportionment of Special Tax as shown in Exhibit B to Resolution No. 17-13309, Forming the City of Pittsburgh Community Facilities District

No. 2017-1 (Fire Facilities and Fire Safety and Emergency Services) adopted by the City Council on April 3, 2017 (the "Resolution"), a special tax is hereby levied on all taxable parcels within the City's Community Facilities District No. 2017-1 (Fire Facilities and Fire Safety and Emergency Services), for all fiscal years in the amount of the maximum authorized tax; provided, that the amount of special tax levied in each year may be adjusted annually as provided in Section 2 of this Ordinance, subject to the maximum authorized special tax limit.

- B. The City Manager is authorized and directed, with the aid of the appropriate officers and agents of the City, to determine each year, without further action of the City Council, the calculation of Special Taxes as provided in Exhibit B of the Resolution, to prepare the annual special tax roll in the amounts specified in said Exhibit B and, without further action of the City Council, to provide all necessary and appropriate information to the Contra Costa County Auditor in proper form, and in proper time, necessary to effect the correct and timely billing and collection of the special tax on the secured property tax roll of the County; provided, that as provided in the Resolution and Section 53340 of the California Government Code, the Council has reserved the right to utilize any method of collecting the special tax which it shall, from time to time, determine to be in the best interests of the City, including but not limited to, direct billing by the City to the property owners and supplemental billing.
- C. The appropriate officers and agents of the City are authorized to make adjustments to the special tax roll prior to the final posting of the special taxes to the County tax roll each fiscal year, as may be necessary to achieve a correct match of the special tax levy with the assessor's parcel numbers finally utilized by the County in sending out property tax bills.
- D. The City agrees that, in the event the special tax is collected on the secured tax roll of the County, the County may deduct its reasonable and agreed charges for collecting the special tax from the amounts collected, prior to remitting the special tax collections to the City.
- E. Taxpayers who have requested changes or corrections of the special tax and who are not satisfied with the decision of the City Manager (whether the City Manager simply disagrees with the taxpayer or feels the City Manager is not authorized to consider the change requested) may appeal to the Council. The appeal must be in writing and fully explain the grounds of appeal, and must be based solely on the correction of mistakes in the levy based upon the status of the property, and no other appeals will be allowed. The City Manager shall schedule the appeal for consideration within a reasonable time at a City Council meeting.
- F. If for any cause any portion of this ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel by a court of competent jurisdiction, the balance of this ordinance, and the application of the special tax to the remaining parcels, shall not be affected.

Section 3. Effective Date.

This ordinance shall take effect and be in force immediately as a tax measure.

Section 4. Publication.

The Mayor shall sign this Ordinance and the City Clerk shall cause this Ordinance to be published or posted as required in Section 36933 of the Government Code of the State of California.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on the 17th day of April, 2017, and was adopted and ordered published at a meeting of the City Council held on the 1st day of May, 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

DATE: 4/25/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Request for Reinstatement and a Leave of Absence for Planning Commissioner Belleci-Shipe, Through June 2017

MEETING DATE: 5/1/2017

EXECUTIVE SUMMARY

The City Council adopted a Handbook for City Advisory Bodies that requires City Council action to approve absences of more than three consecutive meetings, or the commissioner shall be deemed to have resigned his or her position. Due to family medical reasons, Planning Commissioner Patrice Belleci-Shipe has missed the last three Planning Commission meetings; however, on April 21, 2017, she submitted a request to be reinstated for the remainder of her term (which expires June 30, 2017) with a leave of absence that would allow her the flexibility of attending the remaining meetings as her schedule allows, in light of her family medical situation. Staff recommends approval of the reinstatement and the leave of absence as requested.

FISCAL IMPACT

None from this action.

RECOMMENDATION

By Minute Order, approve a reinstatement and a leave of absence for Planning Commissioner Patrice Belleci-Shipe through the end of her current term, which expires on June 30, 2017.

BACKGROUND

On June 15, 2015, the City Council adopted Resolution 15-13052A, to approve a Handbook for City Advisory Bodies (the "Handbook") to assist commissioners in the performance of their duties. The Handbook includes requirements for eligibility for appointment and attendance.

On September 21, 2015, the City Council approved Resolution 15-13111 to approve updated bylaws for the Pittsburgh Planning Commission, Historical Resources Commission and Community Advisory Commission to be consistent with the Handbook's requirements.

Planning Commissioner Belleci-Shipe was unable to attend the last three Planning Commission meetings (February 28, March 14 and March 28) due to a family medical situation. In accordance with the Handbook for City Advisory Bodies and the Planning Commission bylaws, these absences have deemed Commissioner Belleci-Shipe to have resigned from her position with the Planning Commission.

On April 21, 2017, Commissioner Belleci-Shipe submitted a written request via email (see attached) requesting to be reinstated for the remainder of her term, with a leave of absence that would allow her the flexibility of attending the remaining meetings as her schedule allows, in light of her family medical situation.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The City Council appointed Patrice Belleci-Shipe to the Planning Commission on June 17, 2013. During her tenure and prior to her recent absences, she has had excellent attendance and has only missed an average of one meeting per year.

She has requested a reinstatement and a leave of absence that would allow her to finish out the remainder of her term, as her schedule allows, in order to provide care for a family member undergoing major ongoing medical treatment. Commissioner Belleci-Shipe has a maximum of five meetings left in her term, which expires on June 30, 2017.

Staff believes that because there are only two and a half months left before her term expires, there is not sufficient time available to recruit for a replacement Planning Commissioner. Rather than holding a vacant seat between now and June 30, 2017, staff believes it would be appropriate to grant Commissioner Belleci-Shipe's request.

ATTACHMENTS: April 21, 2017, Request for Reinstatement from Patrice Belleci-Shipe

Report Prepared By: Kristin Pollot, AICP, Planning Manager

Kristin Pollot

From: Patrice Belleci-Shipe <pmbell13@sbcglobal.net>
Sent: Thursday, April 20, 2017 7:32 PM
To: Kristin Pollot
Cc: citycouncil
Subject: Re: Planning Commission Reinstatement Request

Dear Kristin,

Thank you for your prompt reply and recommendation. Although I am still staying at Stanford with my husband, I have considered your recommendation and decided to submit my reinstatement request.

With sincere gratitude to the City Council who has allowed me to serve on the Planning Commission, I request to be reinstated for the remainder of my term. I am hoping that I can attend meetings between now and the end of June, when my family medical schedule allows.

Again, I thank you and the City Council for your support and consideration. If my reinstatement would pose an inconvenience, and I am denied, I would understand completely.

With best regards,
Patrice Belleci-Shipe

Sent from my iPhone

> On Apr 4, 2017, at 5:07 PM, Kristin Pollot <KPollot@ci.pittsburg.ca.us> wrote:

>

> I would recommend that you request to be reinstated for the remainder of your term, pending your availability while you are dealing with your family medical situation. This would allow you the flexibility to attend meetings between now and the end of June, when your schedule allows.