CITY OF PITTSBURG
AGENDA

June 04, 2018

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

COMMISSION CANDIDATE INTERVIEWS
6:00 P.M.

CLOSED SESSION
6:30 P.M.

REGULAR MEETINGS
7:00 P.M.

CITY COUNCIL
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II

PRESIDING

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

FOR HOUSING AUTHORITY:
VACANT, 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)

6:00 P.M.

COMMISSION APPLICANT INTERVIEWS

AUDIENCE REMARKS

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

6:30 P.M.

CONVENE IN CLOSED SESSION

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

   Property: 295 East Tenth Street (085-196-001); Successor Agency Negotiators: Joe Sbranti, Maria Aliotti; Negotiating Parties: Veterans Square Associates, L.P.; Under negotiation: Both price and terms of payment

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

   Agency designated representatives: Joe Sbranti, Garrett Evans, Stacy Shell; Employee organization: AFSCME Miscellaneous A; AFSCME Management/Professional/Confidential; Teamsters Local 856

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATION

Elder Abuse Awareness Month

Human Trafficking Prevention and Awareness Week

Relay for Life

PRESENTATIONS

Police Department Retirements

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

3. Introduction and Waive First Reading of an Ordinance Amending Chapter 8.04 Rubbish Removal and Disposal

   The City Council will consider the adoption of an Ordinance, amending Chapter 8.04 Rubbish Removal and Disposal, to clarify the proper storage of collection containers for garbage, recycling, and green waste on properties on non-collection days.

4. Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving the Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)

   This is a public hearing on a request for approval of a 57-unit, single-family development on a 4.98-acre site located at 350 Central Avenue in the CS (Service Commercial) and RS-5 (Single-Family Residential) districts. Assessor's Parcel Nos. 086-160-009, -011, -012, and 086-151-001. The proposal includes: 1) a General Plan map amendment to change the site's land use designation to 'Medium Density Residential'; 2) a zoning map amendment to rezone the site to PD (Planned Development) District; 3) a development agreement; 4) a vesting tentative map to subdivide the property; 5) design review; and 6) a tree removal permit. On May 8, 2018, the Planning Commission adopted Resolution No. 10099 recommending approval of the proposal in its entirety.

5. Adoption of a City Council Resolution Approving the Establishment of Preferential Residential Permit Parking on Portions of Oakpoint Drive and Oakpoint Court

   In response to BART patrons' vehicles parking in front of their homes along portions of Oakpoint Drive and Oakpoint Court, residents along these streets have applied for a Preferential Residential Permit Parking Area. After staff has completed necessary surveys and studies of the area, the City Engineer has determined the area is eligible for permit parking per PMC 10.26.030.

CONSIDERATION

6. Adoption of a Minute Order to Approve a City Council Recess for Summer Months

   Historically, the City Council takes a recess during the summer months to allow for both staff and Council vacations. Both the recess and the scheduled date are at the discretion of the Council.

7. Measure M Citizens Oversight Committee Report – Proposed Use of Measures M Funds for FY 2018-19

   On June 5, 2012 the voters of Pittsburg passed, the Pittsburg Preservation of Citywide Services Temporary Funding Transactions and Use Tax Ordinance. The ordinance established a one-half of one percent (0.5%) use and transaction tax. On June 7, 2016, the voters of Pittsburg passed Measure M, extending the use and transaction tax to June 30, 2035. The measures require the establishment of a Citizens Oversight Committee ("Committee") charged with making recommendations to the City Council ("Council") for the use of the Measures revenue. This item is the Committee's report on the use of the Measures revenues and proposed use for FY 2018-19.

8. Adoption of a City Council Resolution Approving an Option Agreement with Energy Delivery Solutions LLC for a Technology Park Development at the former Delta View Golf Course

   The City and Energy Delivery Solutions LLC (EDS) are proposing to enter into an Option Agreement for approximately 101.7 acres of land at the former Delta View Golf Course. EDS wishes to pursue the development of a technology park that would include one or more data centers.

9. By Minute Order, Consider and Approve Formation of New Ad Hoc Committees and Appoint Two Committee Members each to those Proposed Committees

   In accordance with the City of Pittsburg "Policies and Procedures for the City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees.

CONFLICT OF INTEREST STATEMENT

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

CONSENT CALENDAR

COMBINED CITY COUNCIL, PITTSBURG POWER COMPANY AND SOUTHWEST PITTSBURG GHAD II CONSENT CALENDAR

10. Minutes

    Minutes of May 21, 2018

11. Adoption of City Council, Pittsburg Power Company and Southwest Pittsburg GHAD II Resolutions Approving a List of Firms for On-Call Material Testing, Environmental, and Geotechnical Services Related to the City's Capital Improvement Projects and Authorizing the City Manager/Executive Director to Enter into Agreements with Selected Firms

    The Material Testing, Environmental, and Geotechnical on-call list (the "On-Call List") will allow staff to use pre-qualified material testing, environmental, and geotechnical firms on an as-needed basis to perform various testing and reporting tasks required for design and construction of various capital improvement projects.

12. Adoption of a City Council Resolution Requesting the Consolidation of the Municipal Election with Other Elections to be Held on Tuesday, November 6, 2018 General Election Date for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities and Levying a Charge and Establishing Word Limitation for Candidates' Statements

    Pursuant to Elections Code Section 10400, et. seq., the City must, at least 88 days prior to the date of the election, file with the Board of Supervisors a Resolution of its governing board requesting the consolidation of elections and setting forth the exact form of any office to be voted upon at the election, and establishing the word limitation for candidates' statements.

13. Adoption of a City Council Resolution to Support the San Francisco Bay Area Water Trail

    Staff is seeking Council support to designate the Pittsburg Marina as a location on the San Francisco Bay Area Water Trail (Water Trail), a resource for non-motorized small watercraft users with potential to increase water-related recreation and economic development on the Pittsburg Waterfront.

14. Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between the City of Pittsburg and Pacific West Communities, Inc. for the Property Located at South Broadway Avenue (094-025-002)

    The City of Pittsburg and Pacific West Communities, Inc., an Idaho corporation doing business in California as Idaho Pacific West Communities, Inc. (the "Buyer"), propose to enter into a purchase and sale agreement (the "Purchase Agreement") for the disposition of City property located at South Broadway Avenue (094-025-002) (the "Property").

15. Adoption of a City Council Resolution to Approve the Engineer's Report and Declare the City Council's Intent to Order Improvements in Landscaping and Lighting Assessment District 1988-01, Citywide (Pursuant to the Landscaping and Lighting Act of 1972) for FY 2018-19

    Pursuant to state statutes governing the renewal of assessment districts, the City Council is being asked to adopt the resolution approving the Engineer's Report for Landscaping and Lighting Maintenance Assessment District 1988-01("88-01 District"), Citywide (Fiscal Year 2018-19) and to set July 16, 2018, as the public

hearing for this matter.

16. Adoption of a City Council Resolution to Approve the Engineer's Report and Declare the City Council's Intent to Order Improvements for the Landscaping and Lighting Assessment District 1988-02, Oak Hills (Pursuant to the Landscaping and Lighting Act of 1972) for FY 2018-19

    Pursuant to state statutes governing the renewal of assessment districts, the City Council is being asked to adopt the resolution approving the Engineer's Report for Landscaping and Lighting Maintenance Assessment District 1988-02, ("88-02 District") Oak Hills (Fiscal Year 2018-19) and to set July 16, 2018, as the date for a public hearing for this matter.

17. Adoption of a City Council Resolution Determining that the Properties with Assessor's Parcel Numbers 086-100-040 and 086-100-041 are Not Needed for Future Public or Institutional Use and that a Hotel is an Office-Supporting Commercial Use Consistent with the Vision of the Railroad Avenue Specific Plan

    Two properties on Center Drive, also known as Assessor's Parcel Numbers 086-100-040 and 086-100-041 (collectively the "Properties") are currently zoned PD District (Planned Development, Ordinance No. 09-1319) and maintain a Railroad Avenue Specific Plan (RASP) land use designation of Public/Institutional. Staff is requesting the City Council make the determination that the Properties are not needed for future public or institutional use.

18. Adoption of an Ordinance Amending Title 18 of the Pittsburg Municipal Code Related to the Cannabis Regulations, AP-18-1308 (RZ)

    On May 7, 2018, the City Council held a duly noticed public hearing to consider text amendments to Title 18, "Zoning," of the Pittsburg Municipal Code (PMC) to allow for use of cannabis within medical and nonmedical product manufacturing.

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 June 18, 2018

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2018

Updated December 18, 2017

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

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
East Bay League of Calif. Cities	Sal Evola / Merl Craft Alternate	Standing	3rd Thursday	*Rotational
Mayor's Conference	Pete Longmire / Sal Evola Alternate	Standing	1st Thursday	J. Sbranti/G. Evans
School Districts Committee	Merl Craft &Jelani Killings / Juan Banales Alt.	Standing	4th Thursday even months	J. Sbranti

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
CAC/CDBG	Juan Banales & Jelani Killings / Pete Longmire Alt.	Standing	As needed	M. Aliotti
Concord Hills Working Group	Sal Evola & Juan Banales / Merl Craft Alt.	Ad Hoc	As needed	J. Sbranti
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	K. Pollot
Local Contracting & Preference Policy	Merl Craft & Sal Evola	Ad Hoc	As needed	J. Sbranti
Pittsburg Arts & Community Foundation	Merl Craft& Jelani Killings / Pete Longmire Alt.	Standing	As needed	J. Sbranti
Pittsburg Police Activities League (PAL)	Juan Banales & Pete Longmire / 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	M. Aliotti

*Rotational Staff as assigned by City Manager
**Stipend of $209 per month
***Stipend of $100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

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

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

Community Advisory Commission meetings are regularly held the first Wednesday of the monthin 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: 5/21/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Amending Chapter 8.04 Rubbish Removal and Disposal

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

The City Council will consider the adoption of an Ordinance, amending Chapter 8.04 Rubbish Removal and Disposal, to clarify the proper storage of collection containers for garbage, recycling, and green waste on properties on non-collection days.

FISCAL IMPACT

This Amendment to the Ordinance will not directly impact the General Fund. This Ordinance will require staff time to notify and educate residential, commercial, and industrial property owners as well as other staff members to provide enforcement with notices and citations.

RECOMMENDATION

City Council open the public hearing, take public comment, close the public hearing and introduce, waive further reading, and pass to second reading, the attached Ordinance approving amendments to Chapter 8.04 “Rubbish Removal and Disposal” of the Municipal Code.

BACKGROUND

City staff has received complaints over the years about the storage garbage and recycling containers being left in public right of ways as well as being left in front of properties or outside of containment areas. The improper storage of these containers cause blight with their unsightliness and litter nuisances after the local solid waste / recycling hauler has collected the materials curbside. Containers left in this fashion invite scavenging and illegal dumping within the community as well as vandalism with containers being knocked over and contents spilled onto the ground and eventually into waterways.

Code Enforcement has been active over the years with enforcing this section of the Pittsburg Municipal Code (PMC), however, the present vagueness of the Ordinance has caused difficulty with follow through of the implementation of enforcement. This has caused additional complaints by the residents complaining about the blight of the containers only to then issue complaints about the City's lack of enforcement and being non-proactive in efforts pertaining to blight in our community.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Staff reviewed the Municipal Codes of 8 cities within Contra Costa County and approximately 10 other cities within the state regarding the storage of garbage and recycling containers on properties. On average, the descriptions fell into two categories; either vague or descriptive. The vague ones are usually older Ordinances such as the City's Ordinance which was adopted in 1990. The descriptive ones provide better guidance to property owners on the proper manner to store the containers on properties to prevent blight and ensure better control of litter within the City and allow for better enforcement.

Staff made a presentation to the Community Advisory Committee (CAC) on April 4, 2018 with the City's present language in the Municipal Code and the proposed amended language before the City Council for consideration. Pictures were also provided as examples of the blight and litter concerns. The CAC was supportive of the amended language to the City's Municipal Code.

The Amendment to Chapter 8.04 "Rubbish Removal and Disposal" will provide the needed clarifying language to property owners, allow for Code Enforcement to perform enforcement more efficiently, and assist with improving the quality of life with the City by removing blight and unnecessary litter contributions with in our communities. The passage of this Amendment will also support requirements in the City's National Pollutant Discharge Elimination System (NPDES) permit and PMC Section 13.28 "Stormwater Management and Discharge Controls."

ATTACHMENTS: Exhibit A – Ordinance Amending Chapter 8.04 Rubbish Removal and Disposal

Report Prepared By: Laura L. Wright, Environmental Affairs Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

An Ordinance of the City of Pittsburg	)	
Amending Chapter 8.04 "Rubbish Removal	)	ORDINANCE NO. 18-
And Disposal" of the Municipal Code	)	

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

SECTION 1. Recitals

The health, welfare and safety of the people in the City require that all real property owners are required to properly maintain and store solid waste upon their properties. The storage, accumulation, collection and disposal of municipal solid waste, including without limitation, garbage, trash, debris and other discarded or recyclable materials is a matter of public concern in that improper control of these materials may create a public nuisance, air pollution, fire hazard, rat and insect infestation and other problems adversely affecting the City.

Regulation of the placement of garbage, refuse, and other discarded and recyclable materials from all residential, commercial, industrial and institutional properties within the City will provide the most orderly and efficient solution to these problems and will promote the public health, safety and welfare. spillage and litter on the public streets, . Proper storage of containers can deter many vector issues and scavenging. Containers left unattended and without security can also

Effective enforcement to alleviate health and safety issues in addition to blight and litter requires clarity of conditions on proper placement

SECTION 2. The City Council finds and determines that:

The recitals set forth are true and correct statements.

SECTION 3. Amending Pittsburg Municipal Code Chapter 8.04, "Rubbish Removal and Disposal."

Article I. General Provisions, Section 8.04.030, "Definitions" of Chapter 8.04 "Plastic Bag Regulation" of Title 8 "Health and Sanitation" is hereby amended to read as follows:

"Collection container" means all such containers including standard container that collects and stores solid waste garbage, refuse, rubbish, recyclables, and yard trimmings.

SECTION 4. Deletion of Section 8.04.080, "Refuse collection stations," of Pittsburg Municipal Code Chapter 8.04, "Rubbish Removal and Disposal."

Article II. Storage, Collection and Disposal of Refuse, Section 8.04.080, “Refuse collection stations.” of Chapter 8.04 “Rubbish Removal and Disposal” of Title 8 “Health and Sanitation” is hereby repealed in its entirety.

SECTION 5. Adding of Section 8.04.080, “Collection Containers - Placement,” of Pittsburg Municipal Code Chapter 8.04, “Rubbish Removal and Disposal.”

Title 8 “Health and Sanitation” of the Pittsburg Municipal Code, Chapter 8.04 “Rubbish Removal and Disposal, Article II. Storage, Collection and Disposal of Refuse, is hereby amended to include Section 8.04.080, “Collection Containers- Placement,” which shall hereby read as follows:

8.04.080 Collection Containers – Placement.
A. Residences / Multi-Family. It shall be the duty of every owner, tenant, lessee, or occupant of any private dwelling house to use a container provided by the franchisee or approved by the City and or franchisee for receiving and holding all of the solid waste and recycling produced, created, or accumulated upon said premises. No solid waste container, other than one owned by the City, shall be placed or kept in or on any public street, side-walk, footpath or any public place whatsoever, or remain in public view from any public right-of-way. These collection containers shall be maintained in a code complaint location and screened from public view. For purposes of this section, “screened” means blocked from public view from the street or public right-of-way with a permanent fence, enclosure, landscaping, or other comparable facility as approved by the City. No person shall place a container so that either the sidewalk or street gutter is obstructed.

All collection containers shall be kept on their premises, and the area in which they are located, in a good, usable, clean in a sanitary condition at all times. The containers shall be located in such places on the premises as to be readily accessible for removing and emptying and shall ensure that the lids or covers are kept closed, that solid waste and recyclable materials are not placed outside the container, and that containers do not leak or spill.

B. Businesses/Commercial/Industrial. It shall be the duty of the proprietor, manager, owner, or lessee of any business, commercial or industrial property to provide use a container or dumpster provided by the franchisee or approved by the City and or franchisee for receiving and holding all of the solid waste and recycling produced, created, or accumulated upon said premises. All solid waste, rubbish and recyclable materials containers and dumpsters shall be placed and maintained in a code compliant location readily accessible to the contractor but shall not be placed within the limits of any street or other public place in said city or in such a place or manner as to constitute either a fire hazard or a public nuisance. The proprietor, manager, owner, or lessee of any business, commercial or industrial property shall keep their containers and or dumpsters in a location not visible from the public right-of-way unless otherwise approved by the City.

All such containers and dumpsters shall be kept in a sanitary condition at all times and shall ensure that the lids or covers are kept closed, that solid waste and recyclable materials are not placed outside the container, and that containers do not leak or spill.

Upon written notification from the City that containers are being maintained in a hazardous or offensive condition, they shall be relocated immediately by the subscriber.

Failure to relocate the containers following notice shall be unlawful and constitute an infraction, punishable as specified in this code.

SECTION 3. Effective Date

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 4. Publication

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

The foregoing Ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on June 4, 2018 and was adopted and ordered published at a meeting of the City Council held on June 18, 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dwaine “Pete” Longmire, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

DATE: 5/21/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving the Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

This is a public hearing on a request for approval of a 57-unit, single-family development on a 4.98-acre site located at 350 Central Avenue in the CS (Service Commercial) and RS-5 (Single-Family Residential) districts. Assessor's Parcel Nos. 086-160-009, -011, -012, and 086-151-001. The proposal includes: 1) a General Plan map amendment to change the site's land use designation to 'Medium Density Residential'; 2) a zoning map amendment to rezone the site to PD (Planned Development) District; 3) a development agreement; 4) a vesting tentative map to subdivide the property; 5) design review; and 6) a tree removal permit. On May 8, 2018, the Planning Commission adopted Resolution No. 10099 recommending approval of the proposal in its entirety.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions (as outlined in the proposed development agreement) are anticipated with this project. The applicant would also be required to deposit a minimum of $5,000 on an annual basis to reimburse the City for staff time expended in the annual review of the development agreement terms.

RECOMMENDATION

City Council open the public hearing; take public comment; close the public hearing; adopt the attached resolution approving a mitigated negative declaration, General Plan map amendment, vesting tentative map, design review, and tree removal permit; and introduce, waive further reading, and pass to second reading, the attached ordinance approving a zoning map amendment and development agreement for the Liberty Residential Subdivision. A condition of approval has been included making approval of the vesting

tentative map, design review, and tree removal permit contingent upon City Council adoption of the ordinance approving the zoning map amendment for the project.

BACKGROUND

In 2014, Meea Kang filed a planning application requesting approval of: 1) a General Plan amendment to change the land use designation of the site from a combination of 'Service Commercial' and 'Low Density Residential' to 'High Density Residential'; and 2) a rezoning of the site from a combination of CS (Service Commercial) and RS-5 (Single-Family Residential) districts to RH (High-Density Residential) District. The Commission held a public hearing to consider Ms. Kang's project on September 9, 2014. At this meeting, the Commission could not reach a consensus on its desired recommendation and voted to continue the item for further review.

On May 20, 2015, staff received a letter from Ms. Kang requesting that the initial version of the application be revised in order to rezone the site to RM (Medium Density Residential) District instead of the previously requested change to RH (High Density Residential District. Because of the change in proposal, the potential allowable density was substantially decreased. Under the originally requested RH District, the site would have been zoned for a maximum of 120 units (14 to 24 d.u./ac). The subsequent RM District proposal would have allowed for up to 70 units (4 to 14 d.u./ac).

On May 26, 2015, the Commission held a public hearing on Ms. Kang's revised proposal. During the public hearing, there was extensive testimony received from the public generally opposing the project. Concerns included the following: 1) the project would not be consistent with the surrounding neighborhood's single-family character; 2) the proposal would not be consistent with the goals of the Railroad Avenue Specific Plan; 3) there are not enough jobs available in the community to accommodate additional residents; 4) existing schools are overcrowded; 5) the project may result in negative impacts to Downtown Pittsburg; 6) there could be increased traffic and parking problems for the area; 7) the project could increase crime rates in the immediate vicinity; and 8) without conceptual project plans, there would be too much uncertainty regarding future development of the site.

Following the close of the public hearing, the Commission deliberated and voted 6-0 to deny the revised proposal without prejudice (Planning Commission Resolution No. 9982). The Commission's denial was based primarily on the lack of conceptual project plans to support the requested General Plan amendment and rezoning.

In June 2015, Ms. Kang and the property owners filed an appeal of the Commission's denial and submitted conceptual project plans illustrating a development that could occur on the site if the requested General Plan amendment and rezoning were to be approved. The conceptual project plans included a total of 70 units and a mix of two-story, detached single-family homes and three-story, attached townhouses, with craftsman-style architecture and living areas ranging between 1,800 and 2,100 square-feet.

The City Council heard the appeal on February 1, 2016. The City Council liked the conceptual project plans presented, but felt that a development agreement, affordable housing agreement, tentative map, and detailed architectural plans should have accompanied the application considered by the Commission. For this reason, the City Council voted unanimously to uphold the Commission's decision to deny the revised proposal without prejudice. Since that time, Discovery Builders, Inc. has extended an offer

to purchase the site from the current owners with the intent to construct a single-family residential development.

Existing Conditions: The project site includes 4.98 acres of undeveloped, flat land located along the southern side of Central Avenue, between Railroad Lane and Isabel Court. Just under 20% of the site is covered with gravel or concrete pavement left behind from prior development, which included a self-service car wash and a bottling facility operated by the Pepsi Company prior to 1990. The remainder of the site consists of weeds, seasonal grasses, and several trees. Most of the site is unsecured, but there is a chain-link fence around the formerly developed area and another along the southern perimeter of the site. The site has just over 500 feet of frontage on Central Avenue. The frontage is improved with a five-and-half-foot-wide sidewalk, a parking lane with 18 designated spaces, a Class II bicycle lane, a vehicle lane in each direction, and a center turning lane.

The site is within a half-mile distance of the Pittsburg Center BART Station and a quarter-mile of two bus stops located near the intersections of Railroad Avenue/Central Avenue and Harbor Street/Central Avenue (Tri Delta Transit Routes 381 and 387). Additionally, the site is within a half-mile distance of Marina Vista Elementary School, Pittsburg High School, City Park, John Buckley Square, and the Downtown commercial core.

The project site is bordered to the south by the Union Pacific Railroad (UPRR). Immediately east of the site is St. James Cathedral and multiple single-family subdivisions. To the north, across Central Avenue, there is the Filipino-American Cultural Center and several industrial facilities, including Ramar Foods International and the City's Corporation Yard. The Pentecostals of the Bay Area and Forrest Memorial Church are located immediately west of the site along Railroad Lane (see Map of Surrounding Uses and Site Photos in Attachments 5 and 6).

Proposed Project: The current applicant, Discovery Builders, Inc., proposes to construct a 57-unit, detached, single-family development at the site, similar to the 'Waterstone' subdivision (formerly 'Belle Harbor') which was approved by City Council in June 2016 and is currently under construction. Several approvals are requested for this project. The first is a General Plan map amendment that would change the site's current land use designation from a combination of 'Service Commercial' and 'Low Density Residential' (1 to 7 units/acre) to 'Medium Density Residential' (7 to 14 units/acre) (see Exhibit C of Attachment 1).

The second approval is for a zoning map amendment that would rezone the entire site from a combination of 'CS (Service Commercial) District' and 'RS-5 (Single-Family Residential) District' to 'PD (Planned Development) District'. The PD district would allow for flexible, small lot development. As shown on the PD Plan (see Exhibit A of Attachment 2), the development regulations for the proposed PD district are as follows:

Min. Lot Size: 2,000 square feet
Min. Lot Width: 40 feet
Min. Front Yard (fronting on private motor court): 4 feet
Min. Corner Side Yard (next to public street): 9 feet
Min. Corner Side Yard (next to private motor court): 4 feet
Min. Interior Side Yard: 4 feet
Min. Rear Yard: 4 feet
Max. Encroachment into a Required Yard: 1 foot
Max. Lot Coverage: 60%
Max. Building Height: 28 ft.

The third approval is for a vesting tentative map (see Project Plans in Attachment 4) that would subdivide the 4.98-acre site into 57 lots. The lot sizes would range from 2,016 to 4,126 square feet, yielding a density of approximately 11.45 units per acre. A single, 36-foot-wide, two-way street (currently referenced on the vesting tentative map as 'Liberty Court') would provide public access into the subdivision. The street would be positioned south of the Central Avenue/Moose Way intersection and would serve seven, 20-foot-wide motor courts, with six to nine lots arranged around each court. The seventh motor court at the end of Liberty Court would include an 11,867-square-foot, pocket park to be maintained by the homeowner's association.

Parking would be prohibited on the motor courts to ensure access for each lot. It should be noted that only 21% of the proposed lots (12 of 57) are designed with driveways deep enough to accommodate parking. However, about 30 curbside spaces would be provided along Liberty Court and Central Avenue. There would also be seven off-street spaces located along Liberty Court and 12 off-street spaces in front of the proposed pocket park.

The fourth approval is for a development agreement (see Exhibit B of Attachment 2) between the City of Pittsburg and Discovery Builders, Inc., establishing the project's inclusionary housing and other obligations. The proposed agreement would require the developer to: a) build six houses with attached, income-restricted accessory dwelling units (ADUs) to meet the subdivision's inclusionary housing obligation under PMC Chapter 18.86; b) pay fees to finance unmet local and regional traffic improvement needs; c) install a camera surveillance system in the area; d) install basic home security wiring in each dwelling unit; e) annex the project site into the City's Lighting and Landscaping District; f) annex the site into the City's Community Facilities District (CFD) 2007-1 for park maintenance; g) annex the site into the City's CFD 2016-1 for maintenance of off-site stormwater facilities; h) annex the site into the City's CFD 2005-1 for police and other emergency services; and i) annex the site into the City's CFD 2017-1 for fire facilities and fire safety and emergency services.

The fifth approval is for design review of architectural and landscape plans (see Attachment 4). The architectural plans include four, two-story house models with three exterior designs each and 12 total color schemes. The house model designs are characterized by a mixture of hipped and gable-end roofs with concrete tile roofing material; stucco siding and simulated stone veneer or horizontal lap siding; and windows with faux shutters or wrought iron railings. The proposed house models range from 1,846 to 2,477 square feet in total living area. Each model features a two-car garage with two wall-mounted bike racks, four to five bedrooms, two and one-half to three bathrooms (including a master bath and walk-in closet), a family or 'great' room, a 'nook' or dining room, a kitchen with appliances, and a laundry room. As previously stated, ADUs would be built into six of the homes to meet the City's affordable housing requirements. The ADUs would include a living room/bedroom, kitchenette, and bathroom for a total living area of approximately 235 square feet.

The landscape plans include signage, fencing, planting, and irrigation details. Along Central Avenue, the proposed landscape improvements include 13-foot-wide landscaped areas with drought-tolerant shrubs, groundcover, and street trees planted next to six-foot-high, decorative masonry walls. Two entry signs with the subdivision's name and branding, would be embedded into the masonry walls on each side of Liberty Court. Although the vesting tentative map and landscape plans show otherwise, Discovery Builders has agreed to construct six-foot masonry walls along the entire western, southern, and eastern property lines. A six-foot masonry wall would also be provided between the pocket park and the three

adjacent, residential lots to the east. Discovery Builders would like to preserve the existing five-and-half-foot-wide sidewalk along Central Avenue, but City standard specifications require that a ten-foot-wide sidewalk be installed along arterial streets.

Along Liberty Court, landscape improvements would include six-foot-wide sidewalks, similar drought-tolerant plantings, and six-foot-tall redwood fences with a lattice top. Yards along the motor courts would be landscaped, but no sidewalks would be provided. Redwood fences without a lattice top would be provided between each residential lot.

The last approval requested is a tree removal permit. The City's Tree Preservation Ordinance (PMC section 18.84.830) requires replacement of any tree with a circumference of 50 inches or more. There are currently five palm trees on the site that would require replacement. Discovery Builders would comply with the requirements of ordinance by either: a) replacing the trees with 24-inch box trees at a four-to-one ratio; b) replacing them with 15-gallon trees at a 12-to-one ratio; or c) paying an in-lieu fee. On May 8, 2018, the Planning Commission adopted Resolution No. 10099 recommending approval of the proposal in its entirety.

General Plan Compliance: The project site is in the 'East Central' subarea of the General Plan. The western half of the site (APN Nos. 086-160-009, -011, and -012) is designated 'Service Commercial', with the eastern half (APN No. 086-151-001) designated 'Low Density Residential'. The 'Service Commercial' designation is intended to provide sites for commercial uses with heavy vehicle or truck traffic. It also allows mixed-use development with a maximum floor-to-area-ratio (FAR) of 0.5. The 'Low Density Residential' designation is intended to provide sites for single family development with a density of 1 to 7 units per acre. Although it is consistent with several General Plan goals and policies (see Attachment 7), the proposed project is a single-family development with a density of 11.45 units per acre and is therefore inconsistent with the site's general plan land use designations and associated densities. This issue would be addressed if the City Council were to approve the proposed re-designation of the site to 'Medium Density Residential', which allows residential development at densities between 7 and 14 units per acre.

Zoning Compliance: In similar fashion to the land use designations mentioned above, the western half of the site is zoned CS (Service Commercial) and RS-5 (Single Family Residential). These zoning districts are intended implement the General Plan land use designations. Unlike the General Plan however, the zoning provides a maximum residential density for the CS District. PMC section 18.52.120 stipulates that residential development in commercial zoning districts cannot exceed 24.2 units per acre. The maximum density for the RS-5 District is 8.7 units per acre. Based on these factors, the entire site could accommodate up to 84 units (63 on the western half and 21 on the eastern half).

As proposed, the project would only include 57 units across the site. Although the current zoning allows the number of units proposed, it requires the units on the western half to be incorporated into a multistory, mixed-use development and the units on the eastern half to be built on lots with a minimum size of 5,000 square-feet. Since the project consists of a homogeneous, single family development on smaller lots, Discovery Builders is requesting the site be rezoned to a PD district. Pursuant to PMC section 18.62.010(D), a PD district can be used to provide flexibility when the base zoning regulations are too rigid to allow for unique land uses or site characteristics. The City Council has approved similar PDs for past subdivisions such as 'Vista Del Mar' in the San Marco area, 'Clipper Cove' west of Downtown, and most recently 'Waterstone' across from Pittsburg High School.

Development Agreement: Pursuant to PMC 18.44.020, the City Council adopted procedures and requirements for considering, adopting and reviewing development agreements on November 25, 1996, through Resolution No. 96-8371. In accordance with this resolution, the City Council may adopt an ordinance approving a development agreement if it finds that the development agreement is consistent with the General Plan and will promote the public health, safety, and general welfare.

Design Guidelines: The proposed project is subject to the City's Development Review Design Guidelines (DRDG), adopted by the Planning Commission through Resolution No. 9864. As shown in Attachment 8, the project is substantially consistent with the City's DRDGs, except for DRDG sections 1.l, 2.b through 2.e, 2h, and 6.A.1 through 6.A.3, which encourage: a) enhanced window treatments on building elevations exposed to public view; b) architectural details be extended around the sides of each building; c) decorative masonry walls with pilasters at intervals of 25 feet or less; d) decorative retaining walls; e) screening for utility boxes, transformers, backflow preventers, meters, and junction boxes; f) developers to provide, as part of the options package for homebuyers, an option offering pre-wiring for solar panels; and g) cool roofs for reduction of heat island effect.

Required Finding – General Plan Map Amendment: In order to adopt a general plan amendment, the City Council must determine, in accordance with Government Code section 65358, that the amendment would be in the public interest.

Required Findings – Zoning Map Amendment: In order to approve zoning changes, the City Council must determine, in accordance with PMC section 18.48.030, that:

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

B. a community need is demonstrated for the change proposed; and

C. its adoption would be in conformity with public convenience, general welfare and good zoning practice.

Required Findings – Tentative Map: In order to approve a tentative map, the City Council must determine, in accordance with PMC section 17.20.060(c), that:

A. the proposed map is consistent with the general plan and any applicable specific plan, or other applicable provision of PMC;

B. the site is physically suitable for the type of development;

C. the site is physically suitable for the proposed density of development;

D. the design of the subdivision or the proposed improvements would not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

E. the design of the subdivision or the type of improvements would not cause serious public health problems; and

F. the design of the subdivision or the type of improvements would not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

Required Findings – Development Agreement: Pursuant to City Council Resolution No. 96-8371, the City Council may adopt an ordinance approving a development agreement if it finds that:

A. the development agreement is consistent with the General Plan and any applicable specific plan; and

B. the development agreement would promote the public health, safety, and general welfare.

Required Findings – Design Review: In order to grant design review approval for a project, the City Council must determine, in accordance with PMC section 18.36.220.B, that:

A. the structure conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;

B. the structure would be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;

C. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;

D. the structure is in harmony with proposed developments on land in the general area; and

E. the application conforms with the criteria set forth in any applicable City adopted Design Guidelines.

Required Finding – Tree Removal Permit: In order approve of a tree removal permit, the City Council must determine, in accordance with PMC section 18.84.850.E, that preservation of the protected trees would severely reduce the scale or feasibility of the development.

Environmental Review: The proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080). Pursuant to the provisions of the State CEQA Guidelines, an Initial Study was prepared for the Project. Based on the analysis in the study, the Planning Manager determined that potentially significant effects of the project could be lessened through specified mitigations, and subsequently, a draft Mitigated Negative Declaration (MND) was prepared. On April 11, 2018, a Notice of Intent to Adopt a Mitigated Negative Declaration was distributed to the public for a 20-day review, in accordance with CEQA Guidelines section 15105(b). Public distribution of the NOI consisted of delivery to the County Clerk's Office, posting on the City's website, and direct mailing to all interested parties and owners/occupants of the properties directly contiguous with the Project, in accordance with CEQA Guidelines section 15072. No comment letters were received prior to the close of the comment period.

Public Notice: On Friday, May 25, 2017, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.B, C and D, a "Notice of Public Hearing," for the June 4, 2018, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via

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

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Staff believes that the City Council can make the required findings to approve the proposed project. The staff recommended findings are provided as part of the proposed resolution and ordinance in Attachments 1 and 2. In particular, staff believes the proposed General Plan map amendment would be in the public interest, in that the proposed land use change would facilitate quality residential development, promote the reuse and revitalization of a dilapidated site, help the City maintain a compact urban form, and promote a diversity of housing types and densities near the Pittsburg Center BART Station. The development would also enhance the visual quality of the area and increase the number of residents within the area that naturally monitor the streetscape and one another, enhancing community safety.

The proposed rezoning would be consistent with the objectives, goals, and policies in the General Plan in that, among other reasons provided as part of the resolution, the project would: a) provide medium intensity, single-family residential near Downtown and in an area accessible to transit and services; b) expand Pittsburg's housing diversity by providing higher-density single-family development on smaller lots; c) promote the development and intensification of the Downtown commercial core as a neighborhood retail center by increasing the demand for retail and other amenities; d) encourage walking as a regular means of transportation due to the site's proximity to various amenities; e) provide a private pocket park that is centrally located and within reasonable walking distance of all homes in the subdivision; f) provide sound walls along the entire site perimeter and upper-floor windows with a sound transmission rating to mitigate noise along Central Avenue and the UPRR; and g) provide at least six single-family homes with ADUs that would allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners.

The design of the proposed subdivision and accompanying improvements would not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat, in that the project would comply with the mitigation measures identified in the Mitigated Negative Declaration. Furthermore, the design of the subdivision and type of improvements proposed would not cause serious public health problems. The project site was used by the Pepsi Bottling Company prior to 1990. The facility included a 1,000-gallon gasoline underground storage tank (UST) that was removed in 1986. According to the San Francisco Regional Water Quality Control Board's (RWQCB) case closure letter dated August 19, 2008, the required remedial activities have been completed and residual hydrocarbons beneath the site do not pose a significant risk to human health.

The proposed development agreement would promote the public health, safety, and general welfare in that it would require the developer to: a) pay fees to finance unmet local and regional traffic improvement needs; b) install a camera surveillance system in the area; c) install basic home security wiring in each dwelling unit; d) annex the project site into the

City's Lighting and Landscaping District; e) annex the site into the City's CFD 2007-1 for park maintenance; f) annex the site into the City's CFD 2016-1 for maintenance of off-site stormwater facilities; g) annex the site into the City's CFD 2005-1 for police and other emergency services; and h) annex the site into the City's CFD 2017-1 for fire facilities and fire safety and emergency services.

The proposed project would conform with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed house models would feature an attractive architectural design characterized by a mixture of hipped and gable-end roofs with high-quality, concrete tile roofing material; stucco siding with horizontal trim, corbels, and simulated stone veneer; and a mixture of single-hung and sliding glass windows with faux shutters, or decorative wrought iron railings. The proposed project would also provide an attractive outdoor environment for residents. At the intersection of Central Avenue and Liberty Court, the developer would install two entry signs; a variety of colorful, drought-tolerant landscaping; and a decorative, masonry sound wall with wall caps and simulated stone veneer at each wall pilaster. Residential front yards would feature drought-tolerant plants and blooming street trees that would provide seasonal color throughout the subdivision.

Lastly, the proposed project would substantially conform to the applicable DRDGs for single-family development if conditions are added requiring the developer to: a) provide enhanced window treatments on building elevations exposed to public view; b) extend architectural details around the sides of each building; c) provide decorative masonry walls with pilasters at intervals of 25 feet or less; d) provide decorative retaining walls between lots if they exceed two feet in height; e) provide screening for utility boxes, transformers, backflow preventers, meters, and junction boxes; f) provide, as part of the options package for homebuyers, an option offering pre-wiring for solar panels; and g) provide cool roofs for reduction of heat island effect, consistent with DRDG sections 1.a, 1.l, 2.b through 2.e, 2h, and 6.A.1 through 6.A.3.

ATTACHMENTS: 1. Proposed Resolution
1a. Exhibit A – Initial Study/Mitigated Negative Declaration
1b. Exhibit B – Mitigation Monitoring and Reporting Program
1c. Exhibit C – General Plan Map Amendment
1d. Exhibit D – Conditions of Approval
2. Proposed Ordinance
2a. Exhibit A – PD Plan
2b. Exhibit B – Development Agreement
3. Planning Commission Resolution No. 10099
4. Project Plans
5. Map of Surrounding Uses
6. Photos of Site and Surroundings
7. Applicable General Plan Goals and Policies
8. Development Design Review Guidelines
9. Public Hearing Notice

Report Prepared By: Hector J. Rojas, AICP, Senior Planner

Attachment 1

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, General Plan Map Amendment, Vesting Tentative Map, Design Review, and Tree Removal Permit for a 57-Unit, Single-Family Residential Subdivision at 350 Central Avenue, for "Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)."	)	RESOLUTION NO. 18-___

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, on February 22, 2017, Kevin English of Discovery Homes, Inc., filed Planning Application No. AP-17-1229, requesting approval of: 1) a General Plan map amendment changing the project site's land use designation from a combination of 'Service Commercial' and 'Low Density Residential' (1 to 7 d.u./ac) to 'Medium Density Residential' (7 to 14 d.u./ac); 2) a zoning map amendment rezoning the site from a combination of 'CS (Service Commercial) District' and 'RS-5 (Single-Family Residential) District' to 'PD (Planned Development) District'; 3) a vesting tentative map subdividing the 4.98-acre site into 57 lots for detached single-family homes; 4) a development agreement establishing the project's affordable housing and other obligations; 5) design review of architectural and landscape plans; and 6) a tree removal permit allowing the removal of five protected trees. The project site is located at 350 Central Avenue. Assessor's Parcel Nos. 086-160-009, -011, -012, and 086-151-001; and

WHEREAS, the proposed project is governed by the applicable goals and policies of the Pittsburg General Plan, the Pittsburg Municipal Code (PMC), and the City's adopted Design Review and Development Guidelines (DRDGs; Planning Commission Resolution No. 9864); and

WHEREAS, the proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080). Pursuant to the provisions of the State CEQA Guidelines, an Initial Study was prepared for the Project. Based on the analysis in the study, the Planning Manager determined that potentially significant effects of the project could be lessened through specified mitigations, and subsequently, a Mitigated Negative Declaration was prepared; and

WHEREAS, on April 11, 2018, a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was distributed to the public for a 20-day review, in accordance with CEQA Guidelines section 15105(b). Public distribution of the NOI consisted of delivery to the County Clerk's Office, posting on the City's website, and direct mailing to all

interested parties and owners/occupants of the properties directly contiguous with the Project, in accordance with CEQA Guidelines section 15072; and

WHEREAS, under Government Code section 65358, the City Council, upon recommendation of the Planning Commission, may amend the City's general plan, in whole or in part, if it finds that the amendment would be in the public interest. No more than four general plan amendments to each required element may be adopted within one calendar year. In this calendar year so far, the City Council has not adopted any amendments to the General Plan Land Use Element; and

WHEREAS, pursuant to PMC section 17.20.060(c), the City Council, upon recommendation of the Planning Commission, may approve a tentative map if it finds that: a) the proposed map is consistent with the general plan and any applicable specific plan, or other applicable provision of the PMC; b) the site is physically suitable for the type of development; c) the site is physically suitable for the proposed density of development; d) the design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat; e) the design of the subdivision or the proposed improvements will not cause serious health problems; and f) the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision; and

WHEREAS, pursuant to PMC section 18.36.230, the City Council, upon recommendation of the Planning Commission, may grant design review approval if it finds that: a) the structure conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality; b the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable; c) the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value; d) the structure is in harmony with proposed developments on land in the general area; and e) the application conforms with the criteria set forth in any applicable City adopted design guidelines; and

WHEREAS, pursuant to PMC section 18.84.850(e), the City Council may approve a tree removal permit if it finds that preservation of the protected trees would severely reduce the scale or feasibility of the proposed development; and

WHEREAS, on May 8, 2018, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10099, recommending approval of the requested mitigated negative declaration, General Plan map amendment, vesting tentative map, design review, and tree removal permit; and

WHEREAS, on or prior to Friday, May 25, 2018, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.B, C and D, a "Notice of Public Hearing," for the June 4, 2018, public hearing on this item was published in the

East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice; and

WHEREAS, on June 4, 2018, the City Council held a duly-noticed public hearing to: 1) introduce and waive further reading of an ordinance approving the proposed zoning map amendment and development agreement; and 2) adopt this resolution approving the proposed mitigated negative declaration, mitigation monitoring and reporting program, General Plan map amendment, vesting tentative map, design review, and tree removal permit, at which time oral and/or written testimony was considered.

Section 1. Authority

A. Article XI, Section 7 of the California Constitution confers on cities the authority to regulate land use within their jurisdictions under the police power and to make and enforce ordinances to protect the public health, safety and welfare. Aesthetic reasons alone justify exercise of the police power (Metromedia, Inc. vs. City of San Diego [1980] 264 C3d 848, 164 CR 510).

B. The general plan is the single most important planning document and represents the most comprehensive statement of the city's interests and welfare (Government Code section 65300; Citizens of Goleta Valley vs. Board of Supervisors [1990] 52 CA3d 553, 276 CR 410). In general, all land use decisions must be consistent with the general plan. Consistency exists between a city's land use action and the general plan when a city has officially adopted such a plan, and the various land uses approved are compatible with the objectives, policies, general land uses and programs specified in the plan (Lesher Communications, Inc. vs. City of Walnut Creek [1990] 52 C3d 531, 277 CR1).

C. The Subdivision Map Act (Government Code section 66410, et seq.) vests in cities the power to regulate and control the design and improvement of subdivisions within their boundaries (Government Code section 66411). "Improvement" is broadly defined to include any specific improvement or type of improvement, the installation of which is necessary to ensure consistency with the general plan (Government Code section 66419[b]).

D. A city may not approve a tentative map unless it finds that the proposed subdivision, together with the provisions of its design and improvement, is consistent with the general plan (Government Code section 66473.5).

Section 2. Findings

A. Based on the City Council staff report entitled, "Adoption of a Resolution and

Introduction and Waive First Reading of an Ordinance Approving the Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)" dated June 4, 2018, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

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

2. The Mitigated Negative Declaration for the project was prepared in compliance with Public Resources Code section 21000 et seq. and the City Council has independently reviewed and considered the information contained therein.

General Plan Map Amendment:

3. The proposed amendments to the General Plan are in the public interest, in that the proposed land use change will facilitate quality residential development, promote the reuse and revitalization of a dilapidated site, help the City maintain a compact urban form, and promote a diversity of housing types and densities near the Pittsburg Center BART Station. The development will also enhance the visual quality of the area and increase the number of residents within the area that naturally monitor the streetscape and one another, enhancing community safety.

Vesting Tentative Map:

4. The proposed vesting tentative subdivision map is consistent with the proposed General Plan, in that:

    a. The project will be developed on an infill site, thereby helping the City maintain a compact urban (Goal 2-G-1).

    b. The project will provide medium intensity single-family residential near the Downtown and in an area accessible to transit and services (Goal 2-G-4 and 3-G-3). The project site is within a half-mile distance of the Pittsburg Center BART Station and a quarter-mile of two bus stops located near the intersections of Railroad Avenue/Central Avenue and Harbor Street/Central Avenue (Tri Delta Transit Routes 381 and 387).

    c. The project will expand Pittsburg's housing diversity by providing higher-density single-family development on smaller lots ranging from approximately 2,000 to 4,200 square feet (Goal 2-G-5 and

Housing Goal G-1).

d. The project will utilize a Planned Development (PD) zoning, in part, to achieve a high-quality design outcome (Policy 2-P-5).

e. The project will provide an 11,724-square-foot pocket park as a community amenity within the planned development (Policy 2-P-6).

f. The project will pay its share of the costs for the construction of facilities needed to serve the development (Policy 3-P-1, 3-P-13, and 7-P-2). It will comply with conditions of approval requiring payment of the Facilities Reserve Charge, Local Traffic Mitigation Fee (LTMF), and Regional Transportation Development Impact Mitigation Fee (RT-DIM) in accordance with the Pittsburg Municipal Code.

g. The project will be built in an area where public facilities and infrastructure are already available (Policy 3-P-1).

h. The existing transportation system has adequate capacity to accommodate the proposed development (Policy 3-P-2). Residents of the proposed development will have multiple transportation options available to them as the site is located near BART, Tri-Delta Transit, and bicycle lanes.

i. The developer was not required to prepare a traffic impact study because the project is expected to generate under 100 net new peak hour trips (Policy 3-P-5).

j. The project will provide safe and contiguous routes for pedestrians and bicyclists (Policy 3-P-17, 7-P-34, and 7-P-40). There is an existing Class II bicycle lane along Central Avenue and the project will comply with conditions of approval requiring that the sidewalk along the Central Avenue frontage be replaced with a new ten-foot-wide pathway.

k. The project focuses higher-density residential on a site that has been designated as a Priority Development Area under the Metropolitan Transportation Commission and Association of Bay Area Government's FOCUS Program (Policy 3-P-18 and Housing Policy P-1.1 D).

l. The project will promote the development and intensification of the Downtown commercial core as neighborhood retail center by increasing the demand for retail and other amenities (Goal 5-G-2).

m. The project will encourage walking as a regular means of transportation due to the site's proximity to various amenities (Goal 7-G-15). The project site is within a half-mile distance of Marina Vista Elementary School, Pittsburg High School, City Park, John Buckley Square, the Pittsburg Center BART Station, and the Downtown commercial core.

n. The project will provide bicycle racks in each garage for secure bicycle parking (Policy 7-P-45).

o. The project will comply with the development agreement requiring the developer pay an In-Lieu Parkland Dedication Fee in accordance with PMC section 17.32.020.D.2 (Policy 8-P-1, 8-P-5, and 8-P-16).

p. The project will provide a private pocket park that is centrally located and within reasonable walking distance of all homes in the subdivision (Policy 8-P-2).

q. The developer was not encouraged to dedicate a public park because the proposed development includes less than 150 units (Policy 8-P-16).

r. The project will comply with mitigation measures and conditions of approval requiring implementation of a Storm Water Control Plan in compliance with the requirements set forth in the City's most current NPDES permit. Post construction BMPs will be installed throughout the subdivision and an Operations and Maintenance Agreement will be executed by the City and developer for the perpetual maintenance of those BMPs (Goal 9-G-7, Policy 9-P-22, Goal 10-G-8, Policy 10-P-24 and 10-P-30).

s. The project will equitably share the costs associated with providing water and wastewater services to the subdivision through payment of the Pittsburg Facilities Reserve Charge (Policy 11-P-7 and 11-P-18).

t. The project will provide sound walls along the entire site perimeter and will also comply with mitigation measures requiring upper-floor windows of residences adjacent to Central Avenue (homes on Lots 1-4 and 54-57) and the UPRR tracks (homes on Lots 24-23) to be upgraded to a Sound Transmission Class (STC) rating of 32. The proposed sound walls and upper-story windows will help ensure interior noise levels do not exceed 45 dB CNEL (Policy 12-P-6).

u. The project site being rezoned is vacant, underutilized, and

deemed appropriate for higher-density residential use given its proximity to schools, parks, transit, and commercial amenities (Housing Element Policy P-1.1 B).

v. The project will provide market-rate housing near Downtown and increase demand for economic activity in nearby shopping centers (Housing Policy P-1.2).

w. Pursuant to the proposed development agreement, the project will provide at least six single-family homes with accessory dwelling units that would allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners (Housing Policy P-1.5).

x. The project will help attain the City's Regional Housing Needs Allocation for moderate and above-moderate income households (Policy P-1.6).

y. The project will comply with conditions of approval requiring construction of quality home designs to ensure future residents will enjoy an attractive living environment (Housing Goal G-5 and Policy P-5.1).

5. The project site is physically suitable for the type of development proposed in that the site is flat, vacant, and surrounded by existing infrastructure, minimizing the amount of work and investment needed to extend utilities and services to the site.

6. The project site is physically suitable for the proposed density of development, in that the site is flat, vacant, and surrounded by existing, established development. Further, the site is located within one-half mile of the Pittsburg Center BART Station, and less than a quarter-mile from two existing bus routes, making it an appropriate location for a medium-density residential development, as defined by the City's General Plan.

7. The design of the proposed subdivision and accompanying improvements will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat, in that the project will comply with the mitigation measures identified in the Mitigated Negative Declaration.

8. The design of the subdivision and type of improvements proposed will not cause serious public health problems. The project site was used by the Pepsi Bottling Company prior to 1990. The facility included a 1,000-gallon gasoline underground storage tank (UST) that was removed in 1986. According to the San Francisco Regional Water Quality Control Board's

(RWQCB) case closure letter dated August 19, 2008, the required remedial activities have been completed and residual hydrocarbons beneath the site do not pose a significant risk to human health.

9. The design of the subdivision and type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision, in that there are no existing public access easements on the site. The proposed map does include a new public street that will connect the development to existing public roadways, and the new street will be of sufficient width to accommodate automobile and emergency vehicle access into and around the site.

Design Review:

10. The proposed The proposed project conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed house models feature an attractive architectural design characterized by a mixture of hipped and gable-end roofs with high-quality, concrete tile roofing material; stucco siding with horizontal trim, corbels, and simulated stone veneer; and a mixture of single-hung and sliding glass windows with faux shutters, or decorative wrought iron railings. The proposed project will also provide an attractive outdoor environment for residents. At the intersection of Central Avenue and Liberty Court, the developer will install two entry signs; a variety of colorful, drought-tolerant landscaping; and a decorative, masonry sound wall with wall caps and simulated stone veneer at each wall pilaster. Residential front yards will feature drought-tolerant plants and blooming street trees that will provide seasonal color throughout the subdivision.

11. The proposed project will be protected against exterior and interior noise, vibrations and other factors which may tend to make the environment less desirable, in that the project will be built to standard building codes that dictate maximum noise levels for the interiors of residential units.

12. The exterior design of the proposed project is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value. Rather, the proposed project will enhance the neighborhood's appearance and value, in that it will result in a highly attractive environment utilizing a variety of compatible house and front yard landscape designs. The Liberty Residential Subdivision will add value to the community by attracting additional residential and commercial investment in the area.

13. The proposed project is in harmony with proposed developments on land

in the general area, in that there are no proposed developments in the immediate vicinity of the project site.

14. The proposed project will substantially conform to the applicable DRDG for single-family development if conditions are added requiring the developer to: a) provide enhanced window treatments on building elevations exposed to public view; b) extend architectural details around the sides of each building; c) provide decorative masonry walls with pilasters at intervals of 25 feet or less; d) provide decorative retaining walls between lots if they exceed two feet in height; e) provide screening for utility boxes, transformers, backflow preventers, meters, and junction boxes; f) provide, as part of the options package for homebuyers, an option offering pre-wiring for solar panels; and g) provide cool roofs for reduction of heat island effect, consistent with DRDG sections 1.a, 1.l, 2.b through 2.e, 2h, and 6.A.1 through 6.A.3.

Tree Removal Permit:

15. The preservation of the five protected palm trees will reduce the feasibility of the proposed development, in that the palms are in areas that would be affected by grading and construction activities. Furthermore, the trees are not considered part of an important grove, do not have historical value, and do not contribute to the character of the site and the neighborhood.

B. The City Council Staff Report entitled, “Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving the Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP),” dated June 4, 2018 is referenced hereto as additional support for findings.

Section 3. Decision

Based on the findings and the authority set forth above, the City Council hereby takes the following actions:

A. Approves the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program contained in Exhibits A and B of this resolution;

B. Amends General Plan Figure 2-2 (Land Use Diagram) to change the land use designation of the project site, from a combination of ‘Service Commercial’ and ‘Low Density Residential’ to ‘Medium Density Residential’ as substantially presented in Exhibit C of this resolution;

C. Modifies other Land Use Element tables and charts as necessary to reflect the change in land use acreages and maintain internal consistency with the General Plan document;

D. Approves Vesting Tentative Map 9453 subdividing the project site into 57 lots for detached single-family homes, subject to the conditions as substantially presented in Exhibit D of this resolution;

E. Approves design review of the accompanying architectural and landscape plans, subject to the conditions as substantially presented in Exhibit D of this resolution; and

F. Approves a tree removal permit allowing the removal of five protected trees located at the project site.

Section 4. The Improvements are Reasonably Necessary to Meet the Needs of the Public Arising as a Result of the Subdivision

An improvement imposed as a condition of approval of a tentative map is valid to the extent that it is not excessive. An improvement is not considered excessive if it is reasonably necessary to meet public needs arising as a result of the subdivision. (Government Code section 66465.4 (a), (b).) As an additional finding, the City Council hereby finds that the improvements and requirements described in section 3, above, are reasonably necessary to meet the needs of the public arising as a result of the Liberty Residential Development, as further described in sections 2, 3, and 4 of this resolution.

Section 5. Effective Date

This resolution shall take effect immediately upon its adoption.

Section 7. Adoption

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of June 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dwaine "Pete" Longmire, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

City of Pittsburg

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

FILED
APR 11 2018
J.E. CANCIAMILLA COUNTY CLERK
CONTRA COSTA COUNTY
BY _____ DEPUTY

County Clerk Please Stamp Here

NOTICE OF INTENT TO CONSIDER ADOPTION OF A MITIGATED NEGATIVE DECLARATION

Project Name: **Liberty Residential Subdivision**
Application No(s).: **AP-17-1229 (GP, PUD, SUBD, DR, DA)**
Date: **April 11, 2018**

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

1. Project Proponent: Kevin English on behalf of Discovery Builders, Inc., 4061 Port Chicago Highway, Suite H, Concord, CA 94520

2. Project Description: Discovery Builders, Inc. proposes to construct a 57-unit, single-family development on a 4.98-acre infill site. The requested approvals include: 1) a General Plan map amendment to change the site's land use designation to 'Medium Density Residential'; 2) a zoning map amendment to rezone the site to 'Planned Development District (PD)'; 3) a development agreement; 4) a vesting tentative map to subdivide the property; and 5) design review of landscape and architectural plans.

3. Project Location: The project site is located at 350 Central Avenue in the CS (Service Commercial) and RS-5 (Single-Family Residential) districts. Assessor's Parcel Nos. 086-160-009, -011, -012, and 086-151-001.

4. Findings: The Initial Study prepared for the project identified potentially significant impacts in the following categories: Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Hydrology and Water Quality, Noise, Public Services, and Transportation/Traffic. Mitigation measures have been identified to reduce each of the potentially significant impacts to a less-than-significant level.

   All other impacts in the categories of Agriculture and Forest Resources, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Land Use Planning, Mineral Resources, Population and Housing, Recreation, and Utilities/Service Systems. were found to be less than significant. Based on the Initial Study, the Planning Manager has determined that preparation of a Mitigated Negative Declaration is appropriate for the project described above.

6. Initial Study: The Initial Study/Mitigated Negative Declaration (IS/MND) and project plans may be reviewed during normal business hours at the City of Pittsburg Planning Division, located at 65 Civic Avenue, Pittsburg, CA 94565, or on the City's website via the Environmental Review page at http://www.ci.pittsburg.ca.us/index.aspx?page=217. Background and reference materials related to the IS/MND can be reviewed upon request to the City of Pittsburg Planning Division.

7. Public Review: The 20-day public review and comment period for this environmental determination will begin on Wednesday, April 11, 2018. Anyone who wishes to comment on the findings of this environmental analysis must submit these comments in writing to Hector J. Rojas, AICP, Senior Planner at the address noted above, by email to hrojas@ci.pittsburg.ca.us, or by fax to (925) 252-4043. **Comments must be received by 5:00 p.m. on Tuesday, May 1, 2018**.

8. Notice of Intent to Adopt a Mitigated Negative Declaration: Notice is hereby given that the Pittsburg Planning Commission is tentatively scheduled to consider a recommendation on the project to the City Council at a public hearing scheduled for May 8, 2018, at 7:00 p.m., in the third floor Council Chamber at 65 Civic Avenue in Pittsburg.

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

Kristin Pollot, AICP
Planning Manager

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND)

Liberty Residential Subdivision

Prepared by:
City of Pittsburg | Planning Division
65 Civic Avenue
Pittsburg, CA. 94565

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INTRODUCTION:

The City of Pittsburg prepared this Initial Study/Mitigated Negative Declaration (IS/MND) to evaluate the potential environmental impacts of the Liberty Residential Subdivision Project. The proposed project site is located on 4.98 acres of land within the City of Pittsburg at 350 Central Avenue.

The parcels are identified as Assessor's Parcel Numbers (APNs) 086-160-009, -011, -012, and 086-151-001. In addition to this IS/MND, consideration of the following discretionary actions by the City is required for the proposed project:

- General Plan Amendment
- Rezoning
- Vesting Tentative Map
- Design Review
- Development Agreement
- Tree Removal Permit

This IS/MND identifies potentially significant environmental impacts for the following environmental areas:

- Aesthetics;
- Air Quality;
- Biological Resources;
- Cultural Resources;
- Geology and Soils;
- Hydrology and Water Quality;
- Noise;
- Public Services;
- Transportation/Traffic; and
- Utilities/Service Systems.

The environmental analysis determined that measures are available to mitigate potential adverse impacts to less than significant levels. As a result, this document serves as a mitigated negative declaration, pursuant to Public Resources Code Sections 21064.5 and 21080(c) and Article 6 of the California Environmental Quality Act (CEQA) Guidelines.

All the technical reports and modeling results prepared for the project analysis are available upon request at the City of Pittsburg Planning Division, located at 65 Civic Avenue, Pittsburg, California, 94565.

GENERAL INFORMATION:

1. **Project Title and File Number:**

   Liberty Residential Subdivision, AP-17-1229 (GP, PUD, SUBD, DR, PPR, DA)

2. **Lead Agency:**

   City of Pittsburg
   65 Civic Avenue
   Pittsburg, CA 94565
   Tel: (925) 252-4920

3. **Contact Person:**

   Hector Rojas, AICP, Senior Planner
   Tel: (925) 252-4043
   Email: hrojas@ci.pittsburg.ca.us

4. **Project Location:**

   350 Central Avenue, Pittsburg, Contra Costa County, California, 94565

5. **Project Applicant:**

   Kevin English
   Discovery Builders, Inc.,
   4061 Port Chicago Highway, Suite H
   Concord, California 94520

6. **General Plan Designation (Existing):**

   Service Commercial and Low Density Residential

7. **Zoning (Existing):**

   Service Commercial (CS) and Single-Family Residential (RS-5)

PROJECT DESCRIPTION:

Discovery Builders, Inc. (Applicant) proposes to construct a 57-unit, single-family development (Project) in the City of Pittsburg (City) on a 4.98-acre undeveloped lot located along the south side of Central Avenue, between Railroad Lane and Isabel Court. The entire Project site was previously developed with urban uses including a car wash and beverage bottling facility.

In order to construct this development, the Applicant requests City Council approval of the following:

1. a General Plan map amendment to change the site's land use designation from a combination of 'Service Commercial' and 'Low Density Residential' (1 to 7 d.u./ac) to 'Medium Density Residential' (7 to 14 d.u./ac);

2. a zoning map amendment to rezone the site from a combination of 'Service Commercial District (CS)' and 'Single-Family Residential District (RS-5)' to 'Planned Development District (PD)';

3. a vesting tentative map to subdivide the 4.98-acre site into 57 lots for detached single-family homes;

4. design review of landscape and architectural plans; and

5. a development agreement; and

6. an affordable housing agreement.

Lot sizes are proposed to range from 2,016 to 4,126 square feet, yielding a density of approximately 11.45 units per gross acre. The subdivision would utilize a single, 36-foot-wide street for public access from Central Avenue at the intersection of Moose Way. This street would feed six motor courts, each with six to nine homes. In addition to the motor courts, an 11,724 square-foot park is located at the southeast corner of the site. Along Central Avenue, the applicant would widen the existing sidewalk to 10 feet and install a landscape area in front of an eight-foot-tall masonry wall that would separate Central Avenue from adjacent rear yards. Masonry walls would also be installed along the eastern, southern, and western property boundaries. None of the houses would face Central Avenue.

The submitted architectural plans include four, two-story house models with three exterior designs each and twelve total color schemes. The house model designs are characterized by a mixture of hipped and gable-end roofs with concrete tile roofing material; stucco siding and simulated stone veneer or horizontal lap siding; and windows with faux shutters, wrought iron railings, or window planter boxes. The

proposed house models range from 1,846 to 2,477 square feet in total living area. Each model features a two-car garage with two wall-mounted bike racks, four bedrooms, two and one-half bathrooms (including a master bath and walk-in closet), a family or 'great' room, a 'nook' or dining room, a kitchen with appliances, and a laundry room.

To meet the affordable housing obligation for the project, the developer intends to enter into a development agreement that would require the construction of six houses with attached, income-restricted, accessory dwelling units. The accessory units would be incorporated into the Plan 2 (2477) house model. They would include a living room/bedroom, kitchenette, and bathroom for an approximate living area of 234 square feet. Homeowners would have the option of using the accessory units to house their extended families or leasing them to other tenants at an affordable rent to be defined in the development agreement.

SITE DESCRIPTION AND SURROUNDING LAND USES:

The Project site includes 4.98 acres of undeveloped, flat land located along the south side of Central Avenue, between Railroad Lane and Isabel Court. The parcels are identified as Assessor's Parcel Numbers (APNs) 086-160-009, -011, -012, and 086-151-001. The site has just over 500 feet of frontage on Central Avenue. While a majority of the site consists of weeds and seasonal grasses, there is an approximately 0.25-acre area covered with gravel and an approximately 0.50-acre area covered with old cracked concrete at the former site of a self-service car wash.

The Project site is bounded by the Union Pacific Railroad (UPRR) tracks to the south, with a single-family residential neighborhood just beyond the UPRR tracks; Central Avenue to the north with several commercial establishments beyond, including Ramar Foods International and the Filipino-American Cultural Center; a religious assembly facility to the east with a single-family residential neighborhood beyond; and a religious assembly facility to the west established in the former Vogue Theatre.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project. Check marks are indicated by the following symbol: ☑

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

DETERMINATION:

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 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.

☐ 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: Christine Gregory, Contract Planner

Signature (Hector Rojas for Christine Gregory) — Date: 4/11/18

Reviewed By: Kristin Pollot, AICP, Planning Manager

Signature — Date: 4/11/18

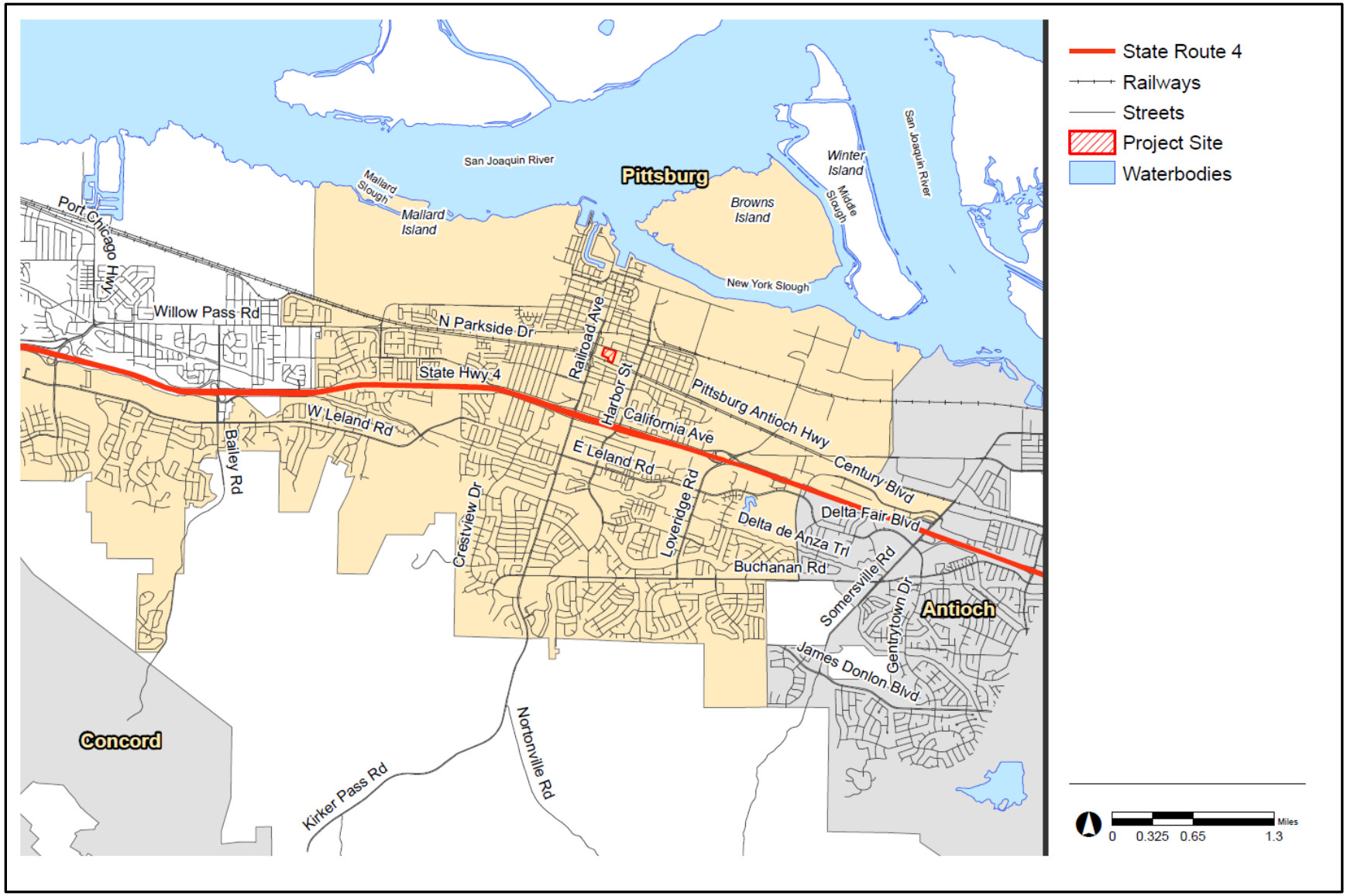

Figure 1 Location Map

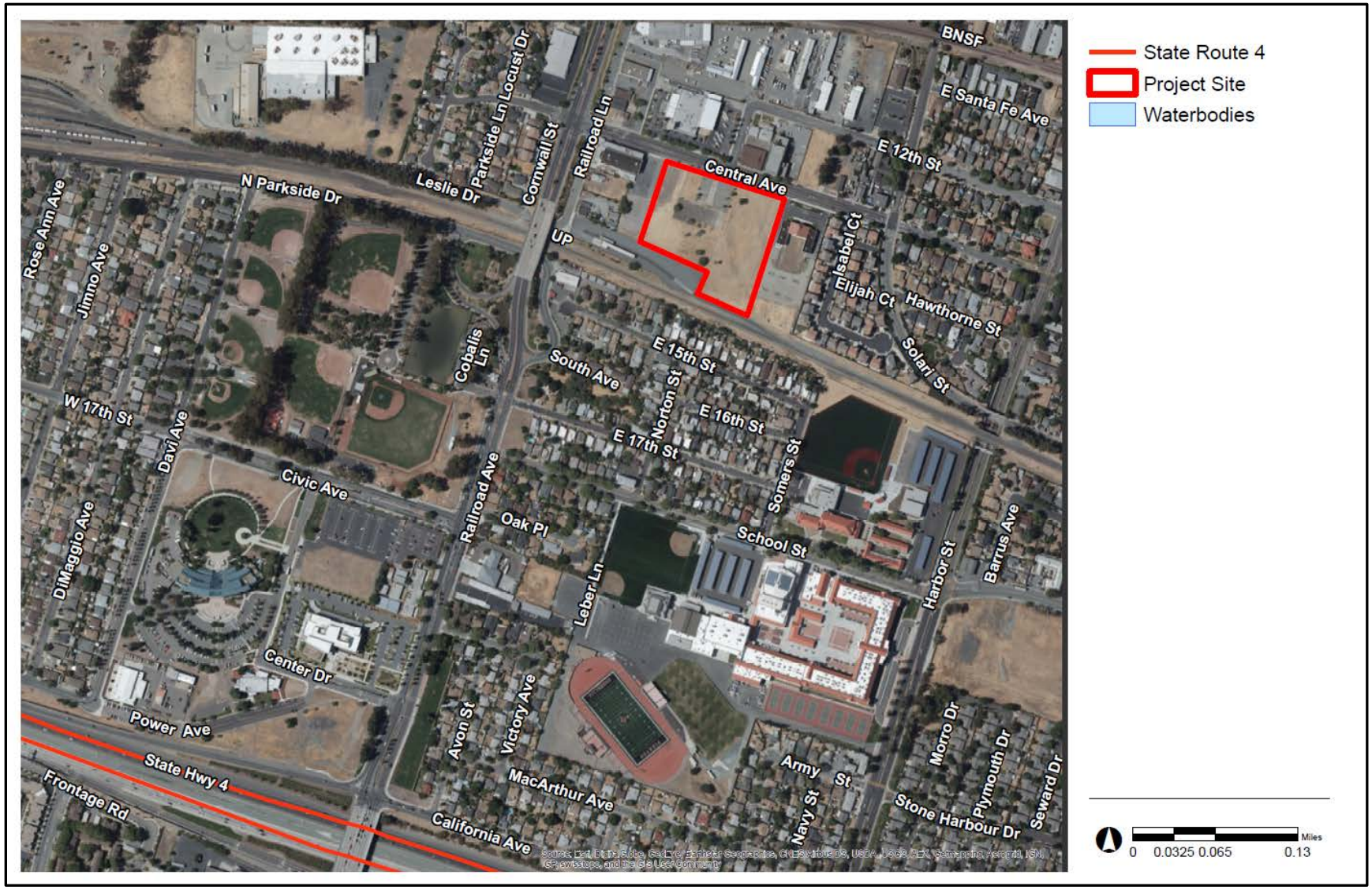

Figure 2 Aerial Map

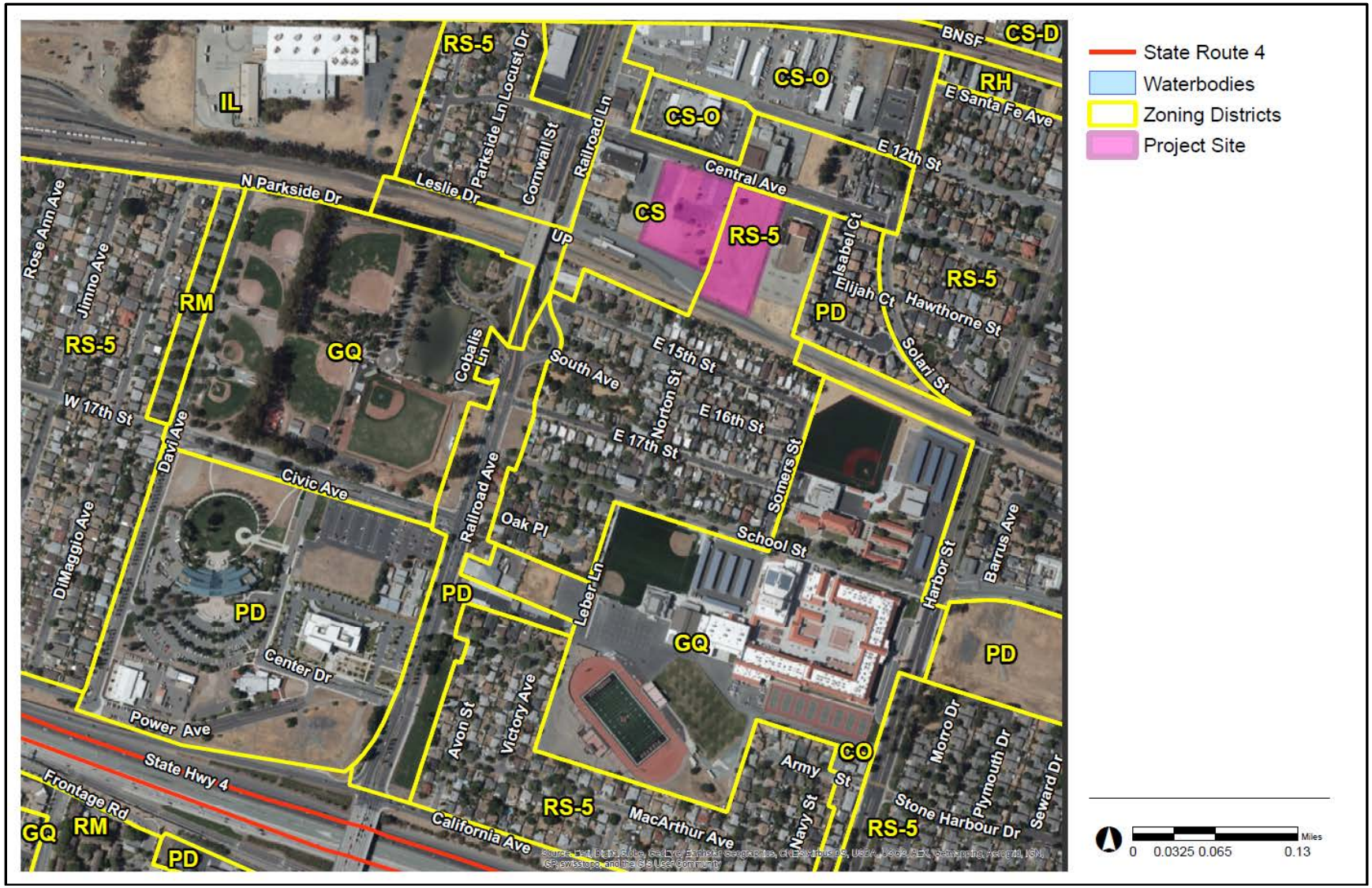

Figure 3 Existing Zoning

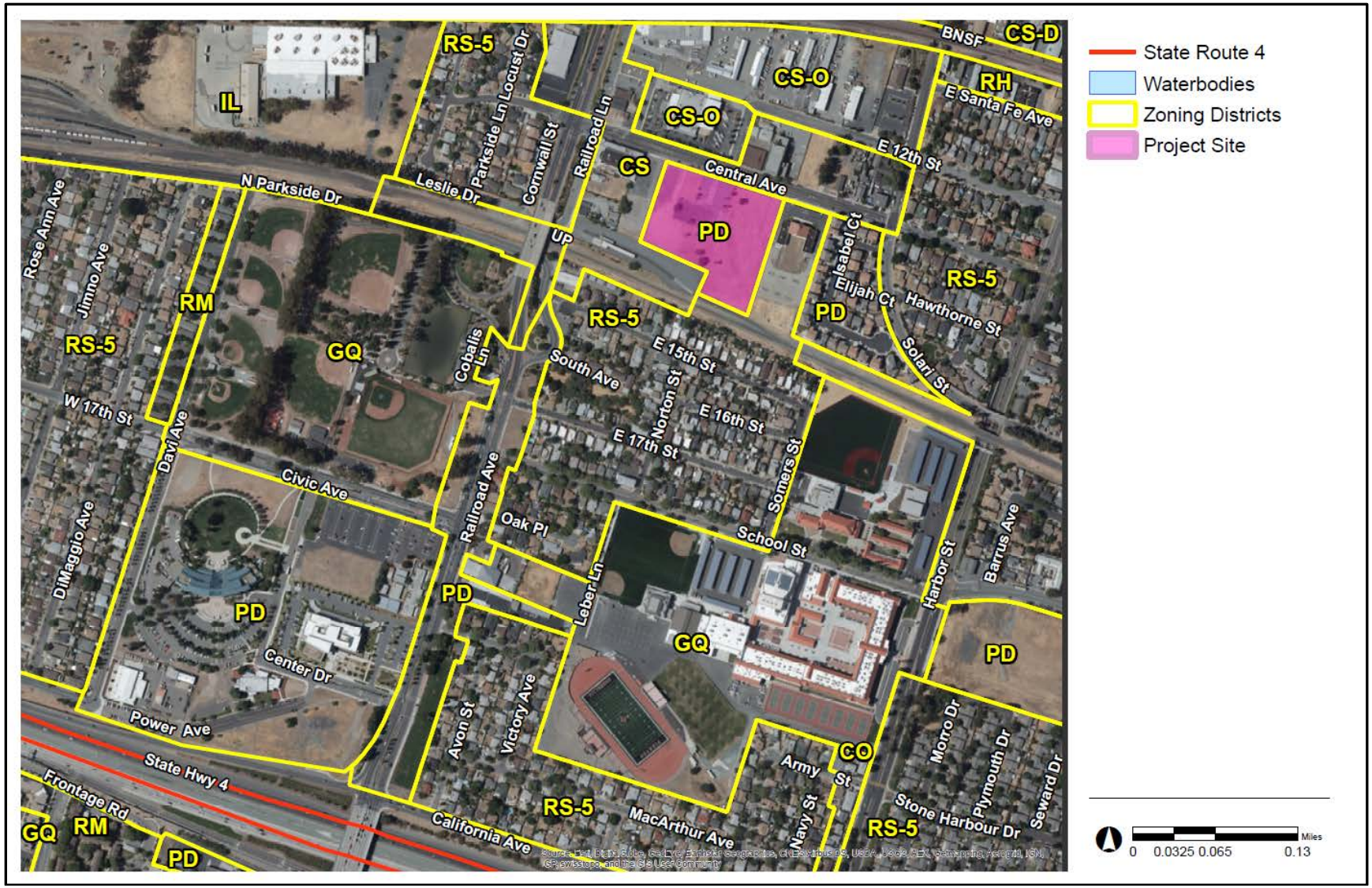

Figure 4 Proposed Zoning

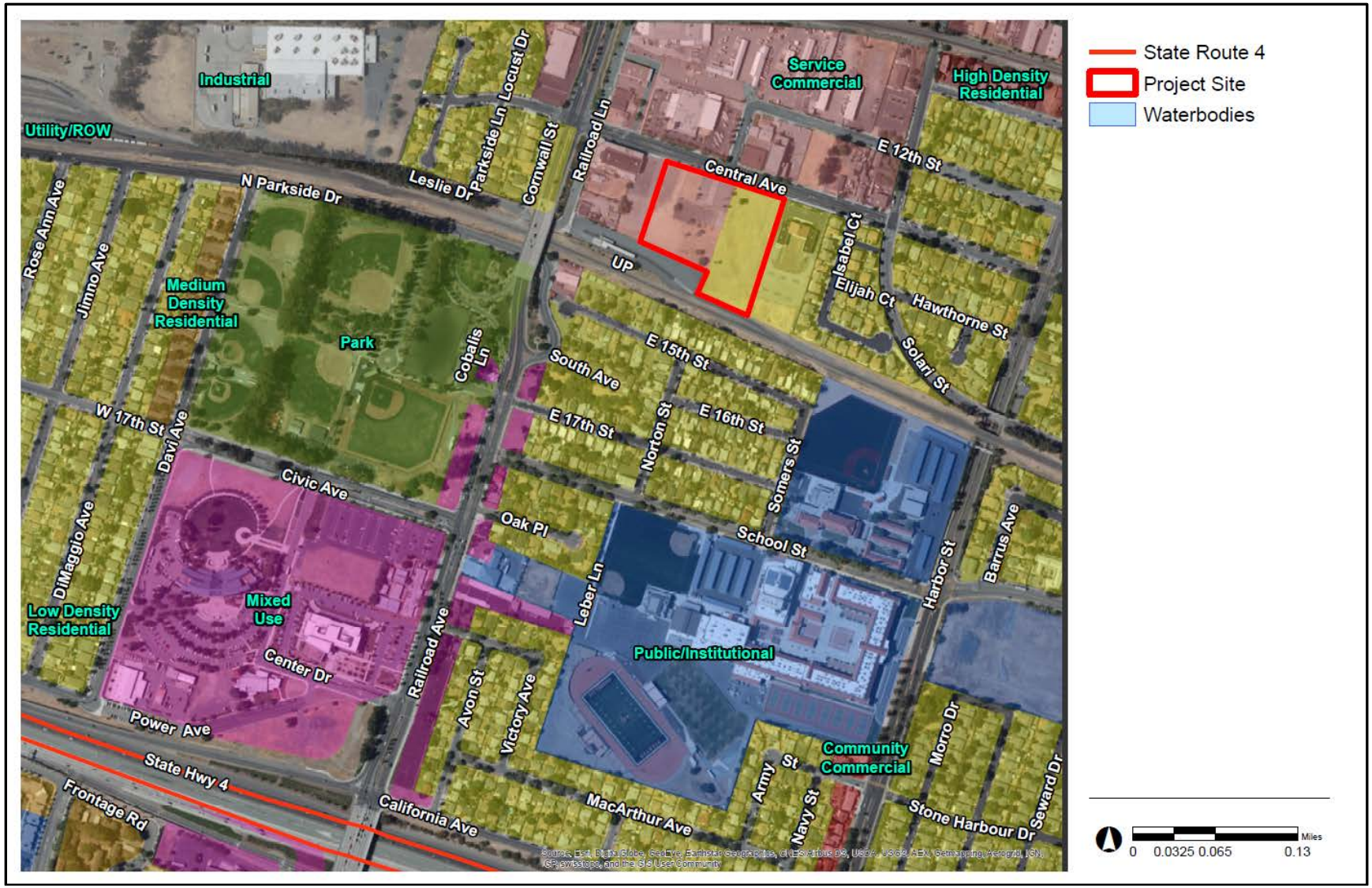

Figure 5 Current General Plan Land Use Designations

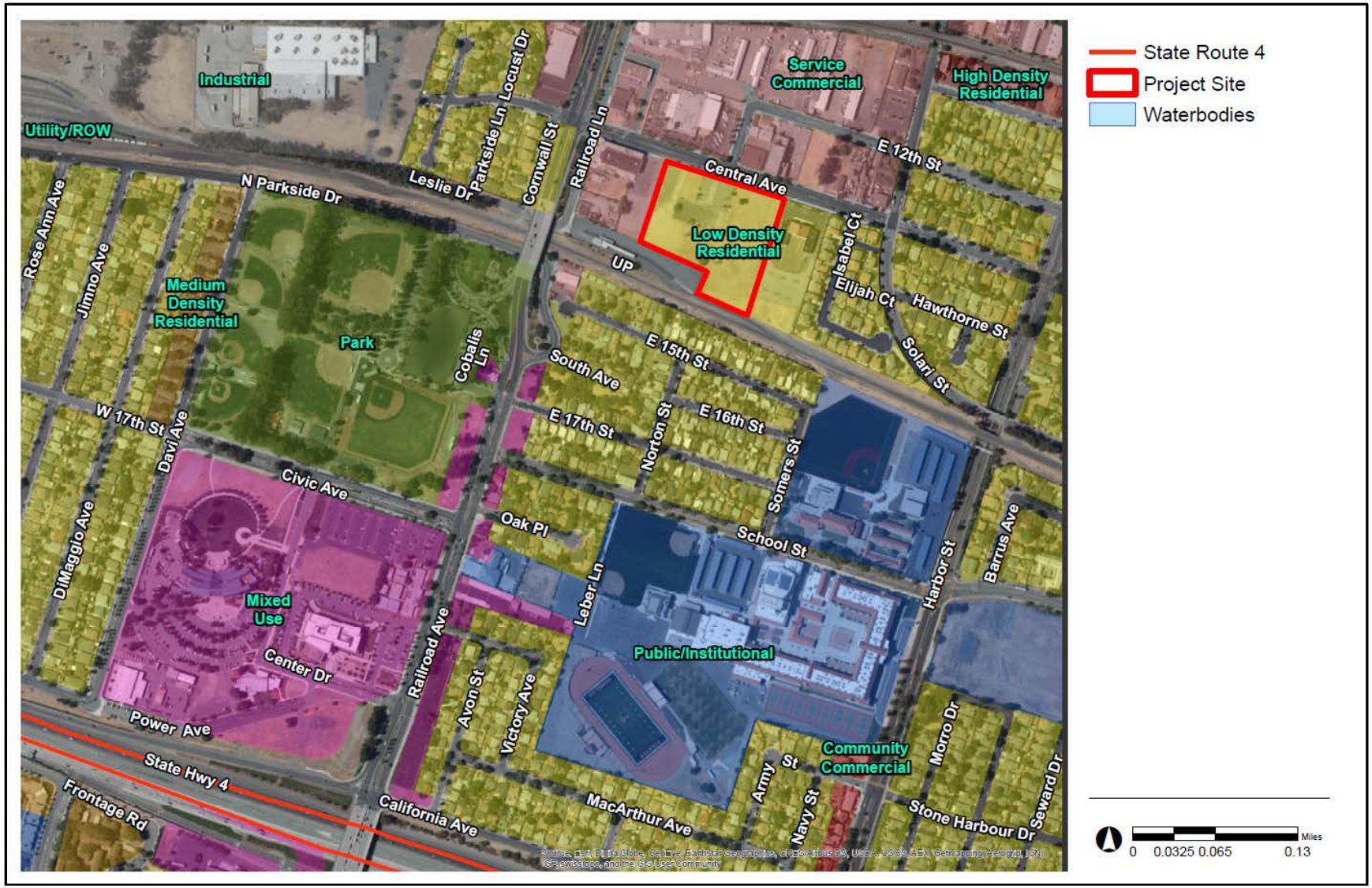

Figure 6 Proposed General Plan Land Use Designation

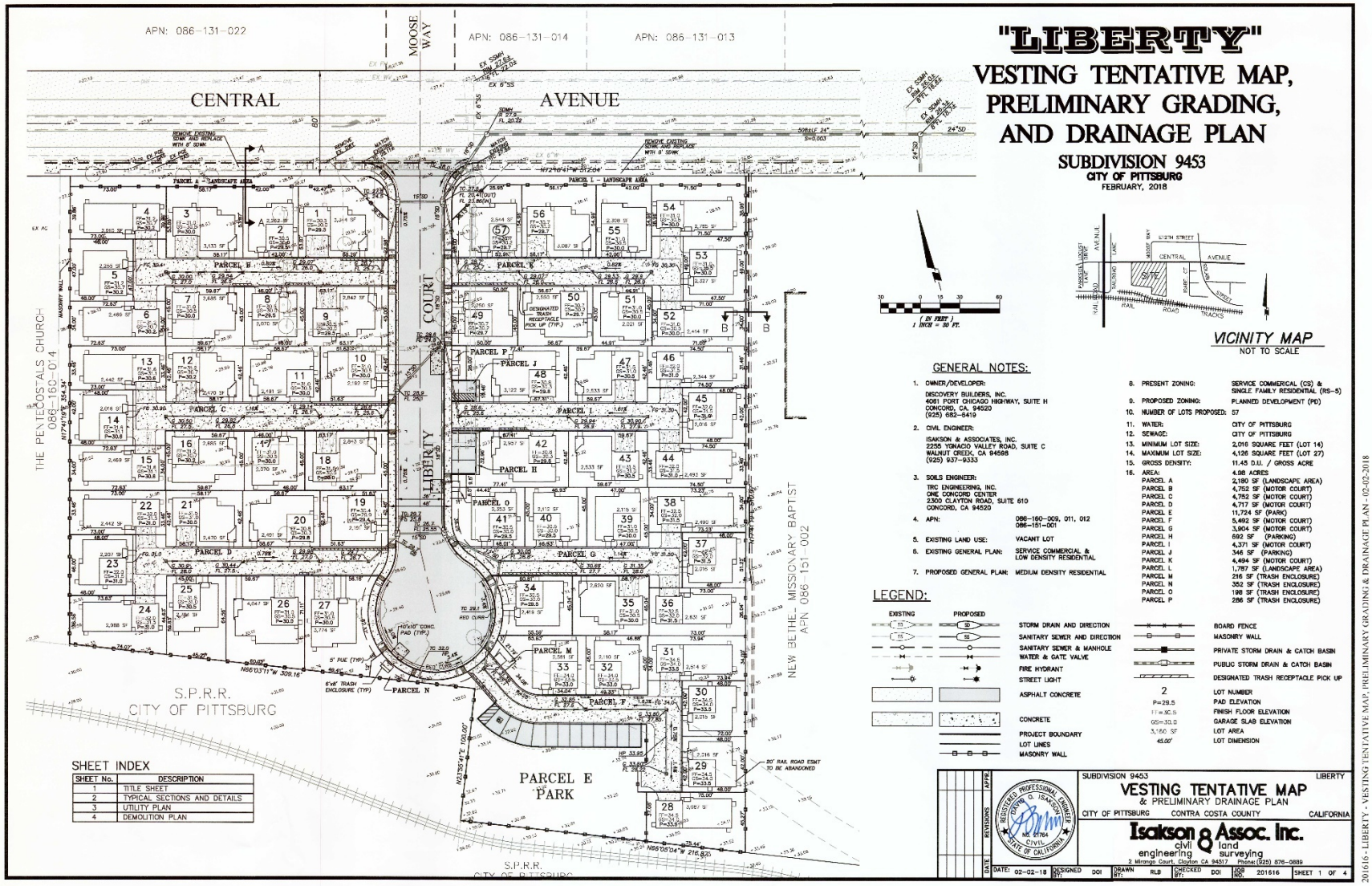

Figure 7 Vesting Tentative Map

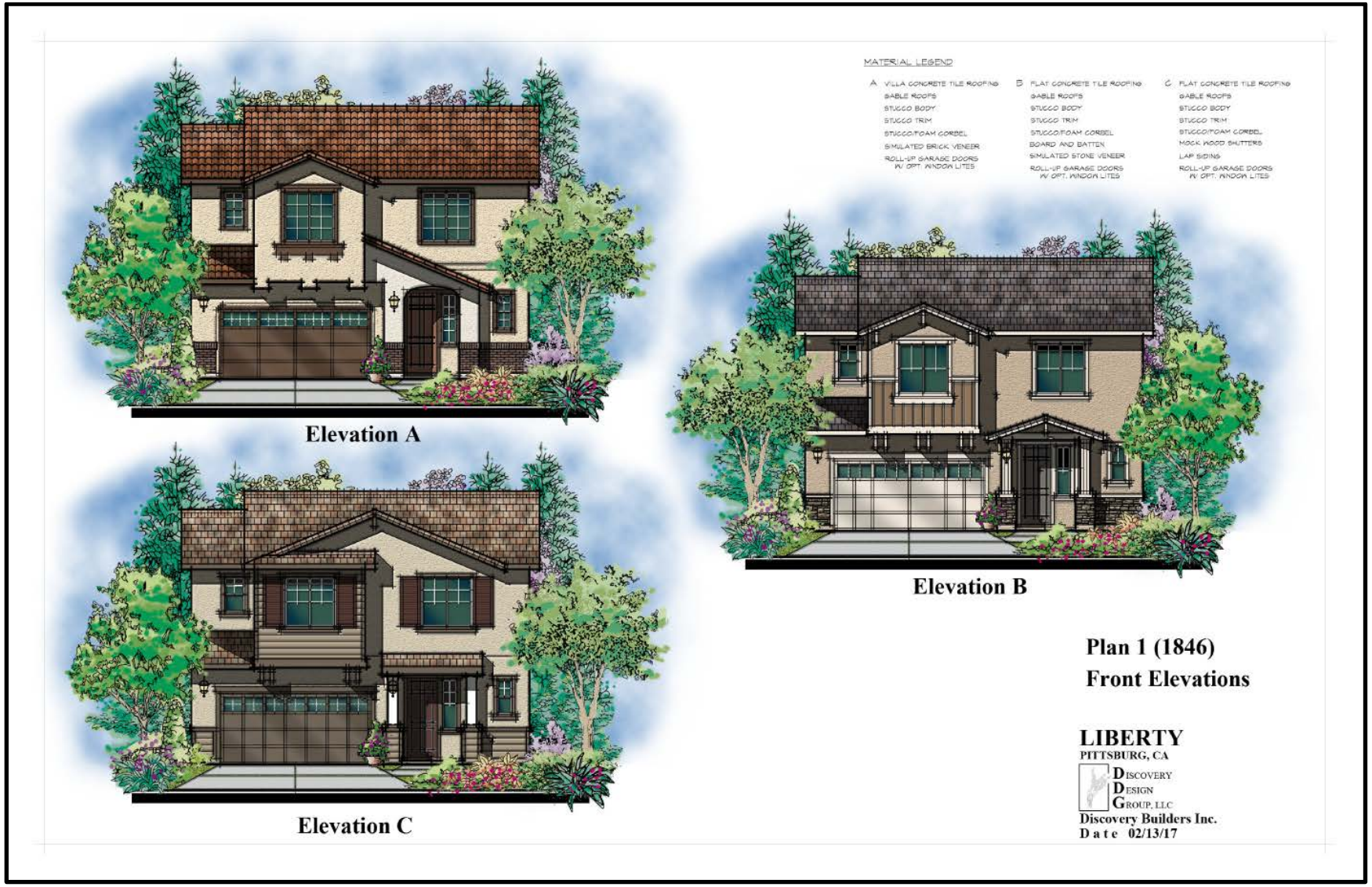

Figure 8 Sample Home Elevations

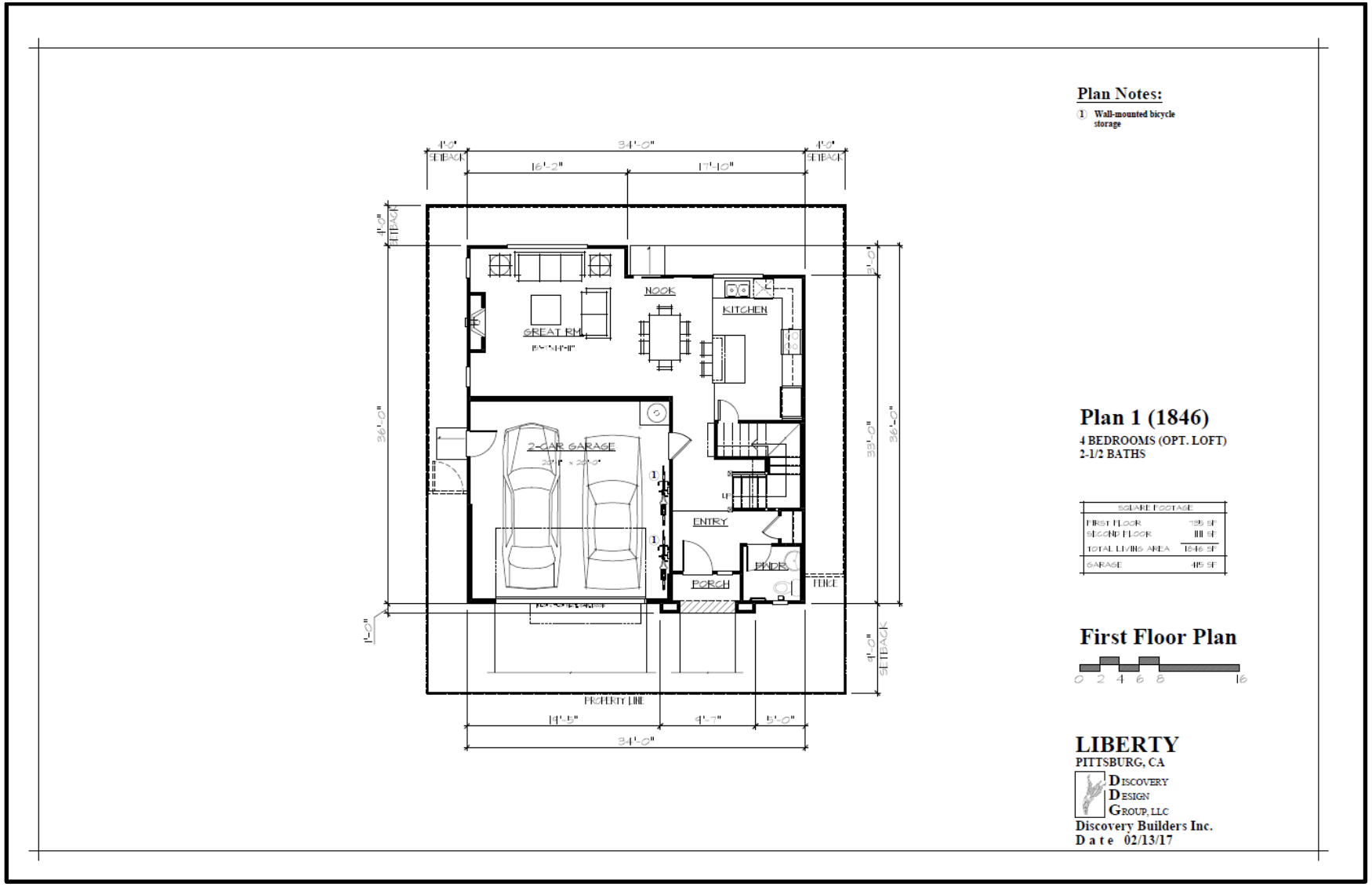

Figure 9 Sample Home Floor Plan (First Floor)

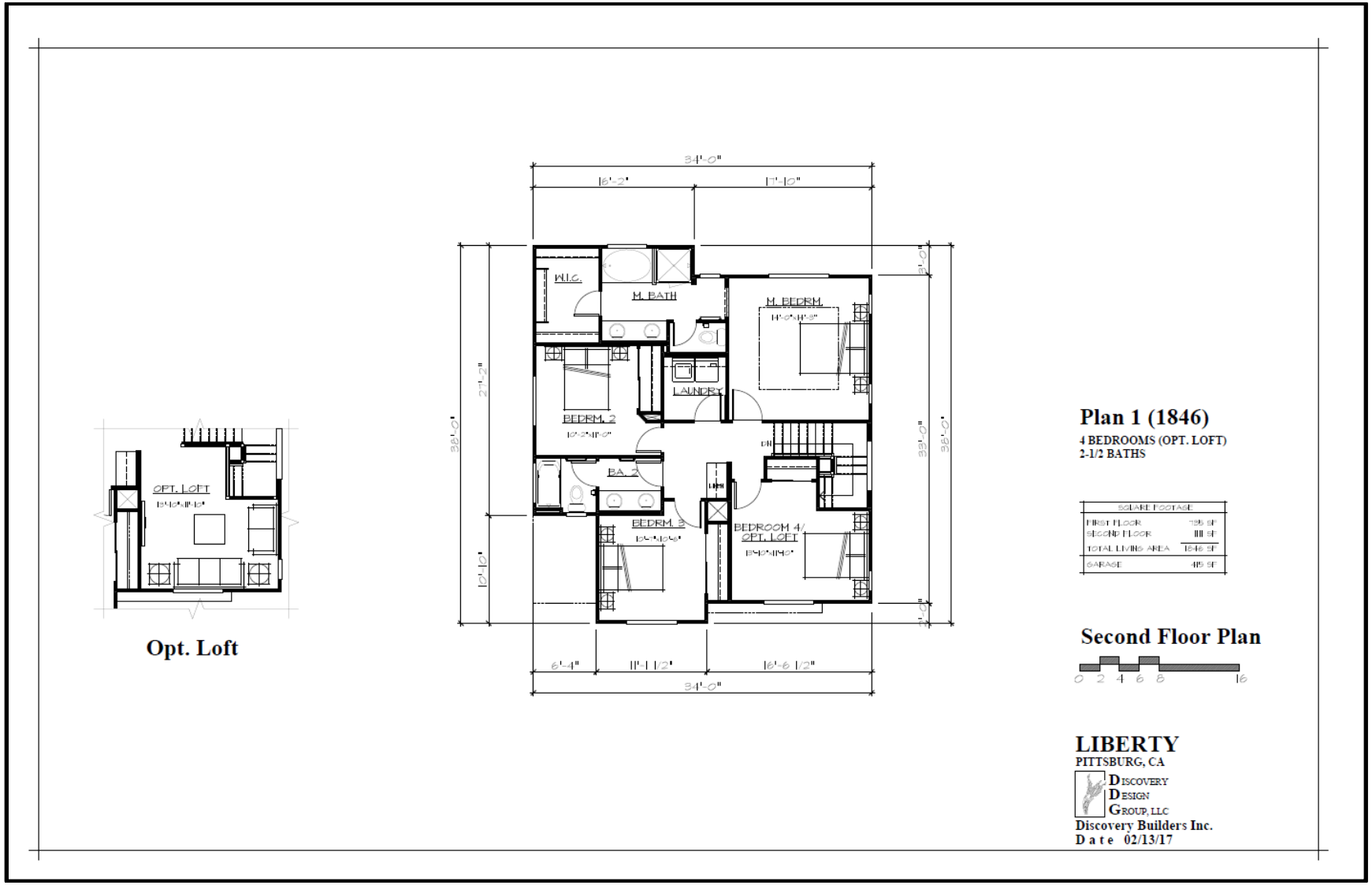

Figure 10 Sample Home Floor Plan (Second Floor)

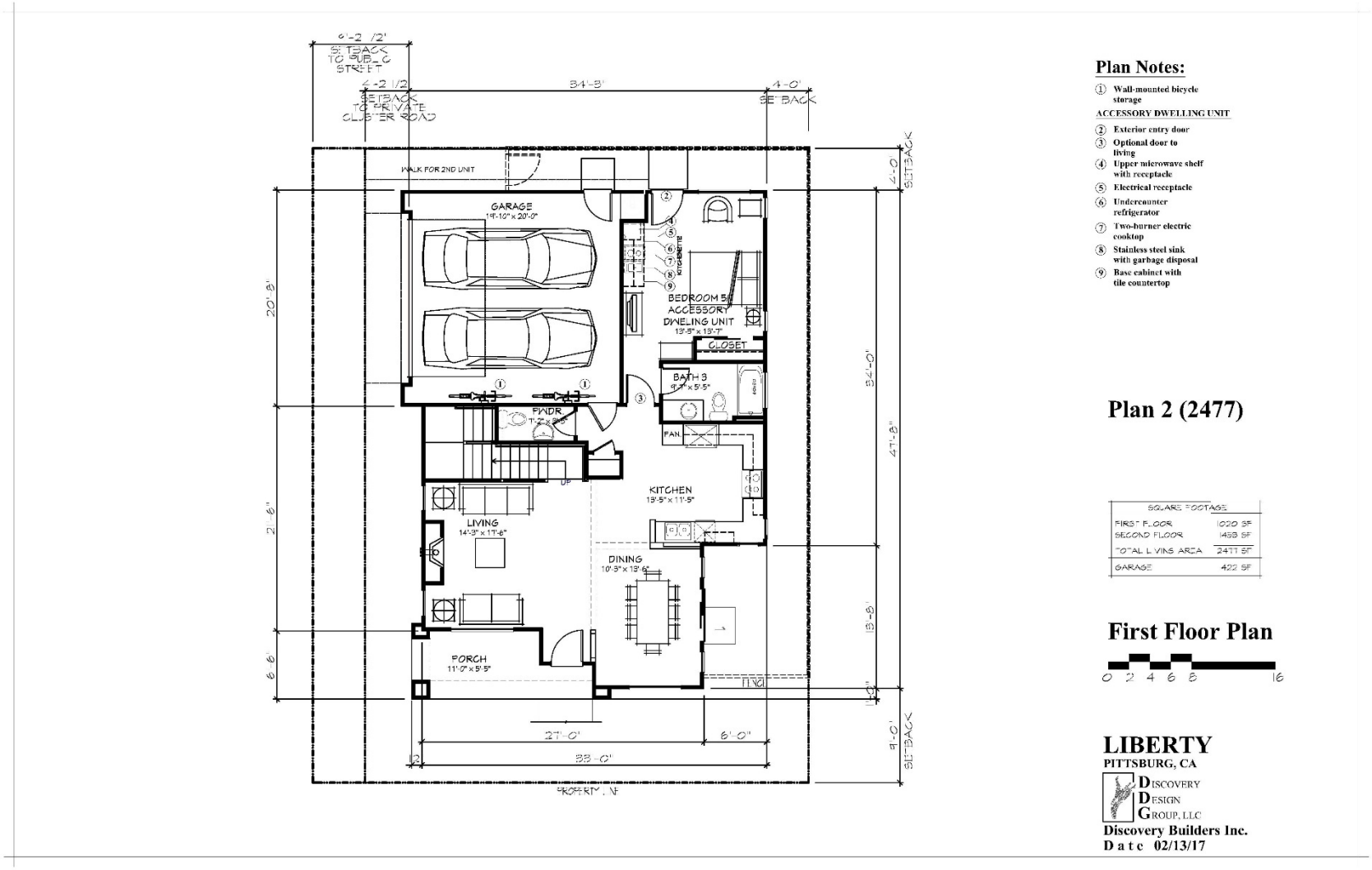

Figure 11 Sample Home Floor Plan with Accessory Unit (First Floor)

EVALUATION OF ENVIRONMENTAL IMPACTS

1. Aesthetics:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project have a substantial adverse effect on a scenic vista?	☐	☐	☐	☑

No Impact. A scenic vista is generally defined as a viewing point that provides expansive views of a highly valued landscape available to the general public. The two highly valued landscapes within Pittsburg are the rolling, grassy hills to the south and the Suisun Bay/Sacramento River Delta to the north (City of Pittsburg General Plan (General Plan) [1] page 4-2). The Project site is not identified as a viewing point for any of these landscapes (General Plan, Figure 4-1, page 4-3).

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☑

No Impact. Within Contra Costa County, the State only recognizes State Route 24 between the cities of Berkeley and Walnut Creek and Interstate 680 between Dublin and Walnut Creek as scenic highways. The Project site is located more than 13 miles north of Walnut Creek and is therefore not visible from these highways. (State Scenic Highway Mapping System, accessed September 12, 2017).[27]

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☑

No Impact. The proposed Project could improve the neighborhood's appearance by developing a couple of unattractive, vacant and underutilized properties covered by weeds, other non-native plants and trees, and remnants from past development. The addition of street improvements and landscaping would create a visually pleasing development.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☑	☐	☐

Less Than Significant with Mitigation. The proposed Project would introduce new sources of outdoor lighting which could adversely affect nighttime views by increasing the amount of glare, sky glow, and light trespass in the neighborhood.

<u>Impacts and Mitigation Measures:</u>

- **Impact AE-1:** The proposed Project would introduce new sources of exterior light which could adversely affect nighttime views by increasing the amount of glare, skyglow, light trespass, and light clutter in the neighborhood.

- **Mitigation Measure AE-1:** The design of the street lights shall be down-focused and indicated on the final development plan to be submitted. A street light plan shall be submitted to the City for review and approval prior to approval of the Project's improvement plans.

2. Agriculture and Forest Resources:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project 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?	☐	☐	☐	☑

No Impact. The proposed Project would be constructed on land designated in the California Farmland Mapping and Monitoring Program as Urban and Built-up Land. No Prime Farmland, Unique Farmland, or Farmland of Statewide Importance would be converted to non-agricultural use with the construction of the proposed residential development. (Farmland Mapping and Monitoring Program website, accessed September 12, 2017) [34]

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☑

No Impact. The proposed Project would be constructed on land not subject to a Williamson Act contract. (Williamson Act Program website, accessed September 12, 2017) [36] The existing zoning of the property is CS and RS-5, with a General Plan land use designation of Service Commercial and Low Density Residential, both of which allow residential development pursuant to PMC section 18.52.005 and 18.50.005, respectively. Neither the zoning nor General Plan land use designations are identified for agricultural land use purposes.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)) or timberland (as defined in Public Resources Code section 4526)?	☐	☐	☐	☑

No Impact. As forests are not a prominent land cover type in the City and timber production is not one of the City's local industries, the City does not have a zoning district exclusively dedicated to forest or timberland. However, the City's zoning ordinance does include the Open Space District that fosters agricultural land use, including crop production and grazing. The Project site is not located within an area designated as Open Space. The existing zoning of the property is CS and RS-5, which are intended to support development rather than forestry. (General Plan, Figures 2-2 and 9-1) [1]

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☑

No Impact. Properties located within the City's urban limit line are not considered forest lands. The existing zoning of the property is CS and RS-5, which are intended to support development rather than forestry. (General Plan, Figures 2-2 and 9-1) [1]

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☑

No Impact. The site is not located within an area designated as farming, agricultural, or forest lands. The Project site is currently zoned commercial and residential development (CS and RS-5, respectively).

3. Air Quality:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☑	☐

Less Than Significant Impact. The City of Pittsburg is located in the San Francisco Bay Area Air Basin (SFBAAB), which is under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD), who regulates air quality in the San Francisco Bay Area. The SFBAAB area is currently designated as a 'nonattainment area' for the State and federal ozone, State and federal particulate matter 2.5 microns in diameter (PM2.5), and State particulate matter 10 microns in diameter (PM10) standards. The SFBAAB is designated 'attainment' or 'unclassified' for all other ambient air quality standards (AAQS). It should be noted that on January 9, 2013, the U.S. Environmental Protection Agency (EPA) issued a final rule to determine that the Bay Area has attained the 24-hour PM2.5 federal AAQS. [26]

For land use projects, CalEEMod quantifies emissions from area sources (e.g., natural gas fuel combustion for space and water heating, wood stoves and fireplace combustion, landscape maintenance equipment, consumer products, and architectural coating) and operations-related emissions (mobile sources). A CalEEMod evaluation of the potential air quality impacts of the proposed Project is available at the City of Pittsburg. The most recent clean air plan is the *2017 Clean Air Plan: Spare the Air, Cool the Climate* that was adopted by the BAAQMD on April 19, 2017.[24] The proposed Project would comply with the latest air quality plan since: 1) the Project would have emissions below the BAAQMD thresholds; 2) development of the Project site would be considered urban infill; and 3) development would be near existing transit with regional connections.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☑	☐

Less Than Significant. The Project would have emissions less than the significance thresholds adopted by BAAQMD for evaluating impacts related to ozone and particulate matter. Therefore, the Project would not contribute substantially to existing or projected violations of those standards. Carbon monoxide emissions from traffic generated by the Project would be the pollutant of greatest concern at the local level. Congested intersections with a large volume of traffic have the greatest potential to cause high-localized concentrations of carbon monoxide. Air pollutant monitoring data indicate that carbon monoxide levels have been at healthy levels (below State and federal standards) in the Bay Area since the early 1990s. As a result, the region has been designated as 'attainment' for the standard.

There is an ambient air quality monitoring station in the City of Concord that measures carbon monoxide concentrations. The highest measured level over any eight-hour averaging period during the last three years is less than 3.0 parts per million (ppm), compared to the ambient air quality standard of 9.0 ppm. According to Trip Generation and Parking Analysis for the Proposed Liberty Residential Subdivision, [40] the Project would generate a relatively small amount of traffic (less than 56 trips during the busiest hour). Intersections affected by the Project would have traffic volumes less than the BAAQMD screening criteria and, thus, would not cause a violation of an ambient air quality standard or have a considerable contribution to cumulative violations of these standards. (BAAQMD, FINAL 2017 CLEAN AIR PLAN) [24]

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☑	☐	☐

Less Than Significant with Mitigation. The Bay Area is considered a 'non-attainment' area for ground-level ozone and fine particulate matter (PM2.5) under both the Federal and California Clean Air Acts. The area is also considered 'non-attainment' for respirable particulates or particulate matter with a diameter of less than 10 micrometers (PM10) under the California Clean Air Act, but not the Federal act. The area has attained both State and Federal ambient air quality standards for carbon monoxide. As part of an effort to attain and maintain ambient air quality standards for ozone and PM10, the BAAQMD has established thresholds of significance for these air pollutants and their precursors. These thresholds are for ozone precursor pollutants (ROG and NOx), PM10, and PM2.5 and apply to both construction-period and operational-period impacts.

Due to the Project size, construction exhaust and operational period emissions would be less than significant. In their May 2017 update to the CEQA Air Quality Guidelines, [22] the BAAQMD established criteria for identifying land use projects that could result in significant air pollutant emissions based on size. For single-family residential projects, the construction-related exhaust impacts screening size is 56 dwelling units. Since the Project proposes 57 dwelling units (one over the threshold of significance), CalEEmod was used to calculate significance thresholds for operational emissions.

CalEEMod [17] was used to predict both air pollutant and GHG emissions from construction and operation of the site assuming full build-out of the Project. The Project land use types and size, trip generation rate, and other Project-specific information were input to the model. The use of this model for evaluating emissions from land use projects is recommended by the BAAQMD. The CalEEMod defaults for Contra Costa County were used. CalEEMod provides emissions for transportation, area sources,

electricity consumption, natural gas combustion, electricity usage associated with water usage and wastewater discharge, and solid waste land filling and transport.

Construction Air Pollutant Emissions: CalEEMod predicted the annual and total construction emissions in tons for each pollutant. According to the default construction schedule generated by the model, construction would begin in late 2018 and be completed in 2019, a period of approximately 12 months or 280 days. Since the significance thresholds are based on average daily emissions, the total emissions predicted by CalEEMod were divided by the number of construction days. Construction air pollutant emissions are reported in Table 1 below. These emissions are below the significance threshold for average daily emissions.

Table 1 Construction Period Emissions

Scenario	ROG	NOx	PM10	PM2.5
Construction Emissions (tons)	3.01 tons	2.72 tons	0.26 tons	0.20 tons
Average Daily Emissions (lbs.)*	4.64lbs.	48.25 lbs.	21.85 lbs.	12.46 lbs.
BAAQMD Thresholds (lbs./day)	54 lbs.	54 lbs.	82 lbs.	54 lbs.
Exceed Threshold?	No	No	No	No
*Note: *Assumes 280 workdays.*				

Construction Fugitive Dust: Construction activities, particularly during site preparation and grading would temporarily generate fugitive dust in the form of PM10 and PM2.5. Sources of fugitive dust would include disturbed soils at the construction site and trucks carrying uncovered loads of soil. Unless properly controlled, vehicles leaving the site would deposit mud on local streets, which could be an additional source of airborne dust after it dries. Fugitive dust emissions would vary from day to day, depending on the nature and magnitude of construction activity and local weather conditions. Fugitive dust emissions would also depend on soil moisture, silt content of soil, wind speed, and the amount of equipment operating. Larger dust particles would settle near the source, while fine particles would be dispersed over greater distances from the construction site. The BAAQMD CEQA Air Quality Guidelines [22] consider these impacts to be less than significant if best management practices are employed to reduce these emissions.

Impacts and Mitigation Measure:

- **Impact AQ-1:** Air quality and fugitive dust-related impacts associated with grading and new construction could result in a significant impact.

- **Mitigation Measure AQ-1:** Implementation of the measures recommended by BAAQMD and listed below would reduce the air quality and fugitive dust-related impacts associated with grading and new construction to a less than significant level. The contractor shall implement the following best management practices

that are required of all projects:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day and as needed during windy areas to keep site free of airborne dust from construction activities. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

2. 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.

3. All vehicle speeds on unpaved roads shall be limited to 15 mph.

4. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible and feasible. Building pads shall be laid as soon as possible and feasible, as well, after grading unless seeding or soil binders are used.

5. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 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.

6. 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.

7. A publicly visible sign shall be posted with the name and telephone number for the contact at the Lead Agency for dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

Operational Emissions: The BAAQMD 2017 CEQA Air Quality Guidelines reports the modeled annual and average daily operational emissions. As shown, annual and average daily emissions of ROG, NOx, PM10, or PM2.5 emissions associated with operation of the Project would not exceed the BAAQMD significance thresholds.

Table 2 Operation Period Emissions

Scenario	ROG	NOx	PM10	PM2.5
Annual 2019 Project Emissions	1.17 tons	0.79 tons	0.48 tons	0.14 tons
Annual Emission Thresholds	10 tons	10 tons	15 tons	10 tons
Exceed Threshold?	No	No	No	No
Daily 2019 Emissions	1.4 lbs.	5.5 lbs.	2.95 lbs.	0.92 lbs.
Daily Emission Thresholds	54 lbs.	54 lbs.	82 lbs.	54 lbs.
Exceed Threshold?	No	No	No	No

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project expose sensitive receptors to substantial pollutant concentrations?	☐	☑	☐	☐

Less Than Significant with Mitigation. Sensitive receptors are locations where an identifiable subset of the general population (children, asthmatics, the elderly, and the chronically ill) that is at greater risk to the effects of air pollutants are likely to be exposed. These locations include residences, schools, playgrounds, childcare centers, retirement homes, hospitals, and medical clinics. Operation of the Project, which is residential in nature, is not expected to cause any localized emissions that could expose sensitive receptors to unhealthy air pollutant levels. Temporary construction activity would generate dust and equipment exhaust on a temporary basis. There are no nearby sources of air pollutant emissions that could adversely affect new residents.

Construction activities would be temporary in nature. The use of heavy diesel equipment would occur mainly during the demolition and grading phases of the Project that are anticipated to last less than six months. Diesel exhaust associated with construction activity is considered a toxic air contaminant (TAC), since it can cause cancer and includes fine particulate matter or PM2.5.

Impacts and Mitigation Measures:

- **Impact AQ-2:** If uncontrolled, construction activities have the potential to result in elevated concentrations of diesel particulate matter and fugitive dust PM2.5 concentrations at nearby sensitive receptors. As a result, the impact is considered potentially significant. However, potential impacts can be reduced to a less than significant level by using newer or retrofitted diesel equipment and alternatively-fueled equipment in addition to limiting the hours of use of this equipment.

- **Mitigation Measure AQ-2:** Implementation of the measures recommended by BAAQMD and listed below would reduce the air quality impacts associated with temporary construction dust and equipment exhaust to a less than significant level. The contractor shall implement the following best management practices that are required of all projects:

    1. All diesel-powered mobile equipment larger than 50 horsepower (e.g. loaders, excavators, or graders) and operating on the site for more than two days consecutively shall meet U.S. Environmental Protection Agency (U.S. EPA) particulate matter emissions standards for Tier 2 engines or equivalent; or alternative measures such as the use of alternative-powered equipment (e.g. LPG-powered forklifts), alternative fuels (e.g. biofuels), added exhaust devices, or a combination of measures, provided that these measures are approved by the City of Pittsburg;

    2. All diesel-powered portable equipment (e.g. generators and compressors) operating on the site for more than two days consecutively shall meet U.S. EPA particulate matter emissions standards for Tier 4 engines or equivalent; or the construction contractor shall use alternative-powered equipment (e.g. LPG-powered forklifts), alternative fuels (e.g. biofuels), added exhaust devices, or a combination of measures, provided that these measures are approved by the City of Pittsburg;

    3. Line power shall be provided to the site during the building construction phases to minimize diesel-powered generator use; and

    4. Equipment hours of operation shall be minimized including the use of idling restrictions.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Would the project create objectionable odors affecting a substantial number of people?	☐	☐	☑	☐

Less Than Significant. The Project would generate localized emissions of diesel exhaust during construction equipment operation and truck activity. These emissions may be noticeable from time to time by adjacent receptors. However, they would be localized and are not likely to adversely affect people off site by resulting in confirmed odor complaints. Land uses primarily associated with ongoing odorous emissions are generally commercial or industrial in nature and might include waste transfer and recycling stations, wastewater treatment plants, landfills, composting operations, petroleum operations, food and byproduct processes, factories, and agricultural activities, such as livestock operations. The Project site would be developed with 57 single-family homes, which is residential in nature, and therefore is not expected to produce any new odor sources that would affect a substantial number of people.

3. Biological Resources:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☑

No Impact. The entire Project site was previously developed with urban uses including a car wash and PepsiCo bottling facility. The site does not contain any native habitat or critical habitat for wildlife listed as 'threatened' or 'endangered' by State or federal agencies. Neighboring lands are also developed and provide little if any habitat resources. The 4.98-acre site is considered an in-fill site, as it is surrounded by existing development on all four sides.

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

Less Than Significant with Mitigation. A majority of the Project site has been identified as ruderal land in the adopted *East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (ECC HPC/NCCP)*. (East Contra Costa County Habitat Conservation Plan Association, 2006).[11] The Project Planning Survey Report submitted on June 6, 2017, [12] states that the "Project Site is

located within modeled suitable habitat for the western burrowing owl (*Athene cunicularia*) and a portion of the Project Site occurs within the ruderal land cover type which is considered suitable habitat for the owl. However, no burrows of suitable size to support the species (four inches or greater in diameter) were observed during the planning survey within 500 feet of the Project Site. The quality of habitat is considered marginal. California ground squirrels (*Spermophilus beecheyi*) were observed as well as active ground squirrel burrows within the ruderal and urban portions of the Project Site".

Impacts and Mitigation Measures:

- **Impact BIO-1:** A majority of the Project site is identified as ruderal land in the adopted ECC HCP/NCCP. While there is a low probability, the potential for burrowing owls exists.

- **Mitigation Measure BIO-1:** Take Authorization – The applicant is required to obtain permit coverage under the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan ("ECCC HCP/NCCP"). All applicable standard avoidance and minimization measures of the ECCC HCP/NCCP, as outlined in the draft Planning Survey Report (PSR) dated June 6, 2017, are incorporated as Mitigation Measures BIO-3 and BIO-4. With the incorporation of these mitigations, the project will be eligible to receive take authorization under the City's incidental take permit from the United States Fish and Wildlife Service (USFWS) issued pursuant to Section 10(a)(1)(B) of the Federal Endangered Species Act (permit number: TE 160958-0) and the City's incidental take permit from the California Department of Fish and Wildlife (CDFW) issued pursuant to California Fish and Wildlife Code Section 2835 (permit number 2835-2007-01-03).

- **Mitigation Measure BIO-2:** ECC HCP/NCCP Development Fees – Prior to the issuance of grading or construction permits for the project site, the applicant shall pay the final required ECCC HCP/NCCP development fee in effect for Zone I, in compliance with PMC Section 15.108.070 (note that the fee is subject to annual adjustments, in accordance with Chapter 9.3.1 of the ECCC HCP/NCCP). The final fee shall be paid for approximately 4.24 acres of land to be permanently disturbed, as identified in the draft PSR, which is subject to final review and approval by the Pittsburg Community Development Department.

- **Mitigation Measure BIO-3:** Preconstruction Surveys for Burrowing Owl – Prior to any ground disturbance related to covered activities, a USFWS/CDFW-approved biologist shall conduct a preconstruction survey in areas identified in the planning surveys as having potential burrowing owl habitat. The surveys shall establish the

presence or absence of Western Burrowing Owl and/or habitat features and evaluate use by owls in accordance with CDFW survey guidelines (California Department of Fish and Game 1995).

On the parcel where the activity is proposed, the biologist shall survey the proposed disturbance footprint and a 500-foot radius from the perimeter of the proposed footprint to identify burrows and owls. Adjacent parcels under different land ownership shall not be surveyed. Surveys should take place near sunrise or sunset in accordance with CDFW guidelines. All burrows or burrowing owls shall be identified and mapped. Surveys shall take place no more than 30 days prior to construction. During the breeding season (February 1– August 31), surveys shall document whether burrowing owls are nesting in or directly adjacent to disturbance areas. During the nonbreeding season (September 1–January 31), surveys shall document whether burrowing owls are using habitat in or directly adjacent to any disturbance area. Survey results shall be valid only for the season (breeding or nonbreeding) during which the survey is conducted. Copies of both surveys shall be submitted to ECCC Habitat Conservancy and the City for review and approval.

- **Mitigation Measure BIO-4:** Avoidance and Minimization and Construction Monitoring for Burrowing Owl – If burrowing owls are found during the breeding season (February 1–August 31), the project proponent shall avoid all nest sites that could be disturbed by project construction during the remainder of the breeding season or while the nest is occupied by adults or young. Avoidance shall include establishment of a non- disturbance buffer zone (described below). Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the nonbreeding season (September 1– January 31), the project proponent should avoid the owls and the burrows they are using, if possible. Avoidance shall include the establishment of a buffer zone (described below).

  During the breeding season, buffer zones of at least 250 feet in which no construction activities can occur shall be established around each occupied burrow (nest site). Buffer zones of 160 feet shall be established around each burrow being used during the nonbreeding season. The buffers shall be delineated by highly visible, temporary construction fencing.

  If occupied burrows for burrowing owls are not avoided, passive relocation shall be implemented. 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.

These doors should be in place for 48 hours prior to excavation. The project area should be monitored daily for a week to confirm that the owl has abandoned the burrow. Whenever possible burrows should be excavated using hand tools and refilled to prevent reoccupation (California Department of Fish and Game 1995). Plastic tubing or a similar structure should be inserted in the tunnels during excavation to maintain an escape route for any owls inside the burrow.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project 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?	☐	☐	☐	☑

No Impact. The Project is not anticipated to affect any federally protected wetlands or waters of the United States. There are no visible water features on the Project site that would be impacted by the proposed development. (Site Visit 7/13/17)

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

No Impact. The Project site has been fully disturbed by past commercial uses (a car wash and PepsiCo bottling site). There are no perennial surface waters in the site vicinity and, therefore, no fish habitat would be affected. (General Plan, Figure 9-1) [1] The terrain is flat with no natural geographic barriers or corridors. There are no

identified wildlife migratory corridors identified on the Project site. Considering these factors, the Project would not interfere with the movement of any wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☑	☐	☐

Less Than Significant Impact. The City of Pittsburg adopted a tree preservation ordinance protecting trees on private property (PMC section 18.84.825).[3] The regulations define a 'protected tree' as any tree that measures at least 50 inches in circumference (15.6 inches in diameter) at four and one-half feet above grade. The *Arborist Report for 350 Central Avenue, Pittsburg* prepared by Traverso Tree Service, dated July 24, 2017, [37] notes five trees on the Project site that meet these criteria. That report states the trees consist primarily of Mexican Fan Palms and Tree of Heaven, neither of which are California native trees, nor do they provide benefit to the property. The applicant applied for a tree removal permit on August 15, 2017 and will be required to comply with PMC section 18.84.825.

Impacts and Mitigation Measures:

- **Impact BIO-5:** The applicant requests to remove five trees protected under the City's tree preservation ordinance. PMC section 18.84.855 specifies the following options for replacement of protected trees: 1) replacement of the removed tree(s) at a four-to-one ratio with 24-inch box trees; 2) replacement of the tree(s) at a 12-to-one ratio with 15-gallon trees; 3) payment of in-lieu fees equal to the replacement trees' value, installation costs and one year of maintenance costs, as calculated with a 12-to-one ratio of 15-gallon trees; or 4) a combination of replacement and payment of in-lieu fees. The applicant has selected Option 4.

  Based on a 12-to-one ratio, a total of 60 replacement trees are required. PMC section 18.84.855(C)(3) states "replacement trees shall be in addition to any trees required by any provisions of this title, as a condition of approval of another discretionary permit, or as environmental mitigation for a discretionary permit. Since

the proposed street trees located along the motorcourts and Liberty Court are already required under PMC section 18.56.090(E)(3), only the proposed trees located along Central Avenue (12) and within the park (15) would count as replacement trees. Therefore, in-lieu fees would be required for 33 trees.

- **Mitigation Measure BIO-5:** Prior to the removal of a protected tree, the applicant shall submit payment of in-lieu fees equal to the replacement trees' value, installation costs and one year of maintenance costs, as calculated with a 12-to-one ratio of 15-gallon trees ($1,650).

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☑

No Impact. The PMC chapter 15.108, Ord. 07-1293, of the ECC HCP/NCCP Implementation Ordinance established the procedures to implement the ECC HCP/NCCP.

The Project site is located within the East Contra Costa County Habitat Conservation Plan (ECC HCP/NCCP) area. The ECC HCP/NCCP was designed to provide for comprehensive species, wetlands, and ecosystem conservation within the region and to contribute to the recovery of endangered species in Northern California. [11] The Project site is shown in the plan as ruderal and is in the Zone 1 fee area. The site development will not conflict with the ECC HCP/NCCP with mitigation listed in Initial Study Section 4(b) above.

5. Cultural Resources:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?	☐	☐	☐	☑

No Impact. The Project site is currently vacant. The site is not located within a historical district, and the now-demolished structures were not identified as buildings of historical significance. (General Plan, Chapter 9) [1]

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?	☐	☐	☐	☑

No Impact. There are no known or recorded archeological, paleontological, or other unique resources near the Project site as the site was previously developed and demolished.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☑

No Impact. Refer to Initial Study Section 5(b) above.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project disturb any human remains, including those interred outside of formal cemeteries?	☐	☑	☐	☐

Less Than Significant Impact with Mitigation.

Impacts and Mitigation Measures:

- **Impact CR-1:** Due to the previous development on the site the potential for buried remains and artifacts is low, however the following mitigation measure assures compliance with the National Historic Preservation Act of 1966. [48]

- **Mitigation Measure CR-1:** Construction shift foremen, excavation equipment operators and other construction workers with responsibility for observing construction excavations shall be instructed by a representative of the Owner or its contractor to be observant for the potential occurrence of archaeological resources in the geologic materials encountered, and shall be instructed and authorized to halt excavation in the area immediately and notify the Project Owner's representative if such resources are discovered. In the event of a discovery, the City shall be promptly notified and work in the area shall cease until the discovery is evaluated by a qualified cultural resource specialist. If evaluation by a qualified cultural resource specialist indicates that the discovery may be significant, then excavation in the area shall be continued only as directed by a qualified cultural resource specialist and in a manner allowing for collection of significant resources and information that may otherwise be affected by the Project, including development of a Research Design and Data Recovery Program if needed to mitigate impacts. If cultural artifacts are collected they shall be cataloged and curated with an appropriate institution. A final monitoring report shall be prepared if significant cultural resources are discovered.

6. Geology and Soils:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	☑	☐

Less Than Significant Impact. There is no active or potentially active fault zone, Seismic Hazard Zone, or Alquist-Priolo Earthquake Fault Zone located on the Project site or the surrounding areas, and there is no evidence of potential earthquake fault rupture hazard. The closest active fault is the Clayton segment of the Clayton-Marsh Creek-Greenville Fault, located more than three miles southwest of the Project site. (General Plan) [1] [28] [29]

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2) Strong seismic ground shaking?	☐	☐	☑	☐

Less Than Significant Impact. Eastern Contra Costa County, like the San Francisco Bay Area as a whole, is in one of the most seismically active regions in the United States. Major earthquakes have occurred near Pittsburg in the past and can be expected to occur again in the future. Historically active faults (exhibiting evidence of movement in the last 200 years) in Contra Costa County include the Concord, Hayward, and Clayton-Marsh Creek-Greenville faults. Two potentially active faults (showing evidence of activity in the last two million years) include the Franklin and Antioch faults. The largest active fault in the region, the San Andreas Fault, is located about 40 miles west of Pittsburg. (General Plan)

Strong ground motions could occur near the Project site from an earthquake on any of these regional faults. The intensity of ground shaking that would occur in Pittsburg as a result of an earthquake in the Bay Area would depend on the magnitude of the earthquake, the distance from the City, and the response of the geologic materials at the Project site. Strong ground shaking would be a potentially substantial seismic hazard if structures are not appropriately designed. The potential for seismic ground motion to damage structures is typically mitigated through proper design and construction to withstand predicted ground motions. The California Building Code (CBC) seismic standards are designed to mitigate the potential for people or structures to be exposed to substantial risks from seismically-induced ground motion. Conformance with the CBC would be assured through the City's building permit process. Adherence to building code requirements would limit the risk of damage or injury from seismic ground shaking to a level that is less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3) Seismic-related ground failure, including liquefaction?	☐	☑	☐	☐

Less Than Significant Impact with Mitigation. An evaluation of the geotechnical impacts related to the proposed Project was conducted by TRC Companies, Inc., (TRC). [49] The site is located within an area that has not been mapped by the State of California as having the potential for seismically induced liquefaction. However, the Association of Bay Area Governments (ABAG) Resilience Program shows the area as having low liquefaction potential. During cyclic ground shaking, such as earthquakes, cyclically-induced stresses may cause increased pore water pressures within the soil matrix, which results in liquefaction. Liquefied soil may lose shear strength that may lead to large shear deformations and/or flow failure. Liquefied soil can also settle as pore pressures dissipate following an earthquake. Limited field data is available on this subject; however, settlement on the order of 2 to 3 percent of the thickness of the liquefied zone has been measured in some cases.

TRC reviewed liquefaction potential in accordance with guidelines set forth in CDMG Special Publication 117 (CDMG, 1997). Based on this publication, screening investigations were used to determine whether a particular site has obvious indicators for potential failure as a result of liquefaction. Three of these indicators would include soil type, soil density, and depth to ground water. The granular soils encountered on adjacent sites were generally medium dense to dense. In addition, depth to ground

water is anticipated to be 25 feet deep or greater. Based on these referenced indicators and TRC's engineering judgment, the potential for liquefaction is low during seismic shaking. However, TRC recommends a complete liquefaction evaluation should be performed as a part of the design-level geotechnical investigation.

Impacts and Mitigation Measures:

- **Impact GEO-1**: Liquefaction during an earthquake can cause significant damage to people and structures.

- **Mitigation Measure GEO-1**: A complete liquefaction evaluation shall be performed as a part of the design-level geotechnical investigation. The liquefaction evaluation shall be submitted with the design level geotechnical study when the grading plans are submitted.

  Compliance with the Design Level Geotechnical Report would reduce this potential impact to a level of less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
4) Landslides?	☐	☐	☐	☑

No Impact. Landslides would not be a potential hazard on the Project site since it is relatively flat. There are no substantial slopes on or adjacent to the site that could result in a landslide hazard.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☑

No Impact. The Project site is covered by disked soil, concrete foundation remnants, and pavement, with little exposed soil. Development of the Project would involve demolition and removal of existing pavement, and the construction of new buildings. Construction would not result in substantial soil erosion or loss of topsoil.

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

Less Than Significant Impact. There are no substantial slopes on or adjacent to the Project site, therefore the Project does not have the potential to result in landslides. As noted in Initial Study Section 6.a.3 above, the Project site has low liquefaction potential. Subsidence can occur when pore pressures are reduced in unconsolidated geologic materials below a valley floor due to the withdrawal of fluids. The Project would not increase groundwater extraction or other withdrawal of fluids from unconsolidated geologic deposits. The mitigation measures in Initial Study Section 6.a.3 above would bring the proposed project compliance to less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☑	☐	☐

Less Than Significant with Mitigation. According to TRC's report [49] for the Project, a Plasticity Index (PI) test performed on a sample from boring EB-1 at an approximate depth of 2 feet resulted in a PI of 35, indicating high plasticity and expansion potential of the near-surface soils.

Construction of the proposed Project would require solid building surfaces. Expansive soils shrink and swell as a result of moisture changes, causing heaving and cracking of slabs-on-grade, pavements, and structures founded on shallow foundations.

Impacts and Mitigation Measures:

- **Impact GEO-2:** Because there is a potential for expansive soils on the Project site, there is a potential for structural damage if structures are not properly designed to address the expansive soils. This creates a substantial risk to life or property.

- **Mitigation Measure GEO-2:** Prior to the approval of improvement plans and issuance of a grading permit, the Applicant shall submit a design-level geotechnical report to the City of Pittsburg Engineering Division for review and approval. The standard City requirements for a design level report include, at a minimum: 1) compaction specifications for on-site soils; 2) road and pavement design; 3) structural foundations; 4) grading practices; 5) erosion/winterization; and 6) expansive/unstable soils.

  Compliance with the Design-Level Geotechnical Report would reduce this potential impact to a level of less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Would the project 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?	☐	☐	☐	☑

No Impact. The proposed Project does not involve the installation of septic tanks or alternative wastewater disposal systems. Furthermore, the Contra Costa Environmental Health Department, which regulates installation and inspection of septic tanks, would not permit a medium-density residential development to utilize septic tanks for wastewater treatment. (County Ordinance Code Section 420-6.206) Therefore, the Project would have no impact in this area.

7. Greenhouse Gas Emissions:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☑	☐

Less Than Significant. The BAAQMD CEQA Air Quality Guidelines (May 2017) [22] included GHG emissions-based significance thresholds. For land use development projects, the threshold is compliance with a qualified GHG Reduction Strategy; or annual emissions less than 1,100 metric tons per year (MT/yr) of CO2e; or 4.6 metric tons of CO2e/year/service population. Land use development projects include residential, commercial, industrial, and public land uses and facilities.

The project size (57 residential units) exceeds the screening size listed in the BAAQMD CEQA Air Quality Guidelines by one residential unit. Therefore, a refined analysis that includes modeling of GHG emissions from the Project was conducted.

The CalEEMod model [17] was also used to predict GHG emissions from operation of the site assuming full build-out of the Project. GHG emissions associated with construction were computed to be 294 metric tons CO2e. CO2e is considered the emissions of all greenhouse gases expressed as equivalent carbon dioxide based on the warming potential for each gas. The warming potentials are based on the values assigned by CalEEMod. These are the emissions from on-site operation of construction equipment, and hauling truck, vendor truck, and worker trips. The BAAQMD does not have an adopted Threshold of Significance for construction-related GHG emissions, though total construction period emissions would be less than the BAAQMD operational threshold of 1,100 metric tons CO2e per year. The District recommends quantifying emissions and disclosing that GHG emissions would occur during construction. BAAQMD also encourages the incorporation of best management practices to reduce GHG emissions during construction where feasible and applicable. Best management practices assumed to be incorporated into construction of the proposed Project include, but are not limited to: using local building materials of at least 10 percent and recycling or reusing at least 50 percent of construction waste or demolition materials.

The CalEEMod model was used to predict daily emissions associated with operation of the fully-developed site under the proposed Project. Computed Project per capita emissions are 3.4 metric tons of CO2e/year/service population, which would not exceed

the BAAQMD threshold of 4.6 metric tons of CO2e/year/service population. Table 3 shows predicted Project GHG emissions.

Table 3 Annual Project GHG Emissions

Source Category	**2019 Project Emissions** (metric tons)
Construction (1 year)	294
Operation	639
Area	7.8
Energy Consumption	223
Mobile	383
Solid Waste Generation	16
Water Usage	97
GHG Emissions (per capita)	3.4
BAAQMD Threshold	4.6 metric tons of CO2e/year
Significant?	No
Note: *Based on a service population of -186	

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☑	☐

Less than Significant Impact. The BAAQMD GHG significance thresholds were designed to ensure compliance with AB 32, the State's GHG reduction legislation. The SFBAAB is currently designated as a nonattainment area for state and national ozone standards and national particulate matter ambient air quality standards. SFBAAB's nonattainment status is attributed to the region's development history. Past, present and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By its very nature, air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself, result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant. If a proposed project's emissions are below the significance threshold, it can be assumed to comply with AB 32 within BAAQMD's jurisdiction. As described in Initial Study Section 6(a) above, the Project's impact would be under the threshold and therefore result in a less than significant impact related to GHG.

8. Hazards and Hazardous Materials:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☑

No Impact. Projects that involve the routine transport, use, or disposal of hazardous materials are typically industrial in nature. The proposed Project would not be industrial in nature and would consist of the development of 57 residential homes. This type of use would not typically involve the routine transport, use, disposal, or generation of substantial amounts of hazardous materials. Construction activities would involve the use of heavy equipment, which would contain fuels and oils, and various other products such as concrete, paints and adhesives. However, the Project contractor would be required to comply with California Health and Safety Codes and local ordinances regulating the handling, storage and transportation of hazardous and toxic materials, as overseen by Cal-EPA and the California Department of Toxic Substances Control (DTSC). Thus, the proposed Project would not create a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☑

No Impact. As discussed under Initial Study Section 8(a) above, the proposed Project would not involve the routine transport, use or disposal of hazardous materials and therefore there is no potential for any upset or accidental conditions involving the release of hazardous materials into the environment. As noted in Item 8(a), the Project contractor would be required to comply with California Health and Safety Codes and

local ordinances regulating the handling, storage, and transportation of hazardous and toxic materials. Therefore, the proposed Project would not create a significant hazard to the public or environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

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

No Impact. As discussed under Initial Study Sections 8(a)-(b). above, the proposed Project would not involve that potential to emit hazardous emissions or handle acutely hazardous material, substance, or waste within a quarter mile of an existing school. The Project is residential in nature and would not involve the use of hazardous materials with a potential for emissions.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project 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?	☐	☐	☐	☑

No Impact. The Project site is not included on a list of hazardous materials sites compiled by the California Department of Toxic Substances Control. (DTSC, 2017) [8]

	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 result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☑

No Impact. The Project site is not located within an airport land use plan nor is it located within two miles of a private airstrip; therefore, there would be no impact related to safety hazards within the vicinity of an airport. (Contra Costa County Airports, 2017) [9]

	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?	☐	☐	☐	☑

No Impact. See Initial Study Section 8.d above.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
g) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☑

No Impact. The 2017 City of Pittsburg Emergency Operations Plan (EOP) [4] establishes procedures for educating the public about emergency preparedness and establishes procedures for responding to emergency situations, including management

of communication systems, provision of medical assistance, and maintenance of local financing structures and government leadership roles in the aftermath of a significant emergency event. The proposed Project would not modify any provision of the EOP.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
h) Would the project 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?	☐	☐	☐	☑

No Impact. The proposed Project site is an infill site and is surrounded by urban development. The Project site is not located in proximity to large open spaces where wildland fires would likely occur. (General Plan, [1] pages 11-17) In addition, the Project site is located within the 1.5-mile response radius for fire services. (General Plan, Figure 11-2) Therefore, there is no Project impact anticipated relative to wildland fires, and no Project-specific mitigation is necessary.

9. Hydrology and Water Quality:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project violate any water quality standards or waste discharge requirements?	☐	☑	☐	☐

Less Than Significant Impact with Mitigation. The greatest potential sources of surface water pollutants associated with the proposed development would be during the construction-phase erosion of the Project site and urban runoff pollutants generated from impervious surfaces on-site following the completion of construction. During the early stages of construction activities, topsoil would be exposed due to grading of the site. After grading and prior to overlaying the ground surface with impervious surfaces and structures, the potential exists for wind and water erosion to discharge sediment and/or urban pollutants into stormwater runoff, which would adversely affect water quality.

The State Water Resources Control Board (SWRCB) [50] regulates stormwater discharges associated with construction activities where clearing, grading, or excavation results in a land disturbance of one or more acres. Performance Standard NDCC-13 of the City's National Pollutant Discharge Elimination System (NPDES) permit requires applicants to show proof of coverage under the State's General Construction Permit prior to receipt of any City construction permits. The State's General Construction Permit requires a Storm Water Pollution Prevention Plan (SWPPP) to be prepared for the site. A SWPPP describes Best Management Practices (BMPs) to control or minimize pollutants from entering stormwater and must address both grading/erosion impacts and non-point source pollution impacts of the development project, including post-construction impacts. Thus, the City and State's regulatory requirements, which are required for the project, would fully address all construction runoff impacts.

The San Francisco Bay Regional Water Quality Control Board (RWQCB) issued an Order requiring all municipalities within Contra Costa County (and the County itself) to develop more restrictive surface water control standards for new development projects as part of the renewal of the Countywide NPDES permit. Known as the 'C.3 Standards', [16] new development or redevelopment projects that create or replace 10,000 square feet or more of impervious area must contain and treat stormwater runoff on the project site or mitigate the runoff. The proposed project is a C.3 regulated project and is required to include appropriate site design measures, source controls, and hydraulically-sized stormwater treatment measures.

Impacts and Mitigation Measures:

- **Impact HYD-1**: The proposed project is a C.3 regulated project and is required to include appropriate site design measures, source controls, and hydraulically-sized stormwater treatment measures.
- **Mitigation Measure HYD-1**: The developer shall submit a complete Stormwater Control Plan and Report for the Liberty Residential Subdivision. The C.3 treatment facilities shall be adequately sized to treat the stormwater runoff from the associated drainage management areas. In the event it is discovered that the treatment facilities on-site does not provide adequate capacity, the developer shall provide off-site treatment at another facility. The offsite facility shall be retrofitted or constructed to meet current C.3 standards, and provide the equivalent capacity that was infeasible at the on-site facility. The developer may choose to submit and alternative C.3 compliance plan, subject to approval by the City Engineering Division.
- **Mitigation Measure HYD-2:** Submittal of grading and/or building plans shall be consistent with the approved Stormwater Control Plan. The plans shall include drawings and specifications necessary to implement all measures in the approved Stormwater Control Plan. A copy of a completed "Construction Plan C.3 Checklist", as described in the Stormwater C.3 Guidebook, or an alternative C.3 compliance plan approved by the City Engineering Division, shall be included. Grading and/or building permits, shall not be issued until this condition is met to the satisfaction of the Engineering and Planning Divisions.
- **Mitigation Measure HYD-3:** Grading and/or building permit plans (including structural, mechanical, architectural, grading, drainage, site, landscape, and other drawings) shall show the details and methods of construction for site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants.
- **Mitigation Measure HYD-4:** The developer shall submit the final draft of the Stormwater BMP Operation and Maintenance Plan and Operations and Maintenance Agreement for the project's C.3 facilities, or alternative C.3 compliance plan to the Engineering Division for review prior to the first final building permit approval. The developer shall also execute the, which pertain to the transfer of ownership and / or long-term maintenance of stormwater treatment BMPs or hydrograph modification BMPs. The Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans are found on

the Contra Costa County Clean Water Program website (www.cccleanwater.org) or the Stormwater C.3 Guidebook.

- **Mitigation Measure HYD-5:** Prior to issuance of any engineering or building permits, whichever permit is eligible to be issued first, the applicant shall deliver written confirmation that the owner of the property has elected to annex the property into the Community Facilities District (CFD) 2016-1 (Maintenance of Project Facilities and Future Annexation Area). The CFD provides funding for on-site project and off-site stormwater treatment facilities.

Compliance with the above mitigation measures will assure water quality impacts are reduced to less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project 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)?	☐	☐	☑	☐

Less Than Significant Impact. The proposed Project would involve an increase in impervious surfaces (buildings, parking, and internal streets) from what currently exists on this site, which would decrease the infiltration of groundwater to the underlying aquifer as compared to existing conditions. TRC's *Feasibility Level Geotechnical Investigation Report*, [49] dated September 11, 2017, indicated borings generally encountered very stiff fat clay with sand, very stiff lean clay, very stiff to hard lean clay with sand, and stiff to hard sandy lean clay to a depth of approximately 30 feet. Free ground water was encountered during TRC's subsurface exploration in boring EB-2 at a depth of approximately 29 feet. Ground water recharge is not feasible due to the highly expansive soils present at the Project site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☑	☐

Less than Significant Impact. The Vesting Tentative Map, Preliminary Grading, and Drainage Plan, [F7] prepared by Isakson and Associates, Inc, dated February 2018, proposes a new storm drain line in Central Avenue draining the impervious project areas connecting to an existing 24-inch line at Isabel Court. Prior to the approval of the improvement plans for the project, the City Engineering Division requires hydrology and erosion control plans that demonstrate the project will not result in substantial erosion or siltation. There are no streams or rivers on or within the boundaries of the project site (City of Pittsburg General Plan Figure 9-1, Site Visit 7/13/17)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project 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?	☐	☑	☐	☐

Less than Significant with Mitigation. Project development would involve the construction of 57 residential homes on the 4.98-acre Project site. Construction would require removal of existing remnant concrete and pavement from the Project site as well as grading, excavation, and other construction-related activities that could cause soil erosion at an accelerated rate during storm events. All these activities have the potential to affect water quality and contribute to localized violations of water quality standards if stormwater runoff from construction activities enters receiving waters. These exposed soils could affect water quality in two ways: 1) Stormwater runoff from the site may contain suspended soil particles and sediments, or 2) sediments could be transported

as dust that eventually reaches local waterbodies.

Sediments could reach local water bodies either through direct deposition or as suspended sediment in the runoff. Spills or leaks from heavy equipment and machinery, staging areas, or building sites could also enter runoff. Typical pollutants could include, but would not be limited to, petroleum products such as paints, solvents, and cleaning agents, which could contain hazardous constituents. Sediment from erosion of graded or excavated surface materials, leaks or spills from equipment, or inadvertent releases of building products could result in water quality degradation if runoff containing the sediment or contaminants entered receiving waters in sufficient quantities to exceed water quality objectives. Impacts from construction-related activities generally would be short-term.

Because the proposed Project would require construction activities that would result in a land disturbance of greater than one acre, the applicant would be required by the State to obtain a General Permit for Discharges of Storm Water Associated with Construction Activity (General Construction Permit), which pertains to pollution from grading and project construction. Compliance with the General Construction Permit requires the project applicant to file a Notice of Intent (NOI) with the State Water Quality Control Board and prepare a SWPPP prior to construction. The SWPPP would incorporate best management practices to prevent, or reduce to the greatest extent, adverse impacts to water quality from erosion and sedimentation.

<u>Impacts and Mitigation Measures:</u>

- **Impact HYD-2**: The Project has the potential to pollute water run-off during and after construction.

- **Mitigation Measure HYD-2.** Prior to issuance of a Grading Permit, the applicant shall submit to the City Engineer for review and approval a long-term storm water pollution prevention plan (SWPPP) to protect storm water quality. The SWPPP shall include the following additional BMPs to protect storm water quality:

    1. Proper maintenance of parking lots and other paved areas can eliminate the majority of litter and debris washing into storm drains and thus, entering local waterways. Regular sweeping is a simple and effective BMP aimed at reducing the amount of litter in storm drain inlets (to prevent clogging) and public waterways (for water quality). The Homeowners Association shall enter into an agreement with the City or other street sweeping contractor to ensure this maintenance is completed on a monthly basis.

2. Proper maintenance of low-flow infiltration structures is necessary to ensure their effectiveness. Improper maintenance of the structures could result in a reduction of storm water conveyance capacity to overlying drainage structures as well as interfere with the infiltration capabilities of the structures. The maintenance of the low-flow infiltration structures will be the responsibility of the Homeowners Association. Necessary maintenance includes: regular inspection during the wet season for sediment buildup and clogging of inlets and outlets; and regular (approximately once a year) removal of sediment. A maintenance schedule shall be submitted to the City Engineering Department prior to project approval.

3. The applicant shall prepare informational literature and guidance on residential BMPs to minimize pollutant contributions from the proposed development. This information shall be distributed to all future residents at the project site by the Homeowners Association. At a minimum the information should cover: 1) General information on the low-flow infiltration structures for residents concerning their purpose and importance of maintaining them; 2) Proper disposal of household and commercial chemicals; 3) Proper use of landscaping chemicals; 4) Clean-up and appropriate disposal of yard cuttings and leaf litter; and 5) Prohibition of any washing and dumping of materials and chemicals into storm drains.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Would the project 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?	☐	☐	☐	☑

No Impact. The Project site is located outside of the 100-year flood hazard area; therefore, the Project would result in no impact relative to potential flooding. (Federal Emergency Management Agency (FEMA), 2015) [14]

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Would the project place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☑

No Impact. See Initial Study Section 9(e) above.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
g) Would the project expose people or **h) 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?**	☐	☐	☐	☑

No Impact. There are no levees or dams located upstream of the Project site with the potential to inundate the site because of failure, resulting in no impact (Google Maps).

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
i) Would the project lead to inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☑

No Impact. The Project site is not vulnerable to inundation by seiche or tsunami. The Project site is approximately 0.75 miles from Suisun Bay where there is only a slight possibility of small events. (California Department of Conservation, 2017) [30] In addition, the Project site is flat and surrounded by development and would therefore not be subject to mudflow. As such, the Project would have no impact related to inundation by seiche, tsunami, or mudflow.

10. Land Use and Planning:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project physically divide an established community?	☐	☐	☐	☑

No Impact. The proposed Project would help complete the build-out of the neighborhood by developing one of the last vacant infill properties located along Central Avenue. It would not physically divide the community, in that the existing street and roadway network would continue providing the same level of access between neighborhoods.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project 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?	☐	☐	☑	☐

Less Than Significant Impact. The Project requires City Council approval of a General Plan map amendment to change the site's land use designation from a combination of Service Commercial and Low Density Residential (1 to 7 dwelling units per acre (d.u./ac)) to Medium Density Residential (7 to 14 d.u./ac) (see Figures 5 and 6); a zoning map amendment to rezone the site from a combination of CS and RS-5 to PD (see Figures 3 and 4); a vesting tentative map to subdivide the 4.98-acre site into 57 lots for detached single-family homes (see Figure 7); and design review of landscape and architectural plans (see Figures 8-11).

The Project site includes two different zoning districts. Half the site (approximately 2.6 acres) is located in the CS district and the other half (approximately 2.41 acres) is located in the RS-5 district (with 5,000-square-foot minimum lot sizes). Both zoning

designations are consistent with the current General Plan land use designations. As stated in the Project description, the Applicant is seeking a General Plan amendment and rezoning to allow medium-density residential to be permitted on the entire Project site. The existing service commercial designation for this site is generally intended for economic and job development purposes rather than for the purpose of avoiding or mitigating an environmental effect (Pittsburg General Plan EIR Findings, City Council Resolution No.01-9519). In addition, the General Plan does allow a degree of residential development within commercial zones, so the proposed Project would not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☑	☐

Less Than Significant Impact. The Project site occurs within the area of the ECC HCP/NCCP. [11] The plan is designed to provide for comprehensive species, wetlands, and ecosystem conservation within the region and to contribute to the recovery of endangered species in northern California. Though the site has a low potential to have burrowing owls, mitigation Measures in Initial Study Section 3.b would result in a less than significant impact.

11. Mineral Resources:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☑

No Impact. There are no known mineral resources or deposits identified near the Project site, therefore the proposed Project would have no impact. (General Plan, pages 9-3)

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☑

No Impact. Refer to Initial Study Section 11.a above.

12. Noise:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project 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?	☐	☑	☐	☐

Less Than Significant with Mitigation. The General Plan requires that interior noise levels within new residential units be maintained at or below 45 decibels (dBA) community noise equivalent level (CNEL). The State Building Code, Title 24, Part 2 of the California Code of Regulations establishes minimum noise insulation standards to protect people. Title 24 mandates that interior noise levels attributable to exterior sources shall not exceed 45 dBA day-night average sound level (Ldn) or CNEL in any habitable room.

An Environmental Noise Assessment entitled *Liberty Residential Development* dated May 26, 2017, was prepared by Bollard Acoustical Consultants, Inc. That assessment maintains that noise levels would exceed the maximum allowable interior sound level of 45 dBA CNEL inside residential units exposed to exterior noise levels of 60 dBA CNEL when windows are open in proposed residences along Central Avenue and Union Pacific Railroad (UPRR) tracks to the south. Additionally, the proposed park is located along the UPRR tracks.

<u>Impacts and Mitigation Measures:</u>

- **Impact NOI-1:** Because residential land uses proposed at the Project site would be exposed to exterior and interior noise levels greater than normally acceptable noise levels standards required by the General Plan, noise impacts to proposed sensitive receptors would be considered potentially significant.

- **Mitigation Measure NOI- 1:** Implementation of the following mitigation measures (noted in Environmental Noise Assessment entitled *Liberty Residential Development* dated May 26, 2017, prepared by Bollard Acoustical Consultants, Inc.) would reduce the potential impact of exterior noise levels on potential sensitive receptors to a level of less than significant.

1. Prior to the issuance of building permits, a qualified acoustical consultant shall review final site plans, building elevations, and floor plans to confirm that the design results of interior noise levels are reduced to 45 dBA CNEL or lower. The results of the analysis, including the description of the necessary noise control treatments, shall be submitted to the City along with the building plans and approved prior to the issuance of a building permit.

2. All upper-floor windows of residences adjacent to Central Avenue (homes on Lots 1-4 and 54-57) and the UPRR tracks (homes on Lots 24-33) shall be upgraded to a Sound Transmission Class (STC) rating of 32.

- **Mitigation Measure NOI- 2:** Prior to the issuance of Building Permits, the applicant shall show on the construction drawings that a suitable form of forced-air mechanical ventilation shall be installed as determined by the City Building Official, for units throughout the site, so that windows can be kept closed at the occupant's discretion to control interior noise and achieve the interior noise standards.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☑	☐

Less Than Significant. The construction of the Project may involve perceptible vibration when heavy equipment or impact tools are used (e.g. jackhammers, hoe rams, etc.). Construction activities would include demolition, excavation, grading, site preparation work, foundation work, and new building framing and finishing.

The nearest existing structures to the property are the Baptist Church to the east, Filipino-American Associates across Central Avenue, and residential beyond. All at a distance of 20 feet or greater, vibration levels from construction equipment would typically be below a significance threshold of 0.3 inches per second peak particle velocity (PPV). Construction activities would be temporary in nature and would occur during normal business hours, as regulated by the City. Therefore, impacts related to ground borne vibration would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☑	☐

Less Than Significant. Development of the residential subdivision would increase ambient noise levels in the Project vicinity as compared to the existing vacant site. However, residential uses are not considered significant noise generators and the impact would be considered less than significant.

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

Less Than Significant with Mitigation Incorporated. Noise from the construction activities, including demolition of existing concrete remnants and paving and construction of the Project infrastructure and new buildings, would contribute to the noise environment in the Project vicinity. Noise impacts from construction activities depend on the various pieces of construction equipment, the timing and length of noise-generating activities, and the distance between the construction noise sources and noise-sensitive areas. Construction noise impacts primarily result when construction activities occur during noise-sensitive times of the day (e.g. early morning, evening, or nighttime hours) when construction occurs in areas adjoining noise-sensitive land uses, or when construction lasts over extended periods of time.

<u>Impacts and Mitigation Measures:</u>

- **Impact NOI-3:** Noise from construction activities could contribute to the existing noise environment and have a potential significant impact on adjacent properties.

- **Mitigation Measure NOI-3:** Implementation of the following mitigation measures

would reduce the potential impact of construction noise on existing residences adjacent to the Project site to a level of less than significant. Prior to the issuance of construction permits, the contractor shall prepare a detailed construction plan identifying the schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent residential land uses so that construction activities are scheduled to minimize noise disturbance. The plan shall implement, but not be limited to, the following available control measures to reduce construction noise levels as low as practical:

1. Construction activities shall be limited to the hours between 8:00 AM and 5:00 PM, Monday through Saturday. No construction activities should occur on Sundays or federal Holidays (consistent with General Plan Policy 12-P-9 and as approved by the City Engineer and Chief Building Official);

2. Equip all internal combustion engine-driven equipment with mufflers, which are in good condition and appropriate for the equipment;

3. Prohibit all unnecessary idling of internal combustion engines;

4. Utilize “quiet” models of air compressors and other stationary noise sources where technology exists;

5. Locate all stationary noise-generating equipment, such as air compressors and portable power generators as far away as possible from adjacent residential land uses;

6. Locate construction staging areas and construction material storage areas as far away as possible from adjacent residential land uses;

7. Designate a “Disturbance Coordinator” who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (i.e. starting work too early) and would require that reasonable measures warranted to correct the problem be implemented. Conspicuously post a telephone number for the disturbance coordinator for the construction site and include the telephone number in the notice sent to neighbors regarding the construction schedule; and

8. Hold a preconstruction meeting with job inspectors and the general

contractor/on-site project manager to confirm that noise mitigation and practices (including construction hours, construction schedule and noise coordinator) are complied with.

	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?	☐	☐	☐	☑

No Impact. The Project site is not located within an Airport Land Use Plan nor is it located within two miles of an airport. (Contra Costa County Airports, 2017) [9]

	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 expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☑

No Impact. The Project site is not located within the vicinity of a private airstrip. (Contra Costa County Airports, 2017)

13. Population and Housing:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project 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)?	☐	☐	☑	☐

Less Than Significant Impact. The most recent census estimates for family size in the City of Pittsburg are 3.27 persons per household (U.S. Census Bureau, 2017). [20] Given the proposed number of units (57), the development has the potential to increase the population of Pittsburg by 186 people. According to the 2016 census estimates, the total population of the City of Pittsburg was 70,679 (U.S. Census, 2017) [21] thus the proposed Project would increase the City's population by 0.26 percent. As a result, the potential population increase is considered less than significant. As an infill site, no extension of roads would be necessary to facilitate redevelopment of the Project site. Off-site drainage, water, and sewer lines will be replaced or constructed for the project, but they do not induce substantial population growth as the site is an infill site.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☑

No Impact. There are no existing residential units on the site and therefore there would be no impacts necessitating the construction of replacement units elsewhere.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☑

No Impact. See Initial Study Section 13.b above.

14. Public Services:

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

Less Than Significant Impact with Mitigation. Station 87 at 1903 Railroad Avenue is 0.7 miles from the Project site. While the construction of the Project could result in increased risk of fire in the area due to the construction of new structures and additional people residing on the site, the proximity of the site to the fire station would ensure that the Project would not cause an increase in response time and would not significantly impact acceptable service ratios for the surrounding fire stations. The Contra Costa County Fire Protection District (CCCFPD) has established standard requirements for developer fees related to building permits, a one-time assessment that funds the Fire District equipment and other improvements, and Benefit Assessment District fees which support the Fire District staffing. Payment of these fees and the following mitigation measures would reduce the potential impact related to fire protection services to a level of less than significant.

<u>Impacts and Mitigation Measures:</u>

- **Impact PS-1:** Ongoing funding of services could overburden City resources.

- **Mitigation Measure PS-1:** Prior to issuance of any engineering or building permits, whichever permit is eligible to be issued first, the applicant shall deliver written confirmation that the owner of the property has elected to annex the property into the Community Facilities District (CFD) 2017-1 (Fire Safety Services).

The CFD provides funding for increased fire protection and emergency services in the project area.

Annexation of the property to the City's Community Facilities District (CFD) 2017-1 would mitigate potential impact related to the additional demand for fire protection services.

- **Impact PS-2:** Project access limitations and insufficient water supply would create safety issues.

- **Mitigation Measure PS-2**: The 20-foot-wide access roadways that branch off of Liberty Court shall have signs posted or curbs painted red with the words "*NO PARKING — FIRE LANE"* clearly marked on both sides of the roadway.

- **Mitigation Measure PS-3:** Emergency apparatus access roadways and hydrants are required to be installed, in service, and inspected by the CCCFPD prior to construction or combustible storage on site. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.

- **Mitigation Measure PS-4:** The developer shall provide an adequate and reliable water supply for fire protection with a minimum fire flow of 1,000 gallons per minute. Required flow must be delivered from not more than one (1) hydrant flowing for a duration of 120 minutes while maintaining 20 pounds residual pressure in the main. The developer shall submit a minimum of two (2) copies of site improvement plans indicating proposed hydrant locations and fire apparatus access for review and approval prior to obtaining a building permit. Final placement of hydrants shall be determined by the CCCFPD.

- **Mitigation Measure PS-5:** All proposed homes shall be protected with an approved automatic fire sprinkler system complying with the 2016 edition of the National Fire Protection Association (NFPA) standard 13D or Section R313.3 of the 2016 California Residential Code. The developer shall submit a minimum of two (2) sets of plans to CCCFPD for review and approval prior to installation.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
2) Police protection?	☐	☑	☐	☐

Less Than Significant Impact with Mitigation. The City of Pittsburg General Plan Health and Safety Element Policy No. 10-P-39 establishes a desired ratio of 1.8 sworn police officers per 1,000 residents. According to the 2016 census estimates, the total population of the City of Pittsburg was 70,679. The proposed units have the potential to increase the population of Pittsburg by 186 people. (57 multiplied by an average household size of 3.27).

Impacts and Mitigation Measures:

- **Impact PS-6:** The increase in demand for police services could overburden City resources, resulting in a potentially significant impact.

- **Mitigation Measure PS-6:** Prior to issuance of any engineering or building permits, whichever permit is eligible to be issued first, the applicant shall deliver written confirmation that the owner of the property has elected to annex the property into the Community Facilities District (CFD) 2005-1 (Public Safety Service). The CFD provides funding for increased police coverage in the project area.

Annexation of the property to the City's Community Facilities District (CFD) 2005-1 would mitigate potential impact related to the additional demand for police services.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3) Schools?	☐	☐	☑	☐

Less Than Significant Impact. Development of the proposed Project would require that the applicant pay school development fees as dictated by State law, prior to the issuance of building permits. The maximum developer fees that the Pittsburg Unified School District (PUSD) currently collects are $2.63 per square foot for new residential construction. According to Government Code Section 65996, payment of such fees constitutes full mitigation of any school impacts under CEQA. Therefore, any resulting increase in school enrollment would be offset by the required payment of PUSD's development fees. This impact is considered less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
4) Parks?	☐	☐	☑	☐

Less Than Significant Impact. Future development of the Project site with residential uses would result in additional people living in the City, thereby increasing demand for park services. PMC chapter 17.32, Dedication and Reservations, and PMC section 18.50.125.B, Parkland Dedication, sets forth detailed requirements for parkland dedication or fee in lieu of parkland dedication, for residential subdivisions, condominiums, and single-parcel residential developments. PMC section 17.32.020 also describes the criteria for combining fees and dedication as well as credits for private open space. These requirements are standard conditions of project approval, and as such, would be adequate to mitigate potential impacts related to increased demand for public open space. This impact is considered less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
5) Other public facilities?	☐	☐	☑	☐

No Impact. The Project property is within the City's Landscape and Lighting District and there are no other foreseeable governmental services that would be necessary to serve the Project, therefore there would be no Project-related impacts to other public facilities.

15. Recreation:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☑	☐

Less Than Significant Impact. Future development of the Project with residential uses would result in additional people living in the City, thereby increasing demand for park services. PMC Chapter 17.32.020.D [3] sets forth the requirements for parkland dedication. The applicant must dedicate land or pay a fee, or dedicate land and pay a fee in combination as provided by PMC 17.32.020(D). Fees required pursuant to this subsection are calculated according to a schedule adopted by the City Council by resolution or ordinance and are payable at the time a building permit is issued. Compliance with PMC Chapter 17.32.020 would ensure that impacts to City parks from additional usage are adequately addressed, and no additional Project-specific mitigation is necessary.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☑	☐

Less Than Significant Impact. The proposed Project would include a small park providing recreation facilities for young children. Development of the Project would require payment of fees or dedication of parkland in accordance with municipal codes requirements as noted under Initial Study Section 15.a above. This impact is considered less than significant.

16. Transportation/Traffic:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project exceed the capacity of the existing circulation system, based on an applicable measure of effectiveness (as designated in a general plan policy, ordinance, etc.), taking into account all relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☑	☐

Less Than Significant Impact. General Plan Policy 3-P-4 requires the preparation of a traffic impact analysis for projects that would generate 100 or more net new peak hour vehicle trips. Based on the published trip generation rates in the *Institute of Transportation Engineers* (*ITE) Trip Generation Manual*, *10th Edition,* the City's traffic engineer determined that the project would not exceed this threshold and therefore no traffic impact analysis is required.

Furthermore, Abrams Associates Traffic Engineering, Inc. *Trip Generation and Parking Analysis for the Proposed Liberty Residential Subdivision in the City of Pittsburg,* [40] notes that the Project is forecast to generate 42 trips during the AM peak hour and 56 trips during the PM peak hour. Because the project will not generate 100 or more net new peak hour vehicle trips, its impact to the existing circulation system is considered less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or	☐	☐	☑	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
other standards established by the county congestion management agency for designated roads or highways?				

Less than Significant Impact. See Initial Study Section 16.a, above.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result in substantial safety risks?	☐	☐	☐	☑

No Impact. The Project site is not located within an airport land use plan nor is it located within two miles of an airport (Contra Costa County Airports, 2017).[9]

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☑	☐	☐

Less than Significant Impact with Mitigation. As part of the *Trip Generation and Parking Analysis,* an analysis of traffic operations was prepared for the main entrance for the AM and PM peak hours of commute traffic. The existing operational conditions at the intersection were evaluated according to the requirements set forth by the City of Pittsburg. Analysis of traffic operations was conducted using the 2010 Highway Capacity Manual (HCM) Level of Service (LOS) methodology with Synchro software. For unsignalized intersections, such as the proposed project entrance with Moose Way and Central Avenue, the average control delay and LOS operating conditions are

calculated by approach (e.g., northbound) and movement (e.g., northbound left-turn) for those movements that are subject to delay. Operating conditions for unsignalized intersections are presented for the worst approach. Based on the Syncho analysis of existing and existing plus project conditions the westbound left turn movement into the proposed project is forecast to have an average queue of less than one vehicle during both the AM and PM peak hours. However, due to the random arrival nature of traffic it was recommended that a minimum storage length of 60 feet be provided to ensure the planned left turn lane will be able to accommodate at least two vehicles.

Impacts and Mitigation Measures:

- **Impact TRANS-1:** The westbound left turn movement into the proposed project is forecast to have an average queue of less than one vehicle during both the AM and PM peak hours. However, the random arrival nature of traffic may necessitate additional vehicle storage than currently provided.

- **Mitigation Measure TRANS-1:** The applicant shall provide a left turn lane into the Project site and ensure that it is long enough to accommodate at least two vehicles (60 feet). The left turn lane shall be included on the improvement plans and reviewed and approved by the City Engineer prior to issuance of an engineering permit.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Would the project Result in inadequate emergency access?	☐	☐	☑	☐

Less Than Significant. Development of the Project site would require compliance with all building, fire, and safety codes and would be subject to review and approval by the City of Pittsburg Engineering Division, Public Works Department, and the CCCFD. Required review by these departments would ensure that the proposed circulation system for the Project site would provide adequate emergency access. Refer also to Initial Study Section 14.a Public Services above.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	☐	☐	☑	☐

Less than significant Impact. The proposed Project will either provide or take advantage of existing pedestrian, bicycle, and mass transit facilities and will, therefore, be consistent with adopted policies, plans, or programs supporting alternative modes of transportation. The project will be required to provide new 10-foot sidewalks along Central Avenue and six-foot sidewalks along Liberty Court to encourage pedestrian travel between the subdivision and surrounding areas. The Project will also be bicycle-friendly, in that there are existing Class II bicycle lanes along Central Avenue and bicycle racks will be incorporated into each garage. Bus stops for Tri Delta Transit [19] bus routes 381, 392, and 394 are located on Railroad Avenue about a half-block west of the subdivision. The Project is also located within biking distance of the new Pittsburg Center BART station.

17. Utilities and Service Systems:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☑	☐

Less Than Significant. Wastewater services are provided by the City of Pittsburg and Delta Diablo [38] The City owns and operates the local sewage collection system. The City's collection system consists of approximately 96 miles of sewer lines. Wastewater from the proposed Project would consist of sanitary flow which would be conveyed by public sanitary sewer lines underground to the Delta Diablo wastewater plant for treatment. This plant is located north of the Pittsburg-Antioch Highway. The plant has the permitted capacity to treat 19.5 million gallons of sewage per day (mgd). In 2014, the average dry weather influent to the treatment plant was 12.9 mgd, or 66% of capacity. Therefore, flows from the proposed Project are not anticipated to result in the treatment plant exceeding its treatment requirements of the applicable Regional Water Quality Control Board (RWQCB). The proposed Project would have a less than significant impact on wastewater treatment facilities since it would utilize existing wastewater treatment capacity from a permitted connection.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Would the project 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?	☐	☐	☐	☑

Less Than Significant Impact. The proposed Project would utilize existing water and wastewater treatment facilities.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Would the project 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?	☐	☐	☑	☐

Less Than Significant. As discussed in Initial Study Section 9.a, the proposed project is a C.3 regulated project and is required to include appropriate site design measures, source controls, and hydraulically-sized stormwater treatment measures. The construction of these facilities are required under the Countywide NPDES permit to minimize pollutants entering the storm drain system.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☑	☐

Less Than Significant. The City of Pittsburg is a water purveyor that obtains the majority of its potable water supply under a wholesale contract with Contra Costa Water District (CCWD). This water is diverted as raw water from CCWD's Contra Costa Canal. The remainder of the potable water supply is obtained from the City's two groundwater wells. In 2015, 87% of the City's potable supply was provided by CCWD and 13% was from local groundwater wells. The City's potable water use for 2015 was 8,772 acre-feet per year (AFY), more than 7% lower than the projected water use from the 2010 UWMP. The City operates its own water treatment plant and associated infrastructure which primarily serves customers within City limits. (City of Pittsburg 2015 Urban Water Management Plan.) [16]

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☑	☐

Less Than Significant. The Project site is within the Delta Diablo service boundary and as such, Delta Diablo would provide wastewater treatment for the proposed Project. Delta Diablo has an average dry weather design capacity to provide secondary treatment for 16.5 mgd. (Delta Diablo, 2017). [38] Delta Diablo sets forth the required fees for connection to Delta Diablo's facilities, including a Capital Facilities Capacity Charge and Pro-rated sewer charge.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☑	☐

Less Than Significant. The proposed Project would be served by Pittsburg Disposal Service, which provides solid waste pick-up and disposal services to most of the city. Solid waste generated within the City of Pittsburg is disposed of at the Keller Canyon landfill. The Keller Canyon landfill has a permitted capacity of 75 million cubic yards, with 12 million cubic yards (16 percent) used and 63 cubic yards (84 percent) remaining. (CalRecycle, 2017) [32, 33] Therefore, the potential impact related to solid waste disposal needs would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
g) Would the project comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☑

No Impact. The proposed project is not a class of project that is generally recognized as having a potential to violate applicable statutes and regulations related to solid waste; therefore, there would be not impact.

18. Mandatory Findings of Significance:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☑	☐

Less Than Significant Impact. The Project has very low 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 or 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.

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

Less Than Significant Impact. The Project would not have impacts that are individually limited, or cumulatively considerable. The Project site was previously developed. Over time, the surrounding area has been developed. The Project would be an infill development. With the exception of existing sewer and water main lines which will be upgraded by the developer, the existing public infrastructure is adequate to serve this development.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☑	☐

Less Than Significant Impact. The Project does not have the potential for environmental effects that could cause substantial adverse effects on human beings, either directly or indirectly, other than those addressed in the preceding sections of this Initial Study Checklist. As described in the preceding sections of this Initial Study Checklist, the Project would have no impact or less than a significant impact on agriculture and forest resources, greenhouse gas emissions, hazards and hazardous materials, land use and planning, mineral resources, population and housing, and recreation. With recommended mitigation measures contained in this Initial Study Checklist, the proposed Project would have less than significant impacts related to

aesthetics, air quality, biological resources, cultural resources, geology and soils, hydrology and water quality, noise, public services, transportation and utilities, and service systems. The Project is anticipated to provide an overall environmental benefit through the removal of a vacant, outdated facility and construction of new housing units located in proximity to multi-modal transportation.

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Exhibit B of Resolution No. 18-
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
AE-1: The proposed project would introduce new sources of exterior light which could adversely affect nighttime views by increasing the amount of glare, skyglow, light trespass, and light clutter in the neighborhood.	**Street Lights (Measure AE-1):** The design of the street lights shall be down-focused and indicated on the final development plan to be submitted. A street light plan shall be submitted to the City for review and approval prior to approval of the Project's improvement plans.	Applicant and City of Pittsburg Community Development Services Department	Prior to approval of improvement plans	
AQ-1: Air quality and fugitive dust-related impacts associated with grading and new construction could result in a significant impact.	**Construction BMPs (Measure AQ-1 and 2):** The contractor shall implement the following best management practices (BMPs) during construction of the Project: • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day and as needed during windy areas to keep site free of airborne dust from construction activities. 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 and feasible. Building pads shall be laid as soon as possible and feasible, as well, after grading unless seeding or soil binders are used. • Idling times shall be minimized either by	Applicant and City of Pittsburg Community Development Services Department	During construction	

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	shutting equipment off when not in use or reducing the maximum idling time to 5 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. • 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. • A publicly visible sign shall be posted with the name and telephone number for the contact at the Lead Agency for dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. • All diesel-powered mobile equipment larger than 50 horsepower (e.g. loaders, excavators, or graders) and operating on the site for more than two days consecutively shall meet U.S. Environmental Protection Agency (U.S. EPA) particulate matter emissions standards for Tier 2 engines or equivalent; or alternative measures such as the use of alternative-powered equipment (e.g. LPG-powered forklifts), alternative fuels (e.g. biofuels), added exhaust devices, or a combination of measures, provided that these measures are approved by the City of Pittsburg;			

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	• All diesel-powered portable equipment (e.g. generators and compressors) operating on the site for more than two days consecutively shall meet U.S. EPA particulate matter emissions standards for Tier 4 engines or equivalent; or the construction contractor shall use alternative-powered equipment (e.g. LPG-powered forklifts), alternative fuels (e.g. biofuels), added exhaust devices, or a combination of measures, provided that these measures are approved by the City of Pittsburg; • Line power shall be provided to the site during the building construction phases to minimize diesel-powered generator use; and • Equipment hours of operation shall be minimized including the use of idling restrictions.			
BIO-1 through BIO-5: A majority of the Project site is identified as ruderal land in the adopted ECC HCP/NCCP. While there is a low probability, the potential for burrowing owls exists.	**Take Authorization (Measure BIO-1):** The applicant is required to obtain permit coverage under the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan ("ECCC HCP/NCCP"). All applicable standard avoidance and minimization measures of the ECCC HCP/NCCP, as outlined in the draft Planning Survey Report (PSR) dated June 6, 2017, are incorporated as additional mitigations. With the incorporation of these mitigations, the project will be eligible to receive take authorization under the City's incidental take permit from the United States Fish and Wildlife Service (USFWS) issued pursuant to Section 10(a)(1)(B) of the	Applicant and City of Pittsburg Community Development Services Department	Prior to issuance of any engineering or building permits	

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	Federal Endangered Species Act (permit number: TE 160958-0) and the City's incidental take permit from the California Department of Fish and Wildlife (CDFW) issued pursuant to California Fish and Wildlife Code Section 2835 (permit number 2835-2007-01-03).			
	ECC HCP/NCCP Development Fees (Measure BIO-2): Prior to the issuance of grading or construction permits for the project site, the applicant shall pay the final required ECCC HCP/NCCP development fee in effect for Zone I, in compliance with PMC Section 15.108.070 (note that the fee is subject to annual adjustments, in accordance with Chapter 9.3.1 of the ECCC HCP/NCCP). The final fee shall be paid for approximately 4.24 acres of land to be permanently disturbed, as identified in the draft PSR, which is subject to final review and approval by the Pittsburg Community Development Department.	Applicant and City of Pittsburg Community Development Services Department	Prior to issuance of grading or construction permits	
	Preconstruction Surveys for Burrowing Owl (Measure BIO-3): Prior to any ground disturbance related to covered activities, a USFWS/CDFW-approved biologist shall conduct a preconstruction survey in areas identified in the planning surveys as having potential burrowing owl habitat. The surveys shall establish the presence or absence of Western Burrowing Owl and/or habitat features and evaluate use by owls in accordance with CDFW survey guidelines (California Department of Fish and Game 1995). On the parcel where the activity is proposed, the biologist shall survey the	Applicant and City of Pittsburg Community Development Services Department	Prior to any ground disturbance	

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	proposed disturbance footprint and a 500-foot radius from the perimeter of the proposed footprint to identify burrows and owls. Adjacent parcels under different land ownership shall not be surveyed. Surveys should take place near sunrise or sunset in accordance with CDFW guidelines. All burrows or burrowing owls shall be identified and mapped. Surveys shall take place no more than 30 days prior to construction. During the breeding season (February 1– August 31), surveys shall document whether burrowing owls are nesting in or directly adjacent to disturbance areas. During the nonbreeding season (September 1–January 31), surveys shall document whether burrowing owls are using habitat in or directly adjacent to any disturbance area. Survey results shall be valid only for the season (breeding or nonbreeding) during which the survey is conducted. Copies of both surveys shall be submitted to ECCC Habitat Conservancy and the City for review and approval.			
	Avoidance and Minimization and Construction Monitoring for Burrowing Owl (Measure BIO-4): If burrowing owls are found during the breeding season (February 1–August 31), the project proponent shall avoid all nest sites that could be disturbed by project construction during the remainder of the breeding season or while the nest is occupied by adults or young. Avoidance shall include establishment of a non- disturbance buffer zone (described below). Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun	Applicant and City of Pittsburg Community Development Services Department	During construction	

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the nonbreeding season (September 1– January 31), the project proponent should avoid the owls and the burrows they are using, if possible. Avoidance shall include the establishment of a buffer zone (described below). During the breeding season, buffer zones of at least 250 feet in which no construction activities can occur shall be established around each occupied burrow (nest site). Buffer zones of 160 feet shall be established around each burrow being used during the nonbreeding season. The buffers shall be delineated by highly visible, temporary construction fencing. If occupied burrows for burrowing owls are not avoided, passive relocation shall be implemented. 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. These doors should be in place for 48 hours prior to excavation. The project area should be monitored daily for a week to confirm that the owl has abandoned the burrow. Whenever possible burrows should be excavated using hand tools and refilled to prevent reoccupation (California Department of Fish and Game 1995). Plastic tubing or a similar structure should be inserted in the tunnels during excavation to maintain an escape route for any owls inside the burrow.			

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	Replacement Tree In-Lieu Fees (Measure BIO-5): Prior to the removal of a protected tree, the applicant shall select one of the following options for compliance with PMC section 18.84.885: a) replacement of the removed trees at a four-to-one ratio with 24-inch box trees; b) replacement of the trees at a twelve-to-one ration with 15-gallon trees; c) payment of in-lieu fees equal to the replacement trees' value, installation costs and one year of maintenance costs, as calculated with a twelve-to-one ratio of 15-gallon trees; or d) a combination of replacement and payment of in-lieu fees.	Applicant and City of Pittsburg Community Development Services Department	Prior to removal of a protected tree	
CR-1: Due to the previous development on the site the potential for buried remains and artifacts is low, however the following mitigation measure assures compliance with the National Historic Preservation Act of 1966.	**Archaeological Resource Discovery (Measure CR-1):** Construction shift foremen, excavation equipment operators and other construction workers with responsibility for observing construction excavations shall be instructed by a representative of the Owner or its contractor to be observant for the potential occurrence of archaeological resources in the geologic materials encountered, and shall be instructed and authorized to halt excavation in the area immediately and notify the Project Owner's representative if such resources are discovered. In the event of a discovery, the City shall be promptly notified and work in the area shall cease until the discovery is evaluated by a qualified cultural resource specialist. If evaluation by a qualified cultural resource specialist indicates that the discovery may be significant, then excavation in the area shall be continued only as directed by a qualified cultural resource specialist and in a manner allowing for collection of significant	Applicant and City of Pittsburg Community Development Services Department	During construction	

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	resources and information that may otherwise be affected by the Project, including development of a Research Design and Data Recovery Program if needed to mitigate impacts. If cultural artifacts are collected they shall be cataloged and curated with an appropriate institution. A final monitoring report shall be prepared if significant cultural resources are discovered.			
GEO-1: Liquefaction during an earthquake can cause significant damage to people and structures.	**Liquefaction Evaluation (Measure GEO-1):** A complete liquefaction evaluation shall be performed as a part of the design-level geotechnical investigation. The liquefaction evaluation shall be submitted with the design level geotechnical study when the grading plans are submitted.	Applicant and City of Pittsburg Community Development Services Department	Submitted with design level geotechnical study and grading plans	
GEO-2: Because there is a potential for expansive soils on the Project site, there is a potential for structural damage. This creates a substantial risk to life or property.	**Geotechnical Report (Measure GEO-2):** Prior to the approval of improvement plans and issuance of a grading permit, the Applicant shall submit a design-level geotechnical report to the City of Pittsburg Engineering Division for review and approval. The standard City requirements for a design level report include, at a minimum: 1) compaction specifications for on-site soils; 2) road and pavement design; 3) structural foundations; 4) grading practices; 5) erosion/winterization; and 6) expansive/unstable soils.	Applicant and City of Pittsburg Community Development Services Department	Prior to approval of improvement plans and issuance of a grading permit	
HYD-1 through HYD-6: The proposed project is a C.3 regulated project and is required to include appropriate site design measures, source controls, and hydraulically-sized stormwater treatment measures.	**Stormwater Control Plan and Report (Measure HYD-1):** The developer shall submit a complete Stormwater Control Plan and Report for the Liberty Residential Subdivision. The C.3 treatment facilities shall be adequately sized to treat the stormwater runoff from the associated drainage management areas. In the event	Applicant and City of Pittsburg Community Development Services Department	Prior to approval of improvement plans and issuance of a grading permit	

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	it is discovered that the treatment facilities on-site does not provide adequate capacity, the developer shall provide off-site treatment at another facility. The offsite facility shall be retrofitted or constructed to meet current C.3 standards, and provide the equivalent capacity that was infeasible at the on-site facility. The developer may choose to submit and alternative C.3 compliance plan, subject to approval by the City Engineering Division.			
	Consistency with Stormwater Control Plan (Measure HYD-2): Submittal of grading and/or building plans shall be consistent with the approved Stormwater Control Plan. The plans shall include drawings and specifications necessary to implement all measures in the approved Stormwater Control Plan. A copy of a completed "Construction Plan C.3 Checklist", as described in the Stormwater C.3 Guidebook, or an alternative C.3 compliance plan approved by the City Engineering Division, shall be included. Grading and/or building permits, shall not be issued until this condition is met to the satisfaction of the Engineering and Planning Divisions.	Applicant and City of Pittsburg Community Development Services Department	Prior to approval of improvement plans and issuance of a grading permit	
	Stormwater Facility Details (Measure HYD-3): Grading and/or building permit plans (including structural, mechanical, architectural, grading, drainage, site, landscape, and other drawings) shall show the details and methods of construction for site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs,	Applicant and City of Pittsburg Community Development Services Department	Prior to approval of improvement plans and issuance of a grading permit	

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants.			
	Stormwater BMP O&M Plan and Maintenance Agreement (Measure HYD-4): The developer shall submit the final draft of the Stormwater BMP Operation and Maintenance Plan and Operations and Maintenance Agreement for the project's C.3 facilities, or alternative C.3 compliance plan to the Engineering Division for review prior to the first final building permit approval. The developer shall also execute the, which pertain to the transfer of ownership and / or long-term maintenance of stormwater treatment BMPs or hydrograph modification BMPs. The Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans are found on the Contra Costa County Clean Water Program website (www.cccleanwater.org) or the Stormwater C.3 Guidebook.	Applicant and City of Pittsburg Community Development Services Department	Prior to approval of improvement plans and issuance of a grading permit	
	Annexation to CFD 2016-1 (Measure HYD-5): Prior to issuance of any engineering or building permits, whichever permit is eligible to be issued first, the applicant shall deliver written confirmation that the owner of the property has elected to annex the property into the Community Facilities District (CFD) 2016-1 (Maintenance of Project Facilities and Future Annexation Area). The CFD provides funding for on-site project and off-site stormwater treatment facilities.	Applicant and City of Pittsburg Community Development Services Department	Prior to issuance of any engineering or building permits	

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	SWPPP (Measure HYD-6): The developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit two (2) copies to the Engineering Division for review and comment prior to the issuance of a Grading Permit. The SWPPP shall identify Best Management Practices (BMPs) appropriate to the uses conducted on-site to effectively prohibit the entry of pollutants into storm water runoff. The SWPPP measures shall also include erosion control measures to prevent soil, dirt, and debris from entering the storm drain system. The developer shall provide the project WDID number as evidence of having obtained a construction permit from the Regional Water Quality Control Board. If a WDID number has not yet been issued, a copy of the Notice of Intent that was sent to the Regional Water Quality Control Board shall be submitted with the grading permit application.	Applicant and City of Pittsburg Community Development Services Department	Prior to approval of improvement plans and issuance of a grading permit	
NOI-1 through NOI-2: Because residential land uses proposed at the Project site would be exposed to exterior and interior noise levels greater than normally acceptable noise levels standards required by the General Plan, noise impacts to proposed sensitive receptors would be considered potentially significant.	**Acoustical Review and Window Rating (Measure NOI-1):** Prior to the issuance of building permits, a qualified acoustical consultant shall review final site plans, building elevations, and floor plans to confirm that the design results of interior noise levels are reduced to 45 dBA CNEL or lower. The results of the analysis, including the description of the necessary noise control treatments, shall be submitted to the City along with the building plans and approved prior to the issuance of a building permit. All upper-floor windows of residences adjacent to Central Avenue (homes on Lots 1-4 and 54-57) and the UPRR tracks (homes on Lots 24-33) shall be upgraded to a Sound	Applicant and City of Pittsburg Community Development Services Department	Prior to issuance of building permits	

Environmental Impact	**Mitigation Measure**	**Monitoring Responsibility**	**Mitigation Timing**	**Verification** (Signature and Date)
	Transmission Class (STC) rating of 32.			
.	**Forced-Air Mechanical Ventilation (Measure NOI-2):** Prior to the issuance of Building Permits, the applicant shall show on the construction drawings that a suitable form of forced-air mechanical ventilation shall be installed as determined by the City Building Official, for units throughout the site, so that windows can be kept closed at the occupant's discretion to control interior noise and achieve the interior noise standards.	Applicant and City of Pittsburg Community Development Services Department	Prior to issuance of building permits	
NOI-3: Noise from construction activities could contribute to the existing noise environment and have a potential significant impact on adjacent properties.	**Construction Noise (Measure NOI-3):** Prior to the issuance of construction permits, the contractor shall prepare a detailed construction plan identifying the schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent residential land uses so that construction activities are scheduled to minimize noise disturbance. The plan shall implement, but not be limited to, the following available control measures to reduce construction noise levels as low as practical: • Construction activities shall be limited to the hours between 7:00 AM and 5:30 PM, Monday through Friday. Saturday work is subject to approval by the City Engineer. No construction activities should occur on Sundays or federal Holidays (consistent with General Plan Policy 12-P-9 and as approved by the City Engineer and Chief Building Official);	Applicant and City of Pittsburg Community Development Services Department	Prior to issuance of construction permits	

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	• Equip all internal combustion engine-driven equipment with mufflers, which are in good condition and appropriate for the equipment; • Prohibit all unnecessary idling of internal combustion engines; • Utilize “quiet” models of air compressors and other stationary noise sources where technology exists; • Locate all stationary noise-generating equipment, such as air compressors and portable power generators as far away as possible from adjacent residential land uses; • Locate construction staging areas and construction material storage areas as far away as possible from adjacent residential land uses; • Designate a “Disturbance Coordinator” who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (i.e. starting work too early) and would require that reasonable measures warranted to correct the problem be implemented. Conspicuously post a telephone number for the disturbance coordinator for the construction site and include the telephone number in the notice sent to neighbors regarding the construction schedule; and • Hold a preconstruction meeting with job inspectors and the general contractor/on-			

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	site project manager to confirm that noise mitigation and practices (including construction hours, construction schedule and noise coordinator) are complied with.			
PS-1: Ongoing funding of services could overburden City resources.	**Annexation to CFD 2017-1 (Measure PS-1):** Prior to issuance of any engineering or building permits, whichever permit is eligible to be issued first, the applicant shall deliver written confirmation that the owner of the property has elected to annex the property into the Community Facilities District (CFD) 2017-1 (Fire Safety Services). The CFD provides funding for increased fire protection and emergency services in the project area.	Applicant and City of Pittsburg Community Development Services Department	Prior to issuance of any engineering or building permits	
PS-2 through PS-5: Project access limitations and insufficient water supply would create safety issues.	**Fire Lane (Measure PS-2):** The 20-foot-wide access roadways that branch off of Liberty Court shall have signs posted or curbs painted red with the words “NO PARKING — FIRE LANE” clearly marked on both sides of the roadway.	Applicant and Contra Costa County Fire Protection	Prior to issuance of construction permits	
	Emergency Apparatus Access and Hydrants (Measure PS-3): Emergency apparatus access roadways and hydrants are required to be installed, in service, and inspected by the Contra Costa County Fire Protection District (CCCFPD) prior to construction or combustible storage on site. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.	Applicant and Contra Costa County Fire Protection	Prior to issuance of construction permits	

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
	Water Supply for Fire Protection (Measure PS-4): The developer shall provide an adequate and reliable water supply for fire protection with a minimum fire flow of 1,000 gallons per minute. Required flow must be delivered from not more than one (1) hydrant flowing for a duration of 120 minutes while maintaining 20 pounds residual pressure in the main. The developer shall submit a minimum of two (2) copies of site improvement plans indicating proposed hydrant locations and fire apparatus access for review and approval prior to obtaining a building permit. Final placement of hydrants shall be determined by the CCCFPD.	Applicant and Contra Costa County Fire Protection	Prior to issuance of construction permits	
	Fire Sprinklers (Measure PS-5): All proposed homes shall be protected with an approved automatic fire sprinkler system complying with the 2016 edition of the National Fire Protection Association (NFPA) standard 13D or Section R313.3 of the 2016 California Residential Code. The developer shall submit a minimum of two (2) sets of plans to CCCFPD for review and approval prior to installation.	Applicant and Contra Costa County Fire Protection	Prior to issuance of construction permits	
PS-6: The increase in demand for police services requires funding for public safety services.	**Annexation to CFD 2005-1 (Measure PS-6):** Prior to issuance of any engineering or building permits, whichever permit is eligible to be issued first, the applicant shall deliver written confirmation that the owner of the property has elected to annex the property into the Community Facilities District (CFD) 2005-1 (Public Safety Service). The CFD provides funding for increased police coverage in the project area.	Applicant and City of Pittsburg Community Development Services Department	Prior to issuance of construction permits	

Environmental Impact	Mitigation Measure	Monitoring Responsibility	Mitigation Timing	Verification (Signature and Date)
Trans-1: The westbound left turn movement into the proposed project is forecast to have an average queue of less than one vehicle during both the AM and PM peak hours. However, the random arrival nature of traffic may necessitate additional vehicle storage than currently provided.	**Left Turn Lane into Subdivision (Measure TRANS-1):** The applicant shall provide a left turn lane into the Project site and ensure that it is long enough to accommodate at least two vehicles (60 feet). The left turn lane shall be included on the improvement plans and reviewed and approved by the City Engineer prior to issuance of an engineering permit.	Applicant and City of Pittsburg Community Development Services Department	Prior to issuance of construction permits	

Fig. 1: Existing General Plan Designations

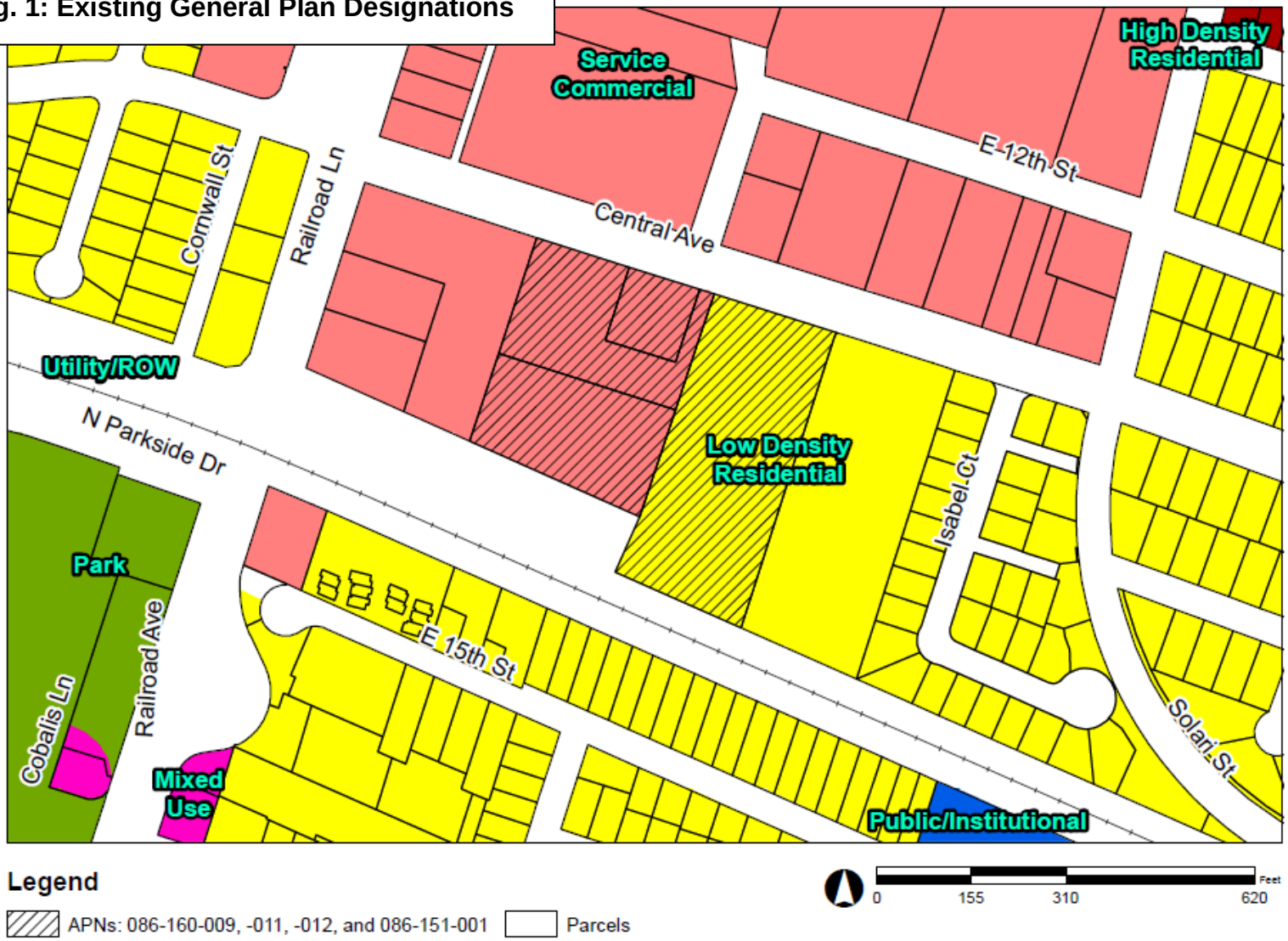
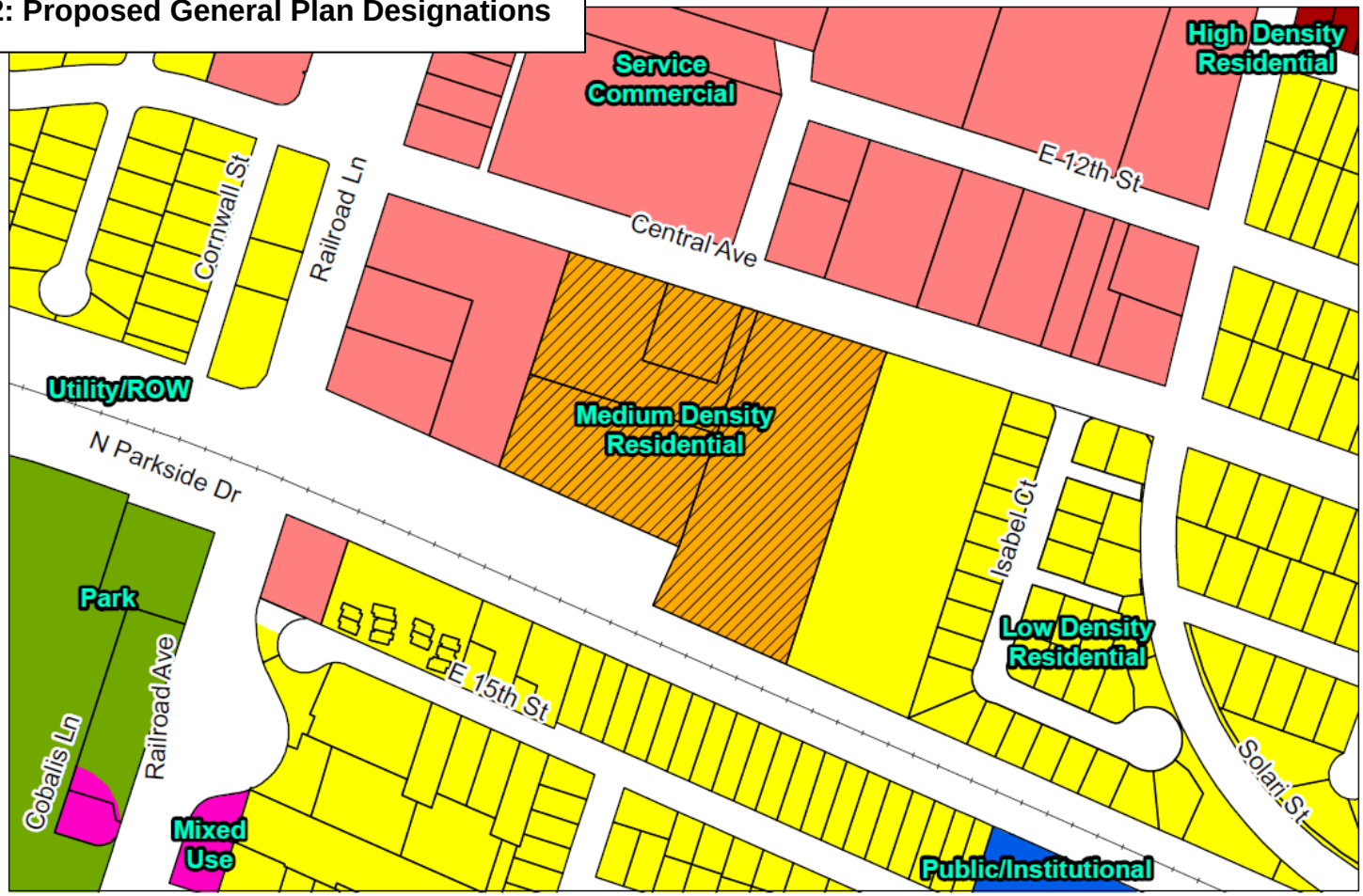


Fig. 2: Proposed General Plan Designations



Legend

APNs: 086-160-009, -011, -012, and 086-151-001 | Parcels

Exhibit D of Resolution No. 18-
Conditions of Approval

Planning Conditions:

1. **Conformity with Project Plans:** The project shall be constructed in substantial conformity with the Vesting Tentative Map for Subdivision 9453 (Sheets 1 through 4) dated May 11, 2017; the Landscape Plans dated June 12, 2017 (Sheets L-1.1 through L-3.4); the Master Plot Plan (Sheet 1) dated May 8, 2017; the Architectural Plans dated February 13, 2017 and revised May 11, 2017; and the Street Elevations dated May 11, 2017, except as hereinafter may be modified. Any major changes to the project plans shall be subject to review and approval by the Planning Commission at the City Planner's discretion.

2. **Contingent Approval:** Approval of the vesting tentative map, design review, and tree removal permit is contingent upon City Council adoption of an ordinance approving a zoning map amendment rezoning the project site from a combination of 'CS (Service Commercial) District' and 'RS-5 (Single-Family Residential) District' to 'PD (Planned Development) District'.

3. **Final Plot Plans:** Final plot plans shall be in substantial conformity with the Master Plot Plan noted above. Minor plot plan rearrangements may be made subject to review and approval by the Planning Division. The developer shall ensure that:

   a) rearrangements shall not result in more than two of the same Plan 1, 2, 3, and 4 house models being located next to one another.

   b) where two of the same house models are placed next to one another, a different elevation (either A, B, or C) and different color scheme shall be applied to each house model.

   c) an A, B, or C elevation shall be repeated no more than twice in each court cluster, irrespective of the floor plan; and

   d) no two adjacent houses shall be of the same elevation (A, B or C).

   e) all individual plot plans submitted to the Community Development Department for review shall note the proposed house plan, elevation, and color scheme, and whether the house plan has been reversed.

4. **Final Architectural Plans:** Final Architectural Plans shall reflect the following modifications, subject to review and approval by the Planning Division:

   a) On Plan 1 (1846), Elevations A through C; Plan 3 (1966), Elevations A through C; and Plan 4 (2034), Elevations A through C; the horizontal siding and brick veneer shall be extended to cover the entire first floor frontage until it intersects with side yard fencing.

b) On Plan 2 (2477), Elevation C, the horizontal siding shall be extended above the second window (from left to right) on the first floor.

c) On all secondary plan elevation sheets, the language “indicates enhancements at Central Avenue Street View” shall be revised to read “indicates enhancements on Lots 1-4, 54-57, 9-10, 18-19, 27, 33-34, 41-42, and 48-49”.

d) Horizontal lap siding, board and batten siding, stone/brick veneer, and ledger details, where indicated on front elevations, shall be extended around all adjacent sides. All base trim details (including brick or stone veneer or stucco pop-outs), located along the bottom portion of the first floor and that wrap around the corner to the left or right side elevation of the house, shall extend all the way to the point at which the fence line intersects the respective side wall and to the foundation line, where applicable. Siding, veneer, or ledger details shall be wrapped around all exposed sides of porch pillars. Trim details shall be included between stucco and lap siding or veneer transitions, where appropriate.

5. **Additional Green Building Features:** The project is required to meet the Residential Mandatory Measures specified under the 2016 California Green Building Standards Code, Part 11. In addition to those measures, the project shall implement the following Residential Voluntary Measures:

a) A4.106.5 Cool roof for reduction of heat island effect
b) A4.106.8 Electric vehicle (EV) charging for new construction

6. **Pre-Wiring Option for Photovoltaic Panels:** The developer shall include, as part of the options package for buyers of single-family houses in the subdivision, an option that offers pre-wiring of the house for photovoltaic (solar) panels. The construction drawings for each plan shall include appropriate electrical and roof framing details as necessary to reflect the option for pre-wiring the houses for roof-mounted photovoltaic panels. The developer shall maintain and make available to all potential buyers, in each sales office, a brochure or list of vendors and installers of solar panels for residential use. A copy of the vendor list/brochure shall be provided to the Planning Division, prior to issuance of the first building permit for construction of a single-family residence.

7. **Final Map:** The Final Map shall reflect the following modifications, subject to review and approval by the Planning Division:

a) The existing sidewalk fronting the project along Central Avenue shall be replaced with a ten-foot-wide sidewalk in accordance with City standard specifications.

b) The Central Avenue frontage shall be striped to provide the optimal number of parallel parking. The striping shall be in accordance with City standard

specifications.

8. **Final Landscape Plans:** The developer shall provide estimated water use calculations with the Final Landscape Plans to show compliance with the City's water efficient landscape ordinance. Final Landscape Plans shall also reflect the following modifications, subject to review and approval by the Planning Division:

   a) A six-foot, decorative masonry wall shall be provided along the entire site perimeter and the full eastern boundary of the pocket park on Parcel E. The walls shall be of solid and durable construction utilizing graffiti resistant coating. Pilasters with a decorative concrete cap shall be incorporated at intervals of 25 feet or less. A decorative wall cap shall also be provided along each wall. Any pilaster visible from Central Avenue, Liberty Court, or Parcel E (pocket park) shall incorporate stone veneer. If both sides of a pilaster are visible from two vantage points, both sides shall incorporate stone veneer.

   b) The developer shall provide walls constructed from concrete block, gravity concrete or similar materials when walls are required between lots and they are equal to or greater than two feet in height.

   c) Pre-emergent herbicide and a weed barrier shall be provided for all planting areas. Planting areas shall receive a three-inch layer of light brown bark mulch dressing.

   d) Mailbox cluster units shall have a black finish.

   e) A black, decorative metal trellis shall be provided over the proposed mailbox cluster units.

   f) Dark green, decorative metal benches shall be provided near the tot lot area in-lieu of the plastic bench specified on the Landscape Plans.

   g) A dark green, decorative metal picnic table shall be provided near the tot lot area in-lieu of the plastic table specified on the Landscape Plans.

   h) At least one dark green, decorative metal trash receptacle shall be provided near the tot lot area.

9. **Installation of Landscaping and Irrigation:** Prior to occupancy of the houses by residents, the developer shall complete installation of landscaping and automatic irrigation systems in street landscape areas and front and corner side yards of respective lots, in accordance with Article VII (Landscaping, Irrigation and Hydroseeding) of PMC Chapter 18.84, or other applicable water efficient landscape ordinance, subject to approval by the Community Development Department. The developer shall provide the irrigation system controller map, programming table, and annual maintenance schedules to new owners upon

sale/transfer of ownership of the residential property from the developer to the buyer. Typical front yard landscaping shall include a minimum of one street tree and one smaller ornamental tree per lot, along with a combination of shrubbery and ground cover. If required landscaping is not completed prior to final inspection and occupancy, the developer shall post a bond to assure that the work is completed to the satisfaction of the City.

10. **Water-Efficient Model Home:** At least one of the model houses built in the development shall demonstrate water-efficient landscaping techniques in accordance with Article 7 of Chapter 18.84 of the Zoning Ordinance. The developer shall make available to potential buyers brochures or other written or graphic media that informs visitors and potential buyers about the principles of water-efficient landscapes, including but not limited to those principles that are described in PMC chapter 18.84, article VII.

11. **Street Lights and Spacing:** The developer shall provide a photometric graph and table to determine the appropriate street light spacing for the project. An approved lighting software program that clearly indicates the Average Luminance/Minimum Luminance Uniformity ratio of the roadway within the project area is to be used for the lighting calculations (see City Standard Detail T-1 for details). The developer shall install single-head decorative luminaire poles with LED decorative ("Acorn") post top light fixtures (as specified on Sheet T-5 of the City of Pittsburg Traffic and Lighting Details), with a height not to exceed 15 feet, throughout the subdivision and private park in accordance with the photometric graph and table.

12. **AC Unit Placement:** Air conditioning units shall be placed along the wall in the rear or side yards with a minimum of three feet unobstructed access around the unit, except that one side of the unit may have less than a three-foot separation between the unit and a wall of the house.

13. **Rooftop Equipment:** Roof vents shall be painted the same color as roofing material to which they are adjacent. Downspouts, side vents, attached utility boxes, and hose bibs shall be painted the same color or colors as the surface or surfaces to which they are adjacent.

14. **Address Identification:** The developer shall install, on each residence, minimum four-inch high, die-cut, block style numbers that contrast with the building façade for address identification purposes. The numbers shall be a satin black finish, and located directly below façade lighting. The construction drawings submitted for each house model shall identify the location of the address box or number(s) on the house façade, along with a detail or keynote that describes how the house number will be illuminated or made identifiable from the street or shared driveways, as applicable.

15. **Refuse Management Plan:** The developer shall prepare a Refuse Management Plan to promote the safe, efficient, and timely pickup of refuse by Mt. Diablo

Resource Recovery. The Plan shall specify: 1) the designated areas for placement of refuse carts; 2) the designated pickup days and timeframes; 3) parking restrictions along designated pickup areas; and 4) the procedure for green waste pickup by the homeowner association's landscape contractor. The Plan shall be submitted to and approved by the Planning Manager prior to issuance of the first building permit. The developer shall provide each prospective home buyer with a disclosure advising them of refuse management plan.

16. **Environmental Mitigation Measures:** The developer shall comply with the environmental impact mitigation measures identified below. Where there may be a conflict between the mitigation measures in this exhibit and the Mitigation Monitoring and Reporting Program, attached as Exhibit B of this resolution, the specific measures of this resolution shall govern.

    a) Street Lights (Measure AE-1): The design of the street lights shall be down-focused and indicated on the final development plan to be submitted. A street light plan shall be submitted to the City for review and approval prior to approval of the Project's improvement plans.

    b) Construction BMPs (Measure AQ-1 and 2): The contractor shall implement the following best management practices (BMPs) during construction of the Project:

        - All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day and as needed during windy areas to keep site free of airborne dust from construction activities. 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 and feasible. Building pads shall be laid as soon as possible and feasible, as well, after grading unless seeding or soil binders are used.

        - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 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.

- 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.

- A publicly visible sign shall be posted with the name and telephone number for the contact at the Lead Agency for dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

- All diesel-powered mobile equipment larger than 50 horsepower (e.g. loaders, excavators, or graders) and operating on the site for more than two days consecutively shall meet U.S. Environmental Protection Agency (U.S. EPA) particulate matter emissions standards for Tier 2 engines or equivalent; or alternative measures such as the use of alternative-powered equipment (e.g. LPG-powered forklifts), alternative fuels (e.g. biofuels), added exhaust devices, or a combination of measures, provided that these measures are approved by the City of Pittsburg;

- All diesel-powered portable equipment (e.g. generators and compressors) operating on the site for more than two days consecutively shall meet U.S. EPA particulate matter emissions standards for Tier 4 engines or equivalent; or the construction contractor shall use alternative-powered equipment (e.g. LPG-powered forklifts), alternative fuels (e.g. biofuels), added exhaust devices, or a combination of measures, provided that these measures are approved by the City of Pittsburg;

- Line power shall be provided to the site during the building construction phases to minimize diesel-powered generator use; and

- Equipment hours of operation shall be minimized including the use of idling restrictions.

c) Take Authorization (Measure BIO-1): The applicant is required to obtain permit coverage under the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan ("ECCC HCP/NCCP"). All applicable standard avoidance and minimization measures of the ECCC HCP/NCCP, as outlined in the draft Planning Survey Report (PSR) dated June 6, 2017, are incorporated as additional mitigations. With the incorporation of these mitigations, the project will be eligible to receive take authorization under the City's incidental take permit from the United States Fish and Wildlife Service (USFWS) issued pursuant to Section 10(a)(1)(B) of the Federal Endangered Species Act (permit number: TE 160958-0) and the City's incidental take permit from the California Department of Fish and Wildlife (CDFW) issued pursuant to California Fish and Wildlife Code Section

2835 (permit number 2835-2007-01-03).

d) ECC HCP/NCCP Development Fees (Measure BIO-2): Prior to the issuance of grading or construction permits for the project site, the applicant shall pay the final required ECCC HCP/NCCP development fee in effect for Zone I, in compliance with PMC Section 15.108.070 (note that the fee is subject to annual adjustments, in accordance with Chapter 9.3.1 of the ECCC HCP/NCCP). The final fee shall be paid for approximately 4.24 acres of land to be permanently disturbed, as identified in the draft PSR, which is subject to final review and approval by the Pittsburg Community Development Department.

e) Preconstruction Surveys for Burrowing Owl (Measure BIO-3): Prior to any ground disturbance related to covered activities, a USFWS/CDFW-approved biologist shall conduct a preconstruction survey in areas identified in the planning surveys as having potential burrowing owl habitat. The surveys shall establish the presence or absence of Western Burrowing Owl and/or habitat features and evaluate use by owls in accordance with CDFW survey guidelines (California Department of Fish and Game 1995).

   On the parcel where the activity is proposed, the biologist shall survey the proposed disturbance footprint and a 500-foot radius from the perimeter of the proposed footprint to identify burrows and owls. Adjacent parcels under different land ownership shall not be surveyed. Surveys should take place near sunrise or sunset in accordance with CDFW guidelines. All burrows or burrowing owls shall be identified and mapped. Surveys shall take place no more than 30 days prior to construction. During the breeding season (February 1– August 31), surveys shall document whether burrowing owls are nesting in or directly adjacent to disturbance areas. During the nonbreeding season (September 1–January 31), surveys shall document whether burrowing owls are using habitat in or directly adjacent to any disturbance area. Survey results shall be valid only for the season (breeding or nonbreeding) during which the survey is conducted. Copies of both surveys shall be submitted to ECCC Habitat Conservancy and the City for review and approval.

f) Avoidance and Minimization and Construction Monitoring for Burrowing Owl (Measure BIO-4): If burrowing owls are found during the breeding season (February 1–August 31), the project proponent shall avoid all nest sites that could be disturbed by project construction during the remainder of the breeding season or while the nest is occupied by adults or young. Avoidance shall include establishment of a non- disturbance buffer zone (described below). Construction may occur during the breeding season if a qualified biologist monitors the nest and determines that the birds have not begun egg-laying and incubation or that the juveniles from the occupied burrows have fledged. During the nonbreeding season (September 1– January 31), the

project proponent should avoid the owls and the burrows they are using, if possible. Avoidance shall include the establishment of a buffer zone (described below).

During the breeding season, buffer zones of at least 250 feet in which no construction activities can occur shall be established around each occupied burrow (nest site). Buffer zones of 160 feet shall be established around each burrow being used during the nonbreeding season. The buffers shall be delineated by highly visible, temporary construction fencing.

If occupied burrows for burrowing owls are not avoided, passive relocation shall be implemented. 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. These doors should be in place for 48 hours prior to excavation. The project area should be monitored daily for a week to confirm that the owl has abandoned the burrow. Whenever possible burrows should be excavated using hand tools and refilled to prevent reoccupation (California Department of Fish and Game 1995). Plastic tubing or a similar structure should be inserted in the tunnels during excavation to maintain an escape route for any owls inside the burrow.

g) Replacement Tree In-Lieu Fees (Measure BIO-5): Prior to the removal of a protected tree, the applicant shall select one of the following options for compliance with PMC section 18.84.885: a) replacement of the removed trees at a four-to-one ratio with 24-inch box trees; b) replacement of the trees at a twelve-to-one ration with 15-gallon trees; c) payment of in-lieu fees equal to the replacement trees' value, installation costs and one year of maintenance costs, as calculated with a twelve-to-one ratio of 15-gallon trees; or d) a combination of replacement and payment of in-lieu fees.

h) Archaeological Resource Discovery (Measure CR-1): Construction shift foremen, excavation equipment operators and other construction workers with responsibility for observing construction excavations shall be instructed by a representative of the Owner or its contractor to be observant for the potential occurrence of archaeological resources in the geologic materials encountered, and shall be instructed and authorized to halt excavation in the area immediately and notify the Project Owner's representative if such resources are discovered. In the event of a discovery, the City shall be promptly notified and work in the area shall cease until the discovery is evaluated by a qualified cultural resource specialist. If evaluation by a qualified cultural resource specialist indicates that the discovery may be significant, then excavation in the area shall be continued only as directed by a qualified cultural resource specialist and in a manner allowing for collection of significant resources and information that may otherwise be affected by the Project, including development of a Research Design and Data Recovery Program if needed to mitigate impacts. If cultural artifacts are collected they

shall be cataloged and curated with an appropriate institution. A final monitoring report shall be prepared if significant cultural resources are discovered.

i) Liquefaction Evaluation (Measure GEO-1): A complete liquefaction evaluation shall be performed as a part of the design-level geotechnical investigation. The liquefaction evaluation shall be submitted with the design level geotechnical study when the grading plans are submitted.

j) Geotechnical Report (Measure GEO-2): Prior to the approval of improvement plans and issuance of a grading permit, the Applicant shall submit a design-level geotechnical report to the City of Pittsburg Engineering Division for review and approval. The standard City requirements for a design level report include, at a minimum: 1) compaction specifications for on-site soils; 2) road and pavement design; 3) structural foundations; 4) grading practices; 5) erosion/winterization; and 6) expansive/unstable soils.

k) Stormwater Control Plan and Report (Measure HYD-1): The developer shall submit a complete Stormwater Control Plan and Report for the Liberty Residential Subdivision. The C.3 treatment facilities shall be adequately sized to treat the stormwater runoff from the associated drainage management areas. In the event it is discovered that the treatment facilities on-site does not provide adequate capacity, the developer shall provide off-site treatment at another facility. The offsite facility shall be retrofitted or constructed to meet current C.3 standards, and provide the equivalent capacity that was infeasible at the on-site facility. The developer may choose to submit and alternative C.3 compliance plan, subject to approval by the City Engineering Division.

l) Consistency with Stormwater Control Plan (Measure HYD-2): Submittal of grading and/or building plans shall be consistent with the approved Stormwater Control Plan. The plans shall include drawings and specifications necessary to implement all measures in the approved Stormwater Control Plan. A copy of a completed “Construction Plan C.3 Checklist”, as described in the Stormwater C.3 Guidebook, or an alternative C.3 compliance plan approved by the City Engineering Division, shall be included. Grading and/or building permits, shall not be issued until this condition is met to the satisfaction of the Engineering and Planning Divisions.

m) Stormwater Facility Details (Measure HYD-3): Grading and/or building permit plans (including structural, mechanical, architectural, grading, drainage, site, landscape, and other drawings) shall show the details and methods of construction for site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants.

n) Stormwater BMP O&M Plan and Maintenance Agreement (Measure HYD-4): The developer shall submit the final draft of the Stormwater BMP Operation and Maintenance Plan and Operations and Maintenance Agreement for the project's C.3 facilities, or alternative C.3 compliance plan to the Engineering Division for review prior to the first final building permit approval. The developer shall also execute the, which pertain to the transfer of ownership and / or long-term maintenance of stormwater treatment BMPs or hydrograph modification BMPs. The Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans are found on the Contra Costa County Clean Water Program website (www.cccleanwater.org) or the Stormwater C.3 Guidebook.

o) Annexation to CFD 2016-1 (Measure HYD-5): Prior to issuance of any engineering or building permits, whichever permit is eligible to be issued first, the applicant shall deliver written confirmation that the owner of the property has elected to annex the property into the Community Facilities District (CFD) 2016-1 (Maintenance of Project Facilities and Future Annexation Area). The CFD provides funding for on-site project and off-site stormwater treatment facilities.

p) SWPPP (Measure HYD-6): The developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit two (2) copies to the Engineering Division for review and comment prior to the issuance of a Grading Permit. The SWPPP shall identify Best Management Practices (BMPs) appropriate to the uses conducted on-site to effectively prohibit the entry of pollutants into storm water runoff. The SWPPP measures shall also include erosion control measures to prevent soil, dirt, and debris from entering the storm drain system. The developer shall provide the project WDID number as evidence of having obtained a construction permit from the Regional Water Quality Control Board. If a WDID number has not yet been issued, a copy of the Notice of Intent that was sent to the Regional Water Quality Control Board shall be submitted with the grading permit application.

q) Acoustical Review and Window Rating (Measure NOI-1): Prior to the issuance of building permits, a qualified acoustical consultant shall review final site plans, building elevations, and floor plans to confirm that the design results of interior noise levels are reduced to 45 dBA CNEL or lower. The results of the analysis, including the description of the necessary noise control treatments, shall be submitted to the City along with the building plans and approved prior to the issuance of a building permit.

   All upper-floor windows of residences adjacent to Central Avenue (homes on Lots 1-4 and 54-57) and the UPRR tracks (homes on Lots 24-33) shall be upgraded to a Sound Transmission Class (STC) rating of 32.

r) Forced-Air Mechanical Ventilation (Measure NOI-2): Prior to the issuance of

Building Permits, the applicant shall show on the construction drawings that a suitable form of forced-air mechanical ventilation shall be installed as determined by the City Building Official, for units throughout the site, so that windows can be kept closed at the occupant's discretion to control interior noise and achieve the interior noise standards.

s) Construction Noise (Measure NOI-3): Prior to the issuance of construction permits, the contractor shall prepare a detailed construction plan identifying the schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent residential land uses so that construction activities are scheduled to minimize noise disturbance. The plan shall implement, but not be limited to, the following available control measures to reduce construction noise levels as low as practical:

- Construction activities shall be limited to the hours between 7:00 AM and 5:30 PM, Monday through Friday. Saturday work is subject to approval by the City Engineer. No construction activities should occur on Sundays or federal Holidays (consistent with General Plan Policy 12-P-9 and as approved by the City Engineer and Chief Building Official);

- Equip all internal combustion engine-driven equipment with mufflers, which are in good condition and appropriate for the equipment;

- Prohibit all unnecessary idling of internal combustion engines;

- Utilize "quiet" models of air compressors and other stationary noise sources where technology exists;

- Locate all stationary noise-generating equipment, such as air compressors and portable power generators as far away as possible from adjacent residential land uses;

- Locate construction staging areas and construction material storage areas as far away as possible from adjacent residential land uses;

- Designate a "Disturbance Coordinator" who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (i.e. starting work too early) and would require that reasonable measures warranted to correct the problem be implemented. Conspicuously post a telephone number for the disturbance coordinator for the construction site and include the telephone number in the notice sent to neighbors regarding the construction schedule; and

- Hold a preconstruction meeting with job inspectors and the general

contractor/on-site project manager to confirm that noise mitigation and practices (including construction hours, construction schedule and noise coordinator) are complied with.

t) Annexation to CFD 2017-1 (Measure PS-1): Prior to issuance of any engineering or building permits, whichever permit is eligible to be issued first, the applicant shall deliver written confirmation that the owner of the property has elected to annex the property into the Community Facilities District (CFD) 2017-1 (Fire Safety Services). The CFD provides funding for increased fire protection and emergency services in the project area.

u) Fire Lane (Measure PS-2): The 20-foot-wide access roadways that branch off of Liberty Court shall have signs posted or curbs painted red with the words “NO PARKING — FIRE LANE” clearly marked on both sides of the roadway.

v) Emergency Apparatus Access and Hydrants (Measure PS-3): Emergency apparatus access roadways and hydrants are required to be installed, in service, and inspected by the Contra Costa County Fire Protection District (CCCFPD) prior to construction or combustible storage on site. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.

w) Water Supply for Fire Protection (Measure PS-4): The developer shall provide an adequate and reliable water supply for fire protection with a minimum fire flow of 1,000 gallons per minute. Required flow must be delivered from not more than one (1) hydrant flowing for a duration of 120 minutes while maintaining 20 pounds residual pressure in the main. The developer shall submit a minimum of two (2) copies of site improvement plans indicating proposed hydrant locations and fire apparatus access for review and approval prior to obtaining a building permit. Final placement of hydrants shall be determined by the CCCFPD.

x) Fire Sprinklers (Measure PS-5): All proposed homes shall be protected with an approved automatic fire sprinkler system complying with the 2016 edition of the National Fire Protection Association (NFPA) standard 13D or Section R313.3 of the 2016 California Residential Code. The developer shall submit a minimum of two (2) sets of plans to CCCFPD for review and approval prior to installation.

y) Annexation to CFD 2005-1 (Measure PS-6): Prior to issuance of any engineering or building permits, whichever permit is eligible to be issued first, the applicant shall deliver written confirmation that the owner of the property has elected to annex the property into the Community Facilities District (CFD) 2005-1 (Public Safety Service). The CFD provides funding for increased police coverage in the project area.

z) Left Turn Lane into Subdivision (Measure TRANS-1): The applicant shall provide a left turn lane into the Project site and ensure that it is long enough to accommodate at least two vehicles (60 feet). The left turn lane shall be included on the improvement plans and reviewed and approved by the City Engineer prior to issuance of an engineering permit.

Engineering Conditions:

17. **Stop Sign:** The developer shall install a stop sign at the point of egress from Liberty Court. The final design and location of the stop signs shall be subject to approval by the City of Pittsburg Engineering Division.

18. **Abutter's Rights:** The developer shall relinquish abutter's rights for all corner lots.

19. **Adequate Capacity:** The developer shall evaluate all existing storm, sewer, and water facilities directly impacted by this project to assure adequate capacity and provide the results to the City to identify any service or supply problems. The cost for installation of additional facilities shall be borne by the developer.

20. **Dedication of Water Services:** All water services shall be dedicated to the City of Pittsburg. The developer shall provide waterline easements for portions of waterlines within motor court parcels. Water services shall be publicly maintained up to the water meter of each parcel.

21. **Water Sampling Station:** The developer shall provide a water sampling station as required by the Public Works Department.

22. **Hazardous Materials Site Assessment:** The developer shall have the site sediment evaluated for polychlorinated biphenyl (PCB) and mercury contamination. If PCB and/or mercury containing materials are found to be present, the developer shall have this material removed and properly disposed of by a licensed contractor. Written documentation of the appropriate removal and disposal of PCB and/or mercury containing material shall be submitted to the Engineering Division prior to the issuance of any site improvement or building permits. The developer further understands that the removal of PCBs and/or mercury containing material shall be performed according to federal or California Law and regulations, including but not limited to the Toxic Substances Control Act or the PCBs regulation at 40 CFD Part 761, and EPA Regulations 40 CFD 761.

23. **Major Subdivision Map Processing Fee**: The developer shall pay a Major Subdivision Map Processing fee according to the following amounts as applicable to the project:

    a) $2,300.00 for 5-50 lots, (plus $800.00 /additional plan checks after third review);

b) $3,000.00 for 51-150 lots, (plus $1,065.00/additional plan checks after third review); or
c) $3,365.00 for 151-250 lots, (plus $1,330.00/additional plan checks after third review).

This fee shall be paid in full to the Engineering Division prior to the City Council's approval of the Final Map.

24. **Improvement Plan Check Fee:** The developer shall pay one half of the total Improvement Plan Check Fee with the initial submittal of Improvement Plans. The Plan Check Fee is based upon the engineer's estimate, which shall also be provided with the initial plans submittal. The current Improvement Plan Check Fee is 3.5% of the engineer's estimate for the cost of the improvements. This initial payment will be applied towards the total fees due for the project. The remaining balance of the fee shall be due payable prior to the issuance of an Engineering Site Development Permit.

    If additional engineering studies are deemed necessary by the City Engineer, i.e. geotechnical, structural, hydraulic, etc., or expedited reviews are requested by the developer, the developer shall pay for all costs related to the extra work. The costs may include the preparation of special studies, additional staff time, and/or reviews of the special studies if studies are prepared by the developer's engineer.

25. **Improvement Inspection Fee:** The developer shall pay an Improvement Inspection Fee according to the following rates as applicable to the project:

    a) 6.5% of the engineer's estimate for projects whose total estimated costs for improvements are less than or equal to $500,000.
    b) 4% of the engineer's estimate for projects whose total estimated costs for improvements are between $500,001 - $5 million.
    c) 3.6% of the engineer's estimate for projects whose total estimated cost for improvements are more than $5 million.

26. **Grading Plan Check Fee:** The developer shall pay one half of the total Grading Plan Check Fee with the initial submittal of Grading Plans. The Grading Plan Check Fee is based upon the engineer's estimate, which shall also be provided with the initial plans submittal. The current Grading Plan Check Fee is 2.5 % of the engineer's estimate for the cost of grading, or per the Grading Fee Table approved by City Council. This initial payment will be applied towards the total fees due for the project. The remaining balance of the fee shall be due payable prior to the issuance of a Grading Permit.

27. **Facilities Reserve Charge:** The developer shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") for water and sewer service in the amounts in effect when the developer obtains a building permit. The developer understands that the current water FRC is described in the

fee schedule approved by Resolution No. 12-11778, effective April 21, 2012, a copy of which is available at the City. The water and sewer FRCs shall be paid prior to the issuance of a building permit.

28. **Local Transportation Mitigation Fee:** The developer shall pay the Local Traffic Mitigation Fee in accordance with PMC Chapter 15.90 to the Engineering Department prior to issuance of a building permit. The developer understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development.

29. **Regional Transportation Development Impact Mitigation Fee:** The developer shall pay the Pittsburg Regional Transportation Development Impact Mitigation Fee (the "PRTDIM"), to the Engineering Division, when obtaining a building permit. The Developer shall fully comply with the Memorandum of Understanding dated June 29, 2010, including payment of the fees referenced therein.

30. **Refundable Deposits:** The developer shall pay the following deposits prior to City Council's approval of the Final Map and Improvement Plans, which are fully refundable at the completion of the project provided that the developer submit the following items at project completion:

    a) $500.00 for Final Map Mylar
    b) $500.00 for As-Built Mylar deposit and electronic file of grading and improvement plans.
    c) A Sanitary Sewer Inspection Deposit of $1,000.00 plus $1.10 per linear foot of sewer main.
    d) A Storm Drain Inspection Deposit of $1,000 plus $1.10 per linear foot of storm drain inspection.

31. **City GIS Fee:** The developer shall pay the City $100 per dwelling unit to update the City Geographic Information System.

32. **NPDES Plan Review Fee:** The developer shall pay an NPDES plan review fee for review of stormwater control plans and processing of closeout agreements and/or review of Storm Water Pollution Prevention Plans (SWPPP). The current fee is:

    a) $3,000 for the first 10,000 sf up to 1st acre (projects with Risk Factor 1)
    b) Flat fee of $3,111/acre plus add an additional $136/acre for projects greater than 1 acre, up to the first 5 acres (projects with Risk Factors 2 or 3)
    c) Add additional $31/acre for projects greater than 5 acres

33. **NPDES Inspection Deposit:** The developer shall comply with one of the following measures:

a) Pay an NPDES inspection deposit for City staff's inspection of C.3 compliant facilities constructed, and/or inspection of construction site for compliance with Best Management Practices in accordance with the City's Municipal Regional Stormwater NPDES Permit.

The current rate is: $12,000 for the first 10,000 square feet up to 1st acre (projects with Risk Factor 1) and $24,000 for projects greater than 1 acre (projects with Risk Factor 2 or 3).

This deposit shall remain in place for the duration of the first year of the project. If the project is completed prior to the project's anniversary, the remaining balance of the deposit will be returned to the developer.

b) Submit an alternative C.3 compliance plan. The alternative C.3 compliance plan shall be subject to approval by the City Engineering Division.

34. **Final Map and Closure Calculations:** The developer shall submit three (3) copies of the Final Map, with closure calculations to the Engineering Division for review and comment prior to City Council's approval of the Final Map and any improvement or grading plans.

35. **Engineering Plans:** The developer shall submit seven (7) sets of engineering plans for review and comment to the Engineering Division. The engineering plans should include but not be limited to the following:

a) Site Plan
b) Grading and Drainage Plan
c) Utilities Plan
d) Landscaping and Irrigation Plan
e) Joint Trench

36. **Record Drawings:** Before project acceptance, the developer shall submit a complete set of record drawings to the Engineering Division, in an acceptable electronic format, that is AutoCAD compatible (including final maps, grading plans, improvement plans, landscaping, irrigation plans, etc.).

<u>Standard Conditions:</u>

37. **Standard Conditions of Development:** The Standard Conditions of Development, as adopted by the Pittsburg Planning Commission by Resolution No. 8931, shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions and the project-specific conditions identified in this resolution, the specific conditions of this resolution shall govern.

38. **Design of Storm Drain, Water, and Sewer Facilities:** The design and

construction of storm drain, water, and sewer facilities shall be in accordance with PMC Section 17.28.020.

39. **Compliance with PMC Title 12, 13, and 15:** All site development shall comply with PMC Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers), and Title 15 (Buildings and Construction) as determined by the City Engineer. Issuance of a site development permit will be required whereby specific engineering requirements will be made as conditions of approval.

40. **Undergrounding of Utilities:** All utility boxes and/or transformers shall be undergrounded. Where undergrounding is deemed infeasible or not recommended by Pacific Gas & Electric (PG&E), utility boxes and/or transformers shall be masked by either faux stone utility box covers or a landscape screen. Screening mechanism shall be approved by the Planning Manager prior to installation.

41. **Other Agency Requirements:** The developer shall comply with all the requirements of the Community Development Department and all other applicable local, state, and federal agencies.

42. **Indemnification:** Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at developer’s sole cost and expense. Developer may select its own legal counsel to represent developer’s interests at developer’s sole cost and expense. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.

43. **Vesting Tentative Map Expiration:** The conditional approval of the Vesting Tentative Map expires 36 months after the adoption of this resolution, in accordance with PMC section 17.20.070(a). The expiration of the map terminates all proceedings and no final or parcel map may be filed without first processing a new tentative map. An extension of approval may be granted by the Planning Commission upon application to the Planning Division before the map expiration date.

44. **Design Review Approval Expiration:** The conditional design review approval of the Vesting Tentative Map for Subdivision 9453, Landscape Plans, Master Plot Plan, and Architectural Plans, and Street Elevations will expire 24 months after the

adoption of this resolution, unless a building permit or grading permit has been issued or a written request for extension is filed with the Planning Division prior to the expiration date and subsequently approved by the Planning Commission. The approval shall be valid for no more than six months from the date of building or grading permit issuance unless work is commenced and diligently pursued prior to the expiration of the building or grading permit.

Attachment 2

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Approving a Zoning Map Amendment and Development Agreement for a 57-Unit, Single-Family Residential Subdivision at 350 Central Avenue, for "Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)."	)	ORDINANCE NO. 18-___

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

SECTION 1. Recitals.

A. On February 22, 2017, Kevin English of Discovery Homes, Inc., filed Planning Application No. AP-17-1229, requesting approval of: 1) a General Plan map amendment changing the project site's land use designation from a combination of 'Service Commercial' and 'Low Density Residential' (1 to 7 d.u./ac) to 'Medium Density Residential' (7 to 14 d.u./ac); 2) a zoning map amendment rezoning the site from a combination of 'CS (Service Commercial) District' and 'RS-5 (Single-Family Residential) District' to 'PD (Planned Development) District'; 3) a vesting tentative map subdividing the 4.98-acre site into 57 lots for detached single-family homes; 4) a development agreement establishing the project's affordable housing and other obligations; 5) design review of architectural and landscape plans; and 6) a tree removal permit allowing the removal of five protected trees. The project site is located at 350 Central Avenue. Assessor's Parcel Nos. 086-160-009, -011, -012, and 086-151-001.

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

C. The proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080). Pursuant to the provisions of the State CEQA Guidelines, an Initial Study was prepared for the Project. Based on the analysis in the study, the Planning Manager determined that potentially significant effects of the project could be lessened through specified mitigations, and subsequently, a Mitigated Negative Declaration was prepared.

D. On April 11, 2018, a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was distributed to the public for a 20-day review, in accordance with CEQA Guidelines section 15105(b). Public distribution of the NOI consisted of delivery to the County Clerk's Office, posting on the City's website, and direct mailing to all interested parties and owners/occupants of the properties directly contiguous with the Project, in accordance with CEQA Guidelines section 15072.

E. Pursuant to PMC sections 18.16.02 and 18.48.030, the City Council, upon recommendation of the Planning Commission, may approve a zoning map amendment if it finds that: 1) the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan; 2) a community need is demonstrated for the change proposed; and 3) its adoption will be in conformity with public convenience, general welfare and good zoning practice.

F. On November 25, 1996, the City Council adopted Resolution No. 96-8371, establishing procedures and requirements for considering, adopting and reviewing development agreements, pursuant to PMC section 18.44.020.

G. Pursuant to Resolution No. 96-8371, the City Council, upon recommendation of the Planning Commission, may approve a development agreement if it finds that: 1) the development agreement is consistent with the General Plan and any applicable specific plan; and 2) the agreement will promote the public health, safety, and general welfare.

H. On May 8, 2018, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10099, recommending approval the requested zoning map amendment and development agreement.

I. On or prior to Friday, May 25, 2018, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.B, C and D, a "Notice of Public Hearing," for the June 4, 2018, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

J. On June 4, 2018, the City Council held a duly-noticed public hearing to: 1) introduce and waive further reading of this ordinance approving the proposed zoning map amendment and development agreement; and 2) adopt resolution approving the proposed mitigated negative declaration, mitigation monitoring and reporting program, General Plan map amendment, vesting tentative map, design review, and tree removal permit, at which time oral and/or written testimony was considered.

SECTION 2. Findings.

A. Based on the City Council Staff Report entitled, "Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving the Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)," dated June 4, 2018, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

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

Zoning Map Amendment:

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

   a. The project will be developed on an infill site, thereby helping the City maintain a compact urban (Goal 2-G-1).

   b. The project will provide medium intensity single-family residential near the Downtown and in an area accessible to transit and services (Goal 2-G-4 and 3-G-3). The project site is within a half-mile distance of the Pittsburg Center BART Station and a quarter-mile of two bus stops located near the intersections of Railroad Avenue/Central Avenue and Harbor Street/Central Avenue (Tri Delta Transit Routes 381 and 387).

   c. The project will expand Pittsburg's housing diversity by providing higher-density single-family development on smaller lots ranging from approximately 2,000 to 4,200 square feet (Goal 2-G-5 and Housing Goal G-1).

   d. The project will utilize a Planned Development (PD) zoning, in part, to achieve a high-quality design outcome (Policy 2-P-5).

   e. The project will provide an 11,724-square-foot pocket park as a community amenity within the planned development (Policy 2-P-6).

   f. The project will pay its share of the costs for the construction of facilities needed to serve the development (Policy 3-P-1, 3-P-13, and 7-P-2). It will comply with conditions of approval requiring payment of the Facilities Reserve Charge, Local Traffic Mitigation Fee (LTMF), and Regional Transportation Development Impact Mitigation Fee (RT-DIM) in accordance with the Pittsburg Municipal Code.

   g. The project will be built in an area where public facilities and infrastructure are already available (Policy 3-P-1).

   h. The existing transportation system has adequate capacity to accommodate the proposed development (Policy 3-P-2). Residents of the proposed development will have multiple transportation options available to them as the site is located near BART, Tri-Delta Transit, and bicycle lanes.

   i. The developer was not required to prepare a traffic impact study because the project is expected to generate under 100 net new peak hour trips (Policy 3-P-5).

j. The project will provide safe and contiguous routes for pedestrians and bicyclists (Policy 3-P-17, 7-P-34, and 7-P-40). There is an existing Class II bicycle lane along Central Avenue and the project will comply with conditions of approval requiring that the sidewalk along the Central Avenue frontage be replaced with a new ten-foot-wide pathway.

k. The project focuses higher-density residential on a site that has been designated as a Priority Development Area under the Metropolitan Transportation Commission and Association of Bay Area Government's FOCUS Program (Policy 3-P-18 and Housing Policy P-1.1 D).

l. The project will promote the development and intensification of the Downtown commercial core as neighborhood retail center by increasing the demand for retail and other amenities (Goal 5-G-2).

m. The project will encourage walking as a regular means of transportation due to the site's proximity to various amenities (Goal 7-G-15). The project site is within a half-mile distance of Marina Vista Elementary School, Pittsburg High School, City Park, John Buckley Square, the Pittsburg Center BART Station, and the Downtown commercial core.

n. The project will provide bicycle racks in each garage for secure bicycle parking (Policy 7-P-45).

o. The project will comply with the development agreement requiring the developer pay an In-Lieu Parkland Dedication Fee in accordance with PMC section 17.32.020.D.2 (Policy 8-P-1, 8-P-5, and 8-P-16).

p. The project will provide a private pocket park that is centrally located and within reasonable walking distance of all homes in the subdivision (Policy 8-P-2).

q. The developer was not encouraged to dedicate a public park because the proposed development includes less than 150 units (Policy 8-P-16).

r. The project will comply with mitigation measures and conditions of approval requiring implementation of a Storm Water Control Plan in compliance with the requirements set forth in the City's most current NPDES permit. Post construction BMPs will be installed throughout the subdivision and an Operations and Maintenance Agreement will be executed by the City and developer for the perpetual maintenance of those BMPs (Goal 9-G-7, Policy 9-P-22, Goal 10-G-8, Policy 10-P-24 and 10-P-30).

s. The project will equitably share the costs associated with providing water and wastewater services to the subdivision through payment of the Pittsburg Facilities Reserve Charge (Policy 11-P-7 and 11-P-18).

t. The project will provide sound walls along the entire site perimeter and will also comply with mitigation measures requiring upper-floor windows of residences adjacent to Central Avenue (homes on Lots 1-4 and 54-57) and the UPRR tracks (homes on Lots 24-23) to be upgraded to a Sound Transmission Class (STC) rating of 32. The proposed sound walls and upper-story windows will help ensure interior noise levels do not exceed 45 dB CNEL (Policy 12-P-6).

u. The project site being rezoned is vacant, underutilized, and deemed appropriate for higher-density residential use given its proximity to schools, parks, transit, and commercial amenities (Housing Element Policy P-1.1 B).

v. The project will provide market-rate housing near Downtown and increase demand for economic activity in nearby shopping centers (Housing Policy P-1.2).

w. Pursuant to the proposed development agreement, the project will provide at least six single-family homes with accessory dwelling units that would allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners (Housing Policy P-1.5).

x. The project will help attain the City's Regional Housing Needs Allocation for moderate and above-moderate income households (Policy P-1.6).

y. The project will comply with conditions of approval requiring construction of quality home designs to ensure future residents will enjoy an attractive living environment (Housing Goal G-5 and Policy P-5.1).

3. There is a community need for the proposed zoning change, in that the amendment will facilitate occupancy of a long-standing vacant site in accordance with the City's housing goals calling for development of a variety of housing types, densities, and prices to balance the City's housing stock and to meet Pittsburg's regional fair share housing needs for people of all income levels. Providing 57 small-lot, market-rate residential units along with six income-restricted accessory units at the site will provide diverse housing options for residents and create an opportunity for more residents to utilize the Pittsburg Center BART Station and other public transit opportunities.

4. The proposed zoning amendment will be in conformity with public convenience, general welfare, and good zoning practice, in that the amendment will facilitate development of a long-standing vacant site, which

could help to eradicate existing problems that come with vacant sites, such as illegal dumping and loitering. Additionally, the proposed project will add additional residents to the area who may frequent the established and potential commercial uses envisioned along Railroad Avenue. In addition, the site's proximity to both the Pittsburg Center BART Station and two existing bus routes presents an opportunity for more residents to utilize public transit opportunities.

Development Agreement:

5. The proposed development agreement is consistent with the General Plan, specifically Housing Element Policy P-1.5, in that it will require the construction of six accessory dwelling units which will allow extended families to live near each other, increase the City's affordable housing stock, and provide opportunities for homeowners to generate additional income, and General Plan policies 8-P-1, 8-P-2, 8-P-11, in that it requires payment of fees to help the City meet its park and recreation facility standards.

6. The proposed development agreement will promote the public health, safety, and general welfare in that it requires the developer to: a) pay fees to finance unmet local and regional traffic improvement needs; b) install a camera surveillance system in the area; c) install basic home security wiring in each dwelling unit; d) annex the project site into the City's Lighting and Landscaping District; e) annex the site into the City's Community Facilities District (CFD) 2007-1 for park maintenance; f) annex the site into the City's CFD 2016-1 for maintenance of off-site stormwater facilities; g) annex the site into the City's CFD 2005-1 for police and other emergency services; and h) annex the site into the City's CFD 2017-1 for fire facilities and fire safety and emergency services.

B. The City Council Staff Report entitled, "Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving the Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)," dated June 4, 2018, is referenced hereto as additional support for findings.

SECTION 3. Decision.

Based on the findings and the authority set forth above, the City Council hereby:

A. Amends the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to change the zoning for the project site from a combination of 'CS' and 'RS-5' Districts to 'PD' District and adopting specific land use and development regulations as substantially presented in Exhibit A of this resolution; and

B. Approve a development agreement as substantially presented in Exhibit B of this resolution;

SECTION 4. Effective Date

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 5. Publication.

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

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on June 4, 2018, and was adopted and ordered published at a meeting of the City Council held on June 18, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dwaine "Pete" Longmire, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Fig. 1: Existing Zoning

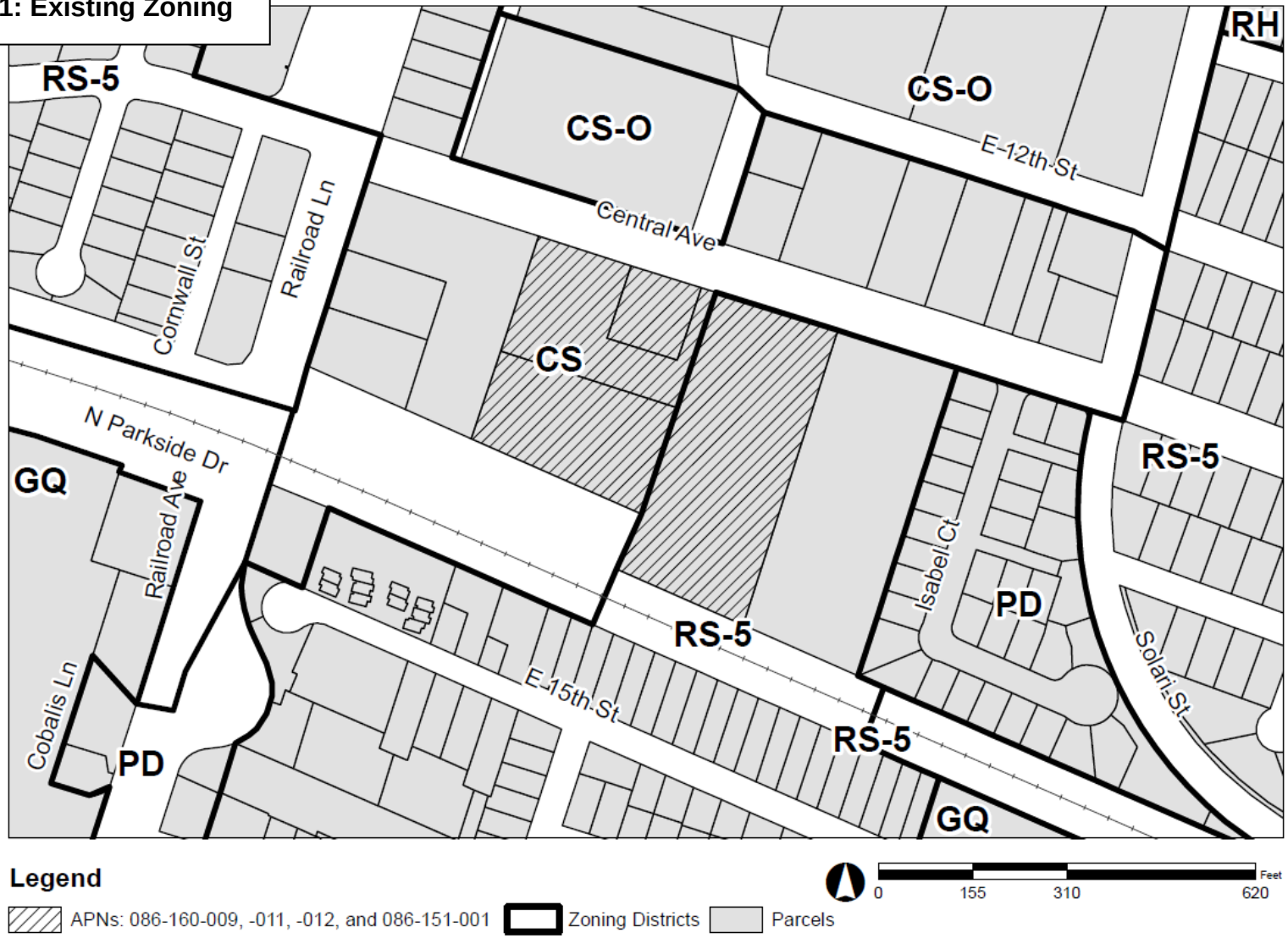
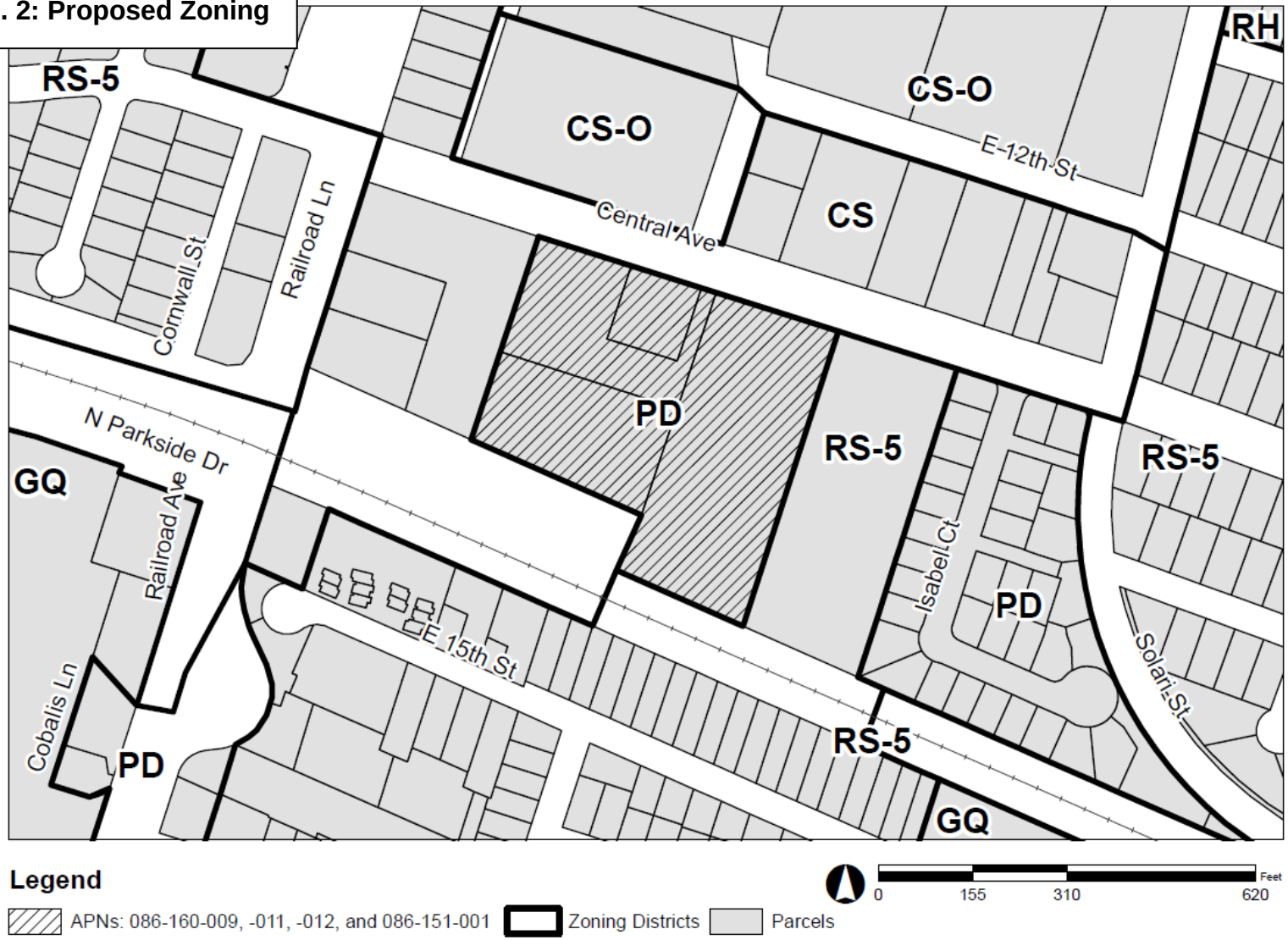


Fig. 2: Proposed Zoning



Purpose and Applicability
The purpose of this PD Plan is to establish land use and development regulations for a 57-unit, single-family residential subdivision on a 4.98-acre site located 350 Central Avenue (APNs: 086-160-009, -011, -012, and 086-151-001).

Land Use Regulations
The land uses allowed in the PD (Planned Development) District (shown in Figure 2) shall be the same as those allowed in the RS-4 (Single-Family Residential) District (Pittsburg Municipal Code [PMC] Chapter 18.50).

Development Regulations
Except as indicated in the table at right, all development regulations of the PD District shall be the same as those of the RS-4 District. Use and development of the property would also comply with Article 3 (Performance Standards) and Article 5 (Home Occupations) of PMC Chapter 18.50, and with the off-street parking requirements of PMC Chapter 18.78.

PD Development Regulations	
Min. Lot Size	2,000 sq. ft.
Min. Lot Width	40 ft.
Min. Front Yard (fronting on public street)	9 ft.
Min. Front Yard (fronting on private cluster road)	4 ft.
Min. Corner Side Yard (next to public street)	9 ft.
Min. Corner Side Yard (next to private cluster road)	4 ft.
Min. Interior Side Yard	4 ft.
Min. Rear Yard	4 ft.
Max. Encroachment into a Required Yard	1 ft.
Max. Lot Coverage	60%
Max. Building Height	28 ft.
Note: The development regulations above shall not apply to non-residential parcels including motor courts.	

Exhibit B Ordinance No. 18-
Development Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Forecast Land Investment, LLC
4061 Port Chicago Hwy., Suite H
Concord, CA 94520
Attention: Legal Department

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

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

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF PITTSBURG, CALIFORNIA
AND
FORECAST LAND INVESTMENT, LLC
(Liberty Subdivision)

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DEVELOPMENT AGREEMENT

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

R E C I T A L S

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

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

C. Developer has a legal interest in certain real property consisting of approximately 4.9 acres, as more particularly described in the **Exhibit A** attached hereto (the "**Property**" or "**Project**"), and as diagrammed in the attached **Exhibit A-1** (the "**Project Site**").

D. Developer filed applications with the City requesting to obtain a vesting tentative map to subdivide the Project Site into fifty-seven (57) single-family residential lots, and related infrastructure.

E. On _____, 2017, the Planning Commission adopted Resolution No. ____ recommending City Council approval of: 1) a General Plan Amendment; 2) a zoning amendment; 3 approving a Vesting Tentative Map No. ___ to subdivide the Property into fifty-seven (57) single-family residential lots, and related infrastructure; 2) approving the design of architectural and landscape plans; and 4) recommending City Council approval of a development agreement.

The approvals and development policies described in these Recitals, together with this Agreement, are collectively referred to herein as the "**Project Approvals**."

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

1. Developer's commitment that it will comply with PMC 18.86.080 by building six (6) rental secondary units, as set forth in Section 3.09 of this Agreement.

2. The inclusion of the Project Site into the City's existing Community Facilities District 2007-1 at no cost to the City, in order to provide funding for certain park

maintenance costs, as set forth in Section 5.05 of this Agreement. Developer understands that the Project Site is included within the City's existing Citywide Landscaping and Lighting Assessment District No. 88-01 that provides funding for certain landscape and lighting costs.

3. The inclusion of the Project Site into the City's existing police services Community Facilities District 2005-1, at no cost to the City, to provide for police and other emergency services for the Project Site, as set forth in Section 5.06 of this Agreement.

4. The inclusion of the Project Site into the City's existing fire safety and emergency services Community Facilities District 2017-1, at no cost to the City, to fund fire and emergency services as set forth in Section 5.07 of this Agreement.

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

6. Payment of an In-Lieu Parkland Dedication Fees to fund the development of public park facilities, as set forth in Section 5.09 of this Agreement.

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

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

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

AGREEMENT

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

ARTICLE I
DEFINITIONS

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

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

"Affordable Housing Agreement" shall have that meaning set forth in Section 3.09 of this Agreement.

”**Agreement**” shall mean this development agreement.

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

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

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

“**CEQA**” shall mean the California Environmental Quality Act.

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

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

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

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

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

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

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

“**Developer**” shall mean Discovery Builders, Inc., a California corporation.

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

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

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

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

“**HCP**” shall mean the East Contra Costa County Habitat Conservation Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
EFFECTIVE DATE; TERM

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

Section 2.02 **Term**. The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years (the "**Term**"). However, at such time as Developer has complied with all conditions in this Agreement, and upon the City Manager's written authorization, this Agreement shall terminate and be of no further effect

between the parties. The termination shall not alter any of the Project Approvals and related matters as to the Project.

ARTICLE III
OBLIGATIONS OF DEVELOPER

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

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

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

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

Section 3.05 **Applicable Fee Adjustments**. Developer shall pay fees and charges consistent with Section 3.04 above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 *et seq.*, not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless

otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.

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

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

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

Section 3.09 **Affordable Housing**. Developer shall comply with PMC 18.86.080 by constructing six (6) rental secondary dwelling units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these secondary units, consistent with the terms and conditions set forth in the affordable housing agreement. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City (the "**Affordable Housing Agreement**") attached as **Exhibit C** which further memorializes the provisions of this Section 3.09 and is consistent with applicable law, including Pittsburg Municipal Code Chapter 18.50. Developer agrees that the secondary dwelling units referenced in this Section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager.

(a) Timing. The Affordable Housing Agreement shall establish provisions to implement the affordable housing requirements within this Agreement and shall include, but not be limited to, implementation and monitoring provisions to ensure compliance

with municipal law related to affordable housing. The agreement shall include provisions for the reasonable reimbursement of costs to the City for the administration and monitoring of the agreement.

(b) Inclusionary Housing Ordinance. Notwithstanding any provision of this Agreement, in the event that the City has rescinded its respective previously adopted affordable housing ordinance and not replaced it with another affordable housing or similar ordinance, or such ordinance has been declared illegal, Developer shall not be obligated to comply with the provisions for affordable housing set forth in this Agreement. In the event, prior to or during the development of the Project, the City amends or replaces or eliminates its affordable housing ordinance which would result in a reduction in the number of secondary units Developer is obligated to construct, then the Affordable Housing Agreement shall be modified to provide for an equivalent reduction in the number of secondary units required to be constructed in the Project or elimination of the requirement.

Section 3.10 **Security Improvements**.

(a) Developer shall pay to the City the actual cost incurred by the City (not to exceed _____ Thousand Dollars ($_____)) towards funding the acquisition and installation a security camera at the entrance to the Property or other location as determined by the City. The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within thirty (30) days of receipt of invoice.

(b) Developer shall install the basic home security wiring implement wireless technology in the Project homes (defined herein as wiring for a basic home security system on the first floor windows and doors only). Developer shall offer one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner.

Section 3.11 **Solar Roof System**. Developer shall install a solar roof system on one of its model homes for example purposes only (which may consist of a few panels with photovoltaic compatibility or other comparable technologies) and offer solar installation as an option at the homeowner's expense.

Section 3.12 **Tree Preservation**. Developer shall replace any and all trees that are removed as part of the construction of the Project with the appropriate number of new trees pursuant to the City's Tree Ordinance. Developer shall cause the Project to maintain said trees in an appropriate manner pursuant to the City's Tree Ordinance.

Section 3.13 **Off-Site Improvements.** Developer shall provide off-site improvements for a left turn lane from Central Avenue into the Project.

ARTICLE IV
OBLIGATIONS OF CITY

Section 4.01 **Obligations of City Generally**. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City,

is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein.

Section 4.02 **Availability of Public Services**.

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

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

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

Section 4.04 **Reimbursement of Infrastructure Costs**.

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

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

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

ARTICLE V
COOPERATION — IMPLEMENTATION

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

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

Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may adopted subsequent to the Effective Date of this Agreement.

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

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

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

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

Section 5.05 **Landscaping and Lighting District, Park Maintenance, C.3 Facilities**.

(a) Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2007-1 (**Park Maintenance Services**), and the City's Community Facilities District 2016-1 (**Maintenance of Project Facilities**) for maintenance of off-site C.3 facilities. This process shall be completed to the satisfaction of the City Manager and City Attorney prior to the recordation of the first final map for the project. Each legal residential lot located within the Project Site will be required to pay the levy by the CFD no earlier than the issuance of a building permit for such lot. Developer understands that the project Site is included in the City's existing Citywide Landscaping and Lighting Assessment District, as established pursuant to City Resolution No. 88-7324 ("**LLD**")., To the extent permitted by law, that the Project shall be assessed in a manner consistent with the provisions herein.

(b) Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.

Section 5.06 Police Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2005-1, as adopted pursuant to Resolution No. 05-10342 (Public Safety Services) at no cost to the City, to provide for police services for the Project Site. This process shall be completed to the satisfaction of the City Manager and the City Attorney, before recordation of the first final map for the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot.

Section 5.07 **Fire Services CFD**. Developer agrees to annex the Project Site into the City's existing Community Facilities District 2017-1 (Fire Facilities and Fire Safety and Emergency Services), as adopted pursuant to Resolution No. 17-13311, at no cost to the City, to provide fire protection and emergency services for the Project Site. This process shall be completed to the satisfaction of the City Manager, prior to the recordation of the first final map for the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the CFD no earlier than the issuance of a building permit for such lot.

Section 5.08 **Parkland Dedication In-Lieu Fee.** The Developer shall pay an In-Lieu Parkland Dedication Fee on a per permit basis to the Engineering Department prior to the issuance of a building permit for the project per PMC section 17.32.020.D.2. Developer shall receive a fee credit for fifty percent of the acreage of the private tot lot provided for the project. The park in-lieu fee valuation is currently ten dollars and twenty seven Cents per square foot ($10.27/sf), increased annually by the CPI for the San Francisco-Oakland area,

with the first increase implemented in January 2019 reflecting 2018 increases. With the applied credit, Developer shall pay an in-lieu fee of $7,917 per dwelling unit.

Section 5.10 **Assessment Districts or Other Funding Mechanisms**.

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

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

Section 5.11 **Warranty Bonds**. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City, or otherwise as determined in the applicable Subdivision Improvement Agreement.

Section 5.12 **General Plan Maintenance Fee**. Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be $125.00 per building permit.

Section 5.13 **Refuse Management Plan.** Prior to issuance of the first building permit, Developer shall submit to, and receive written approval from, the City Planning Manager of a proposed refuse management plan addressing, among other matters, the routes for the solid waste company servicing the Project to access and otherwise provide service to the Project.

ARTICLE VI
STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

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

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

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

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

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

reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.

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

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

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

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

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

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

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

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

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

ARTICLE VII
AMENDMENT

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

(a) Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "**Administrative Project Amendment**" and the

City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.

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

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

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

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

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

ARTICLE VIII
ASSIGNMENT, TRANSFER AND NOTICE

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

Section 8.02 **Transfer Agreements**.

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

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

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

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

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

ARTICLE IX
COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 9.01 **Cooperation**.

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

or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.

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

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

Section 9.02 **Cure; Reapproval**.

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

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

(ii) Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a fifty seven (57) single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including but not limited to a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits,

resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment.

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

ARTICLE X
DEFAULT; REMEDIES; TERMINATION

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

Section 10.02 **Termination**. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has

occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).

Section 10.03 **Periodic Review.**

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

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

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

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

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

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

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

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

Section 10.07 **Resolution of Disputes**. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS

employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.

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

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

ARTICLE XI
NO AGENCY, JOINT VENTURE OR PARTNERSHIP

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

or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.

ARTICLE XII
MISCELLANEOUS

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

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

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

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

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

Section 12.06 **Construction**. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and

no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

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

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

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

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

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

If to Developer, to: Albert D. Seeno, Jr.
Forecast Land Investment, LLC
4021 Port Chicago Hwy.
Concord, CA 94520

With Copies to: Forecast Land Investment, LLC
Attn: Legal Department
4061 Port Chicago Hwy., Suite H
Concord, CA 94520

Section 12.10 **Entire Agreement, Counterparts and Exhibits**. This Agreement is executed in two (2) duplicate counterparts**,** each of which is deemed to be an original. This Agreement consists of 27 pages and four exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

EXHIBIT A - Legal Description
EXHIBIT A-1 - Project Site Diagram
EXHIBIT B - Applicable Fees
EXHIBIT C - Affordable Housing Agreement

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY:

CITY OF PITTSBURG,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

DEVELOPER:

FORECAST LAND INVESTMENT, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

(To follow.)

EXHIBIT A-1

PROJECT SITE DIAGRAM

(To follow.)

EXHIBIT B

APPLICABLE FEES

(To follow.)

2955971.2

EXHIBIT C

AFFORDABLE HOUSING AGREEMENT

(To follow.)

Attachment 3

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Recommending City Council Approval of a General Plan Map Amendment, Rezoning, Vesting Tentative Subdivision Map, Development Agreement, Design Review, and Tree Removal Permit for a 57-Unit, Single-Family Residential Subdivision at 350 Central Avenue, for "Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)."	)	Resolution No. 10099

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

A. On February 22, 2017, Kevin English of Discovery Homes, Inc., filed Planning Application No. AP-17-1229, requesting approval of: 1) a General Plan map amendment changing the project site's land use designation from a combination of 'Service Commercial' and 'Low Density Residential' (1 to 7 d.u./ac) to 'Medium Density Residential' (7 to 14 d.u./ac); 2) a zoning map amendment rezoning the site from a combination of 'CS (Service Commercial) District' and 'RS-5 (Single-Family Residential) District' to 'PD (Planned Development) District'; 3) a vesting tentative map subdividing the 4.98-acre site into 57 lots for detached single-family homes; 4) a development agreement establishing the project's affordable housing and other obligations; 5) design review of architectural and landscape plans; and 6) a tree removal permit allowing the removal of five protected trees. The project site is located at 350 Central Avenue. Assessor's Parcel Nos. 086-160-009, -011, -012, and 086-151-001.

B. The proposed project is governed by the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC).

C. Pursuant to PMC section 17.16.100, an applicant may request that two or more applications for separate discretionary approvals, including zoning amendments under Title 18 of this Code, requested or required in conjunction with a project be consolidated.

D. Under Government Code section 65358, the legislative body of a local government agency may amend its general plan, in whole or in part, if it finds that the amendment would be in the public interest. No more than four general plan amendments to each required element may be adopted within one calendar year. In this calendar year so far, the City Council has not adopted any amendments to

the General Plan Land Use Element.

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

F. PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed zoning changes, and requires that the Commission determine, prior to making its recommendation, that:

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

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

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

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

1. the development agreement is consistent with the General Plan and any applicable specific plan; and

2. the development agreement will promote the public health, safety, and general welfare.

H. PMC section 17.12.010 identifies the Planning Commission as the advisory body to the City Council on proposed tentative maps when consolidated with one or more applications for other approvals which are subject to final approval by the City Council. In order to recommend City Council approval of a vesting tentative map, the Commission must determine, in accordance with PMC section 17.20.060(c), that:

1. the proposed map is consistent with the general plan and any applicable specific plan, or other applicable provision of PMC;

2. the site is physically suitable for the type of development;

3. the site is physically suitable for the proposed density of development;

4. the design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

5. the design of the subdivision or the type of improvements will not cause serious public health problems; and

6. the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

I. Pursuant to PMC section 18.36.230, the Planning Commission shall discuss the application for design review approval and integrate it with the land use approval process applicable to the project. In order to recommend design review approval (pursuant to the direction of PMC 18.36.230), the Commission must determine, in accordance with PMC section 18.36.220.B, that:

1. the structure conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;

2. the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;

3. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;

4. the structure is in harmony with proposed developments on land in the general area; and

5. the application conforms with the criteria set forth in any applicable City adopted design guidelines.

J. In order to recommend City Council approval of a tree removal permit, the Commission must determine, in accordance with PMC section 18.84.850.E, that preservation of the protected trees would severely reduce the scale or feasibility of the development.

K. The proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080). Pursuant to the provisions of the State CEQA Guidelines, an Initial Study was prepared for the Project. Based on the analysis in the study, the Planning Manager determined that potentially significant effects of the project could be lessened through specified mitigations, and subsequently, a draft Mitigated Negative Declaration (MND) was prepared.

L. On April 11, 2018, a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was distributed to the public for a 20-day review, in accordance with CEQA Guidelines section 15105(b). Public distribution of the NOI consisted of delivery to the County Clerk's Office, posting on the City's website, and direct mailing to all interested parties and owners/occupants of the properties directly contiguous with the Project, in accordance with CEQA Guidelines section 15072.

M. On Friday, April 27, 2017, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.B, C and D, a "Notice of Public Hearing," for the May 8, 2018, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

N. On May 8, 2018, the Planning Commission held a public hearing on Planning Application No. AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP), at which time additional oral and/or written testimony was considered.

Section 2. Findings

A. Based on the Planning Commission staff report entitled, "Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)," dated May 8, 2018, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the Planning Commission finds that:

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

2. The Initial Study and draft Mitigated Negative Declaration for the project were prepared in compliance with Public Resources Code section 21000 et seq. and the Planning Commission has independently reviewed and considered the information contained therein.

General Plan:

3. The proposed amendments to the General Plan are in the public interest, in that the proposed land use change will facilitate quality residential development, promote the reuse and revitalization of a dilapidated site, help the City maintain a compact urban form, and promote a diversity of housing types and densities near the Pittsburg Center BART Station. The development will also enhance the visual quality of the area and increase

the number of residents within the area that naturally monitor the streetscape and one another, enhancing community safety.

Rezoning:

4. The proposed rezoning is consistent with the objectives, policies, general land uses and programs specified in the General Plan in that:

   a. The project will be developed on an infill site, thereby helping the City maintain a compact urban (Goal 2-G-1).

   b. The project will provide medium intensity single-family residential near the Downtown and in an area accessible to transit and services (Goal 2-G-4 and 3-G-3). The project site is within a half-mile distance of the Pittsburg Center BART Station and a quarter-mile of two bus stops located near the intersections of Railroad Avenue/Central Avenue and Harbor Street/Central Avenue (Tri Delta Transit Routes 381 and 387).

   c. The project will expand Pittsburg's housing diversity by providing higher-density single-family development on smaller lots ranging from approximately 2,000 to 4,200 square feet (Goal 2-G-5 and Housing Goal G-1).

   d. The project will utilize a Planned Development (PD) zoning, in part, to achieve a high-quality design outcome (Policy 2-P-5).

   e. The project will provide an 11,724-square-foot pocket park as a community amenity within the planned development (Policy 2-P-6).

   f. The project will pay its share of the costs for the construction of facilities needed to serve the development (Policy 3-P-1, 3-P-13, and 7-P-2). It will comply with conditions of approval requiring payment of the Facilities Reserve Charge, Local Traffic Mitigation Fee (LTMF), and Regional Transportation Development Impact Mitigation Fee (RT-DIM) in accordance with the Pittsburg Municipal Code.

   g. The project will be built in an area where public facilities and infrastructure are already available (Policy 3-P-1).

   h. The existing transportation system has adequate capacity to accommodate the proposed development (Policy 3-P-2). Residents of the proposed development will have multiple transportation options available to them as the site is located near BART, Tri-Delta Transit, and bicycle lanes.

i. The developer was not required to prepare a traffic impact study because the project is expected to generate under 100 net new peak hour trips (Policy 3-P-5).

j. The project will provide safe and contiguous routes for pedestrians and bicyclists (Policy 3-P-17, 7-P-34, and 7-P-40). There is an existing Class II bicycle lane along Central Avenue and the project will comply with conditions of approval requiring that the sidewalk along the Central Avenue frontage be replaced with a new ten-foot-wide pathway.

k. The project focuses higher-density residential on a site that has been designated as a Priority Development Area under the Metropolitan Transportation Commission and Association of Bay Area Government's FOCUS Program (Policy 3-P-18 and Housing Policy P-1.1 D).

l. The project will promote the development and intensification of the Downtown commercial core as neighborhood retail center by increasing the demand for retail and other amenities (Goal 5-G-2).

m. The project will encourage walking as a regular means of transportation due to the site's proximity to various amenities (Goal 7-G-15). The project site is within a half-mile distance of Marina Vista Elementary School, Pittsburg High School, City Park, John Buckley Square, the Pittsburg Center BART Station, and the Downtown commercial core.

n. The project will provide bicycle racks in each garage for secure bicycle parking (Policy 7-P-45).

o. The project will comply with the development agreement requiring the developer pay an In-Lieu Parkland Dedication Fee in accordance with PMC section 17.32.020.D.2 (Policy 8-P-1, 8-P-5, and 8-P-16).

p. The project will provide a private pocket park that is centrally located and within reasonable walking distance of all homes in the subdivision (Policy 8-P-2).

q. The developer was not encouraged to dedicate a public park because the proposed development includes less than 150 units (Policy 8-P-16).

r. The project will comply with mitigation measures and conditions of

approval requiring implementation of a Storm Water Control Plan in compliance with the requirements set forth in the City's most current NPDES permit. Post construction BMPs will be installed throughout the subdivision and an Operations and Maintenance Agreement will be executed by the City and developer for the perpetual maintenance of those BMPs (Goal 9-G-7, Policy 9-P-22, Goal 10-G-8, Policy 10-P-24 and 10-P-30).

s. The project will equitably share the costs associated with providing water and wastewater services to the subdivision through payment of the Pittsburg Facilities Reserve Charge (Policy 11-P-7 and 11-P-18).

t. The project will provide sound walls along the entire site perimeter and will also comply with mitigation measures requiring upper-floor windows of residences adjacent to Central Avenue (homes on Lots 1-4 and 54-57) and the UPRR tracks (homes on Lots 24-23) to be upgraded to a Sound Transmission Class (STC) rating of 32. The proposed sound walls and upper-story windows will help ensure interior noise levels do not exceed 45 dB CNEL (Policy 12-P-6).

u. The project site being rezoned is vacant, underutilized, and deemed appropriate for higher-density residential use given its proximity to schools, parks, transit, and commercial amenities (Housing Element Policy P-1.1 B).

v. The project will provide market-rate housing near in the Downtown and increase demand for economic activity in nearby shopping centers (Housing Policy P-1.2).

w. Pursuant to the proposed development agreement, the project will provide at least six single-family homes with accessory dwelling units that would allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners (Housing Policy P-1.5).

x. The project will help attain the City's Regional Housing Needs Allocation for moderate and above-moderate income households (Policy P-1.6).

y. The project will comply with conditions of approval requiring construction of quality home designs to ensure future residents will enjoy an attractive living environment (Housing Goal G-5 and Policy P-5.1).

5. There is a community need for the proposed zoning change, in that the

amendment will facilitate occupancy of a long-standing vacant site in accordance with the City's housing goals calling for development of a variety of housing types, densities, and prices to balance the City's housing stock and to meet Pittsburg's regional fair share housing needs for people of all income levels. Providing 57 small-lot, market-rate residential units along with six income-restricted accessory units at the site will provide diverse housing options for residents and create an opportunity for more residents to utilize the Pittsburg Center BART Station and other public transit opportunities.

6. The proposed zoning amendment will be in conformity with public convenience, general welfare, and good zoning practice, in that the amendment will facilitate development of a long-standing vacant site, which could help to eradicate existing problems that come with vacant sites, such as illegal dumping and loitering. Additionally, the proposed project will add additional residents to the area who may frequent the established and potential commercial uses envisioned along Railroad Avenue. In addition, the site's proximity to both the Pittsburg Center BART Station and two existing bus routes presents an opportunity for more residents to utilize public transit opportunities.

Subdivision:

7. The proposed vesting tentative subdivision map is consistent with the proposed General Plan land use designation of Medium Density Residential, as described in Section 2.A.4 above.

8. The project site is physically suitable for the type of development proposed in that the site is flat, vacant, and surrounded by existing infrastructure, minimizing the amount of work and investment needed to extend utilities and services to the site.

9. The project site is physically suitable for the proposed density of development, in that the site is flat, vacant, and surrounded by existing, established development. Further, the site is located within one-half mile of the Pittsburg Center BART Station, and less than a quarter-mile from two existing bus routes, making it an appropriate location for a medium-density residential development, as defined by the City's General Plan.

10. The design of the proposed subdivision and accompanying improvements will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat, in that the project will comply with the mitigation measures identified in the Mitigated Negative Declaration.

11. The design of the subdivision and type of improvements proposed will not

cause serious public health problems. The project site was used by the Pepsi Bottling Company prior to 1990. The facility included a 1,000-gallon gasoline underground storage tank (UST) that was removed in 1986. According to the San Francisco Regional Water Quality Control Board's (RWQCB) case closure letter dated August 19, 2008, the required remedial activities have been completed and residual hydrocarbons beneath the site do not pose a significant risk to human health.

12. The design of the subdivision and type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision, in that there are no existing public access easements on the site. The proposed map does include a new public street that will connect the development to existing public roadways, and the new street will be of sufficient width to accommodate automobile and emergency vehicle access into and around the site.

Development Agreement:

13. The proposed development agreement is consistent with the General Plan, specifically Housing Element Policy P-1.5, in that it will require the construction of six accessory dwelling units which will allow extended families to live near each other, increase the City's affordable housing stock, and provide opportunities for homeowners to generate additional income, and General Plan policies 8-P-1, 8-P-2, 8-P-11, in that it requires payment of fees to help the City meet its park and recreation facility standards.

14. The proposed development agreement will promote the public health, safety, and general welfare in that it requires the developer to: a) pay fees to finance unmet local and regional traffic improvement needs; b) install a camera surveillance system in the area; c) install basic home security wiring in each dwelling unit; d) annex the project site into the City's Lighting and Landscaping District; e) annex the site into the City's Community Facilities District (CFD) 2007-1 for park maintenance; f) annex the site into the City's CFD 2016-1 for maintenance of off-site stormwater facilities; g) annex the site into the City's CFD 2005-1 for police and other emergency services; and h) annex the site into the City's CFD 2017-1 for fire facilities and fire safety and emergency services.

Design Review:

15. The proposed project conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed house models feature an attractive

architectural design characterized by a mixture of hipped and gable-end roofs with high-quality, concrete tile roofing material; stucco siding with horizontal trim, corbels, and simulated stone veneer; and a mixture of single-hung and sliding glass windows with faux shutters, or decorative wrought iron railings. The proposed project will also provide an attractive outdoor environment for residents. At the intersection of Central Avenue and Liberty Court, the developer will install two entry signs; a variety of colorful, drought-tolerant landscaping; and a decorative, masonry sound wall with wall caps and simulated stone veneer at each wall pilaster. Residential front yards will feature drought-tolerant plants and blooming street trees that will provide seasonal color throughout the subdivision.

16. The proposed project will be protected against exterior and interior noise, vibrations and other factors which may tend to make the environment less desirable, in that the project will be built to standard building codes that dictate maximum noise levels for the interiors of residential units.

17. The exterior design of the proposed project is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value. Rather, the proposed project will enhance the neighborhood's appearance and value, in that it will result in a highly attractive environment utilizing a variety of compatible house and front yard landscape designs. The Liberty Residential Subdivision will add value to the community by attracting additional residential and commercial investment in the area.

18. The proposed project is in harmony with proposed developments on land in the general area, in that there are no proposed developments in the immediate vicinity of the project site.

19. The proposed project will substantially conform to the applicable Development Review Design Guidelines (DRDG, Planning Commission Resolution No. 9864) for single-family development if conditions are added requiring the developer to: a) provide enhanced window treatments on building elevations exposed to public view; b) extend architectural details around the sides of each building; c) provide decorative masonry walls with pilasters at intervals of 25 feet or less; d) provide decorative retaining walls between lots if they exceed two feet in height; e) provide screening for utility boxes, transformers, backflow preventers, meters, and junction boxes; f) provide, as part of the options package for homebuyers, an option offering pre-wiring for solar panels; and g) provide cool roofs for reduction of heat island effect, consistent with DRDG sections 1.a, 1.l, 2.b through 2.e, 2h, and 6.A.1 through 6.A.3.

Tree Removal Permit:

20. The preservation of the five protected palm trees will reduce the feasibility of the development, in that the palms are in areas that would be affected by grading and construction activities. Furthermore, the trees are not considered part of an important grove, do not have historical value, and do not contribute to the character of the site and the neighborhood.

B. The Staff Report entitled, "Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)," dated May 8, 2018, is referenced hereto as additional support for findings.

Section 3. Decision

Based on the findings and the authority set forth above, the Planning Commission hereby recommends that the City Council adopt an ordinance and resolution to:

A. Approve the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program contained in Exhibits A and B of this resolution;

B. Amend General Plan Figure 2-2 (Land Use Diagram) to change the land use designation of the properties described in section 1.A above, from a combination of 'Service Commercial' and 'Low Density Residential' to 'Medium Density Residential' as substantially presented in Exhibit C of this resolution;

C. Modify other Land Use Element tables and charts as necessary to reflect the change in land use acreages and maintain internal consistency with the General Plan document;

D. Amend the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to change the zoning of the properties described in section 1.A above, from a combination of 'CS' and 'RS-5' Districts to 'PD' District and adopting specific land use and development regulations as substantially presented in Exhibit D of this resolution;

E. Approve a development agreement as substantially presented in Exhibit E of this resolution;

F. Approve Vesting Tentative Map 9453 subdividing the properties described in section 1.A above into 57 lots for detached single-family homes, subject to the conditions as substantially presented in Exhibit F of this resolution.

G. Approve design review of the accompanying architectural and landscape plans, subject to the conditions as substantially presented in Exhibit F of this resolution; and

H. Approve a tree removal permit allowing the removal of five protected trees.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Coniglio, seconded by Commissioner Ward, the foregoing resolution was passed and adopted the 8th day of May, 2018, by the Planning Commission of the City of Pittsburg, California by the following vote:

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

NAYES: None

ABSTAIN: None

ABSENT: Foster

I hereby certify that the above Resolution No. 10099 was adopted by the Planning Commission of the City of Pittsburg on May 8, 2018.

JORDAN DAVIS, AICP, ACTING SECRETARY
PITTSBURG PLANNING COMMISSION

Attachment 4

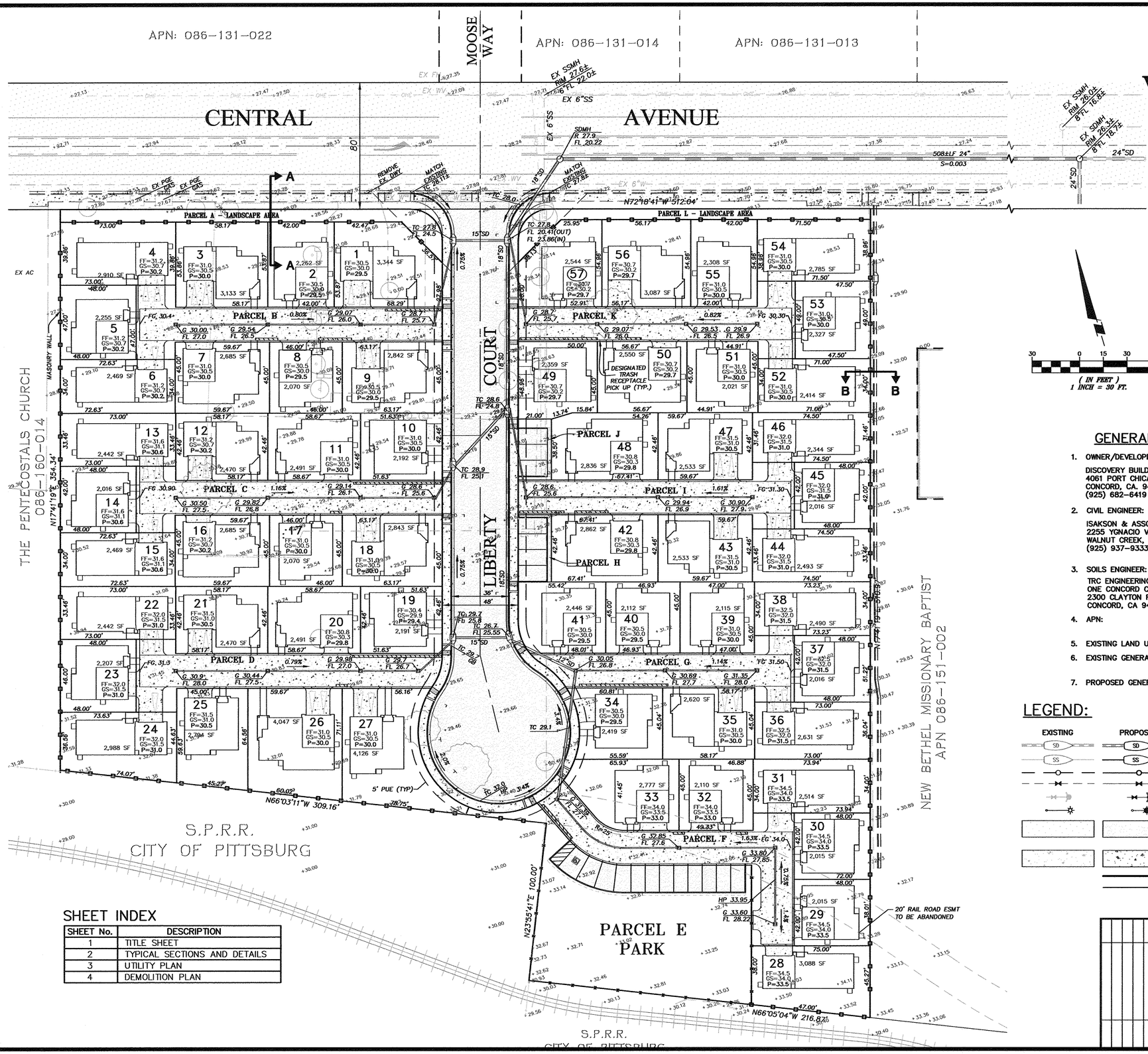
"LIBERTY"

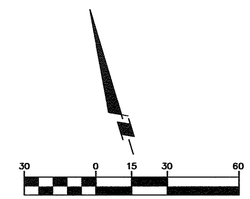
VESTING TENTATIVE MAP, PRELIMINARY GRADING, AND DRAINAGE PLAN

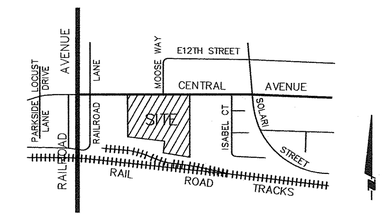
SUBDIVISION 9453

CITY OF PITTSBURG

MAY, 2017







VICINITY MAP

NOT TO SCALE

GENERAL NOTES:

1. OWNER/DEVELOPER:
   DISCOVERY BUILDERS, INC.
   4061 PORT CHICAGO HIGHWAY, SUITE H
   CONCORD, CA. 94520
   (925) 682-6419
2. CIVIL ENGINEER:
   ISAKSON & ASSOCIATES, INC.
   2255 YGNACIO VALLEY ROAD, SUITE C
   WALNUT CREEK, CA 94598
   (925) 937-9333
3. SOILS ENGINEER:
   TRC ENGINEERING, INC.
   ONE CONCORD CENTER
   2300 CLAYTON ROAD, SUITE 610
   CONCORD, CA 94520
4. APN: 086-160-009, 011, 012; 086-151-001
5. EXISTING LAND USE: VACANT LOT
6. EXISTING GENERAL PLAN: SERVICE COMMERCIAL & LOW DENSITY RESIDENTIAL
7. PROPOSED GENERAL PLAN: MEDIUM DENSITY RESIDENTIAL
8. PRESENT ZONING: SERVICE COMMERICAL (CS) & SINGLE FAMILY RESIDENTIAL (RS-5)
9. PROPOSED ZONING: PLANNED DEVELOPMENT (PD)
10. NUMBER OF LOTS PROPOSED: 57
11. WATER: CITY OF PITTSBURG
12. SEWAGE: CITY OF PITTSBURG
13. MINIMUM LOT SIZE: 2,016 SQUARE FEET (LOT 14)
14. MAXIMUM LOT SIZE: 4,126 SQUARE FEET (LOT 27)
15. GROSS DENSITY: 11.45 D.U. / GROSS ACRE
16. AREA: 4.98 ACRES
    - PARCEL A: 2,180 SF (LANDSCAPE AREA)
    - PARCEL B: 4,752 SF (MOTOR COURT)
    - PARCEL C: 4,752 SF (MOTOR COURT)
    - PARCEL D: 4,717 SF (MOTOR COURT)
    - PARCEL E: 11,867 SF (PARK)
    - PARCEL F: 5,349 SF (MOTOR COURT)
    - PARCEL G: 3,904 SF (MOTOR COURT)
    - PARCEL H: 891 SF (PARKING)
    - PARCEL I: 4,371 SF (MOTOR COURT)
    - PARCEL J: 808 SF (PARKING)
    - PARCEL K: 4,494 SF (MOTOR COURT)
    - PARCEL L: 1,787 SF (LANDSCAPE AREA)

LEGEND:

EXISTING	PROPOSED			
SD	SD	STORM DRAIN AND DIRECTION		BOARD FENCE
SS	SS	SANITARY SEWER AND DIRECTION		MASONRY WALL
		SANITARY SEWER & MANHOLE		PRIVATE STORM DRAIN & CATCH BASIN
		WATER & GATE VALVE		PUBLIC STORM DRAIN & CATCH BASIN
		FIRE HYDRANT		DESIGNATED TRASH RECEPTACLE PICK UP
		STREET LIGHT	2	LOT NUMBER
		ASPHALT CONCRETE	P=29.5	PAD ELEVATION
		CONCRETE	FF=30.5	FINISH FLOOR ELEVATION
		PROJECT BOUNDARY	GS=30.0	GARAGE SLAB ELEVATION
		LOT LINES	3,160 SF	LOT AREA
			45.00'	LOT DIMENSION

SHEET INDEX

SHEET No.	DESCRIPTION
1	TITLE SHEET
2	TYPICAL SECTIONS AND DETAILS
3	UTILITY PLAN
4	DEMOLITION PLAN

DATE	REVISIONS	APPR.

REGISTERED PROFESSIONAL ENGINEER DAVID O. ISAKSON NO. 21764 CIVIL STATE OF CALIFORNIA

SUBDIVISION 9453 — LIBERTY

VESTING TENTATIVE MAP & PRELIMINARY DRAINAGE PLAN

CITY OF PITTSBURG — CONTRA COSTA COUNTY — CALIFORNIA

Isakson & Assoc. Inc. civil engineering, land surveying

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

DATE: 05-11-17	DESIGNED BY: DOI	DRAWN BY: STAFF	CHECKED BY: DOI	JOB NO. 201616	SHEET 1 OF 4

201616 - LIBERTY - VESTING TENTATIVE MAP, PRELIMINARY GRADING & DRAINAGE PLAN - 05-11-2017

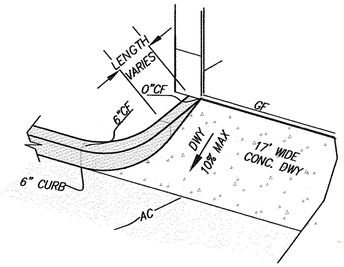
$:\201616 JOBS\201616\dwg\TENTATIVE MAP\201616 TM_08.DWG, SHEET 1, 5/11/2017 11:20:34 AM

"LIBERTY"

CONCEPTUAL UTILITIES SECTIONS AND DETAILS

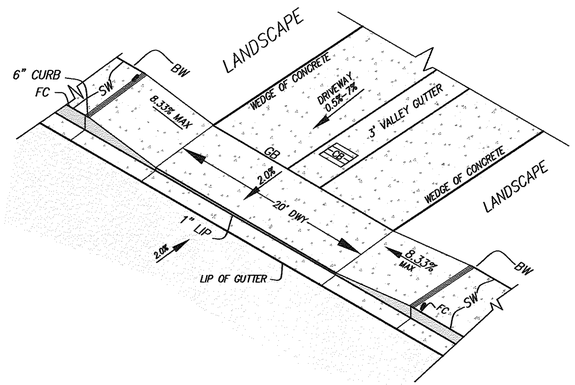
SUBDIVISION 9453

CITY OF PITTSBURG



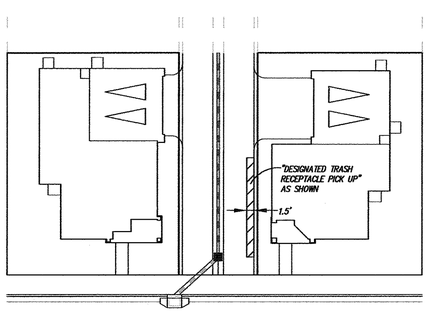
TYPICAL CURB & GUTTER TRANSITION AT DRIVEWAY APRONS

NOT TO SCALE



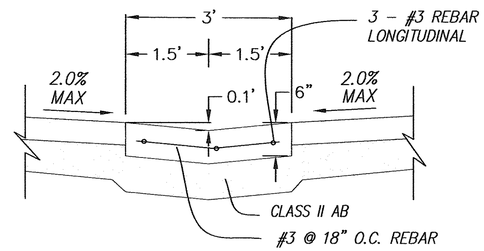
TYPICAL MOTORCOURT APPROACH DETAIL

NOT TO SCALE



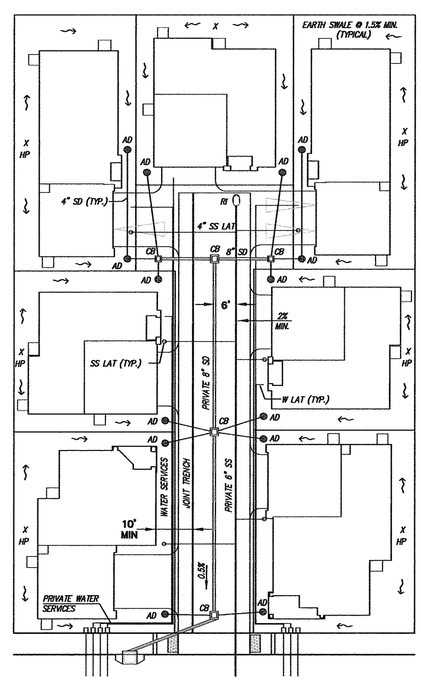
TYPICAL "DESIGNATED TRASH RECEPTACLE PICK UP"

NOT TO SCALE



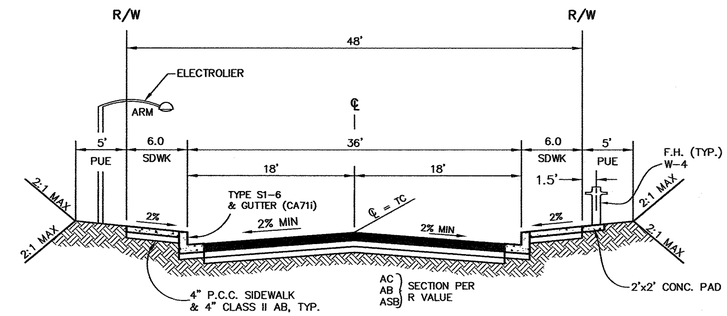
TYPICAL VALLEY GUTTER

NOT TO SCALE



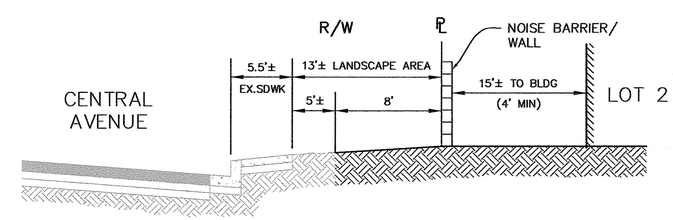
TYPICAL MOTOR COURT UTILITY AND CONCEPTUAL DRAINAGE LAYOUT

NOT TO SCALE



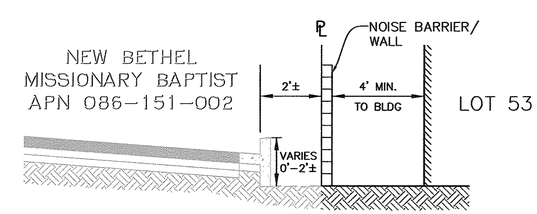
PUBLIC STREET 48' R/W

NOT TO SCALE



SECTION A–A

NOT TO SCALE



SECTION B–B

NOT TO SCALE

DATE	REVISIONS	APPR.

REGISTERED PROFESSIONAL ENGINEER DAVID O. ISAKSON NO. 27764 CIVIL STATE OF CALIFORNIA

SUBDIVISION 9453 — LIBERTY

VESTING TENTATIVE MAP

SECTIONS AND DETAILS

CITY OF PITTSBURG — CONTRA COSTA COUNTY — CALIFORNIA

Isakson & Assoc. Inc.

civil engineering & land surveying

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

DATE: 05-11-17	DESIGNED BY: DOI	DRAWN BY: STAFF	CHECKED BY: DOI	JOB NO. 201616	SHEET 2 OF 4

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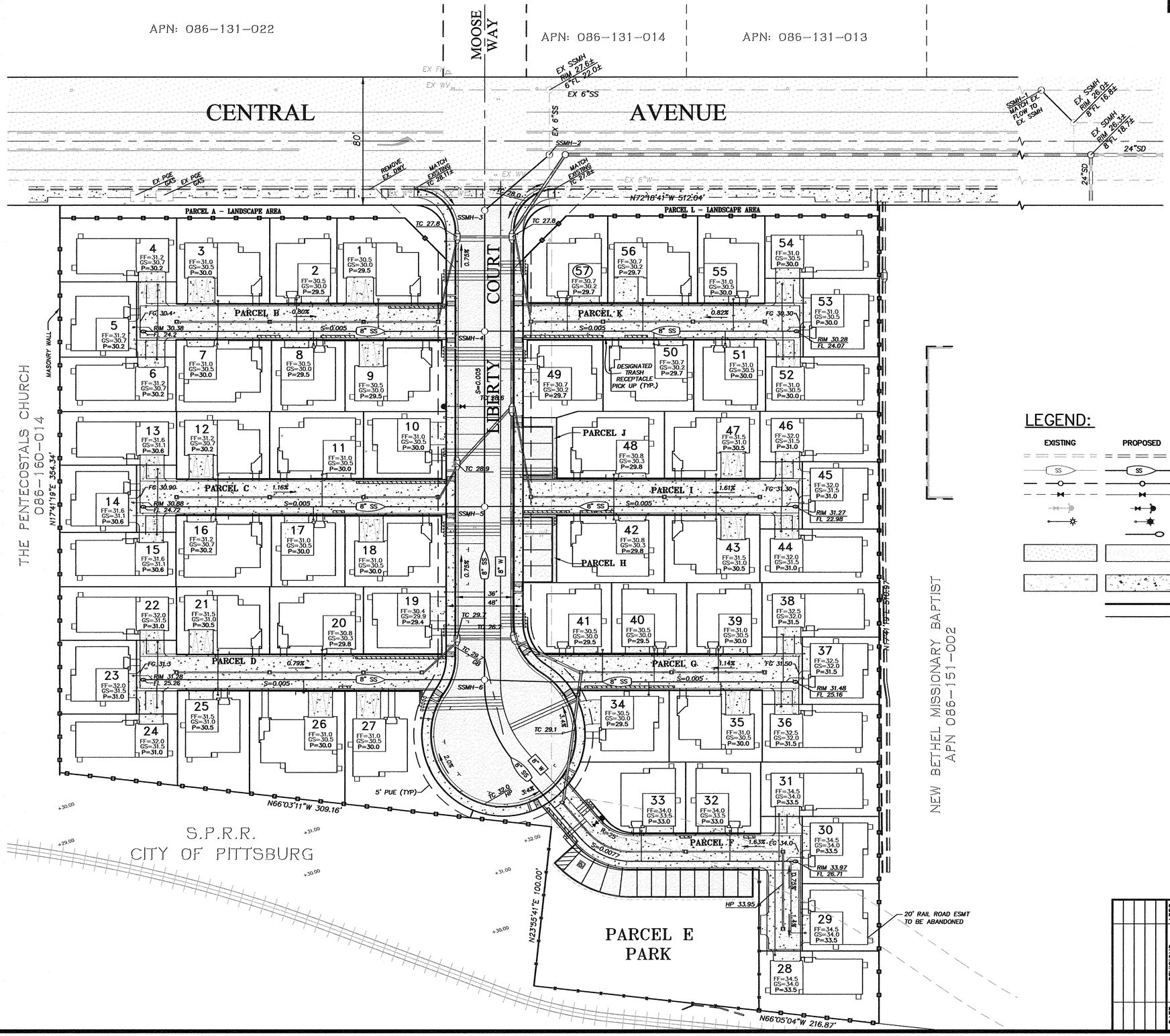
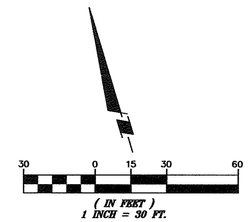
"LIBERTY"

UTILITY PLAN





LEGEND:

EXISTING	PROPOSED			
		STORM DRAIN		BOARD FENCE
SS	SS	SANITARY SEWER AND DIRECTION		MASONRY WALL
		SANITARY SEWER & MANHOLE		PRIVATE STORM DRAIN & CATCH BASIN
		WATER & GATE VALVE		PUBLIC STORM DRAIN & CATCH BASIN
		FIRE HYDRANT		DESIGNATED TRASH RECEPTACLE PICK UP
		STREET LIGHT	2	LOT NUMBER
		RODDING INLET	P=104.7	PAD ELEVATION
		ASPHALT CONCRETE	FF=105.7	FINISH FLOOR ELEVATION
		CONCRETE	GS=105.2	GARAGE SLAB ELEVATION
			2,256 SF	LOT AREA
		PROJECT BOUNDARY	45.00'	LOT DIMENSION
		LOT LINES		

SANITARY SEWER MANHOLE TABLE		
SSMH #	RIM ELEV.	FLOW LINE ELEV.
SSMH-1	MATCH EX.	FLOW TO EX. SSMH
SSMH-2	MATCH EX.	FL 22.2± VERIFY
SSMH-3	27.7	FL 22.47
SSMH-4	28.3	FL 22.85 THRU
		FL 23.10 IN
SSMH-5	29.1	FL 23.40 THRU
		FL 23.65 IN
SSMH-6	29.9	FL 23.94 THRU
		FL 24.19 IN

DATE	REVISIONS	APPR.

REGISTERED PROFESSIONAL ENGINEER DAVID O. ISAKSON NO. 21764 CIVIL STATE OF CALIFORNIA

SUBDIVISION 9453 LIBERTY

VESTING TENTATIVE MAP

UTILITY PLAN

CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA

Isakson & Assoc. Inc.

civil engineering land surveying

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

DATE: 05-11-17	DESIGNED BY: DOI	DRAWN BY: STAFF	CHECKED BY: DOI	JOB NO. 201616	SHEET 3 OF 4

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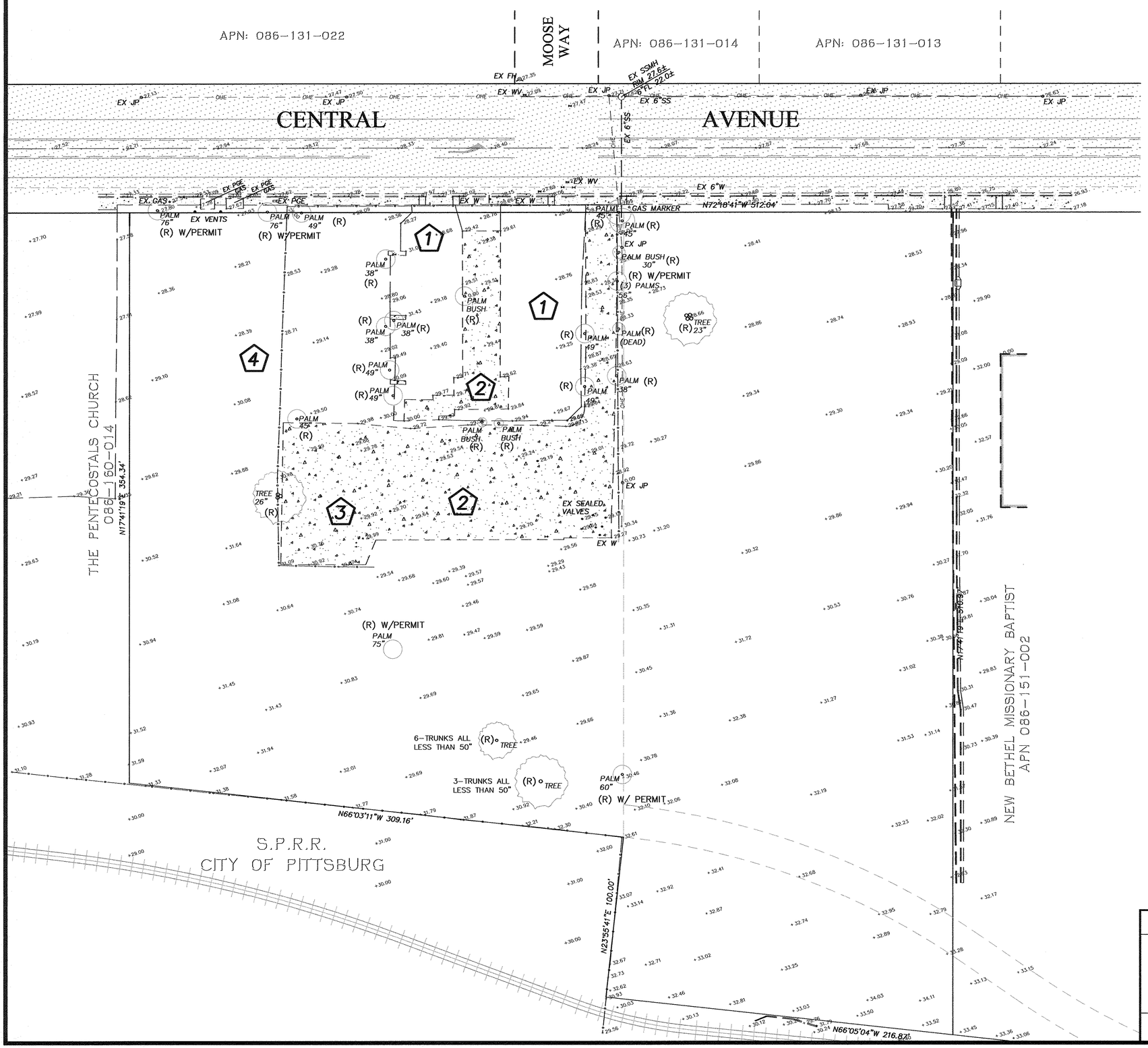
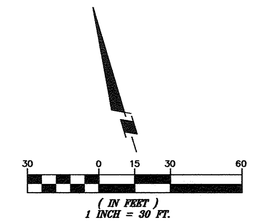
"LIBERTY"

DEMOLITION & TREE REMOVAL PLAN





TO BE REMOVED:

1. REMOVE EXISTING AC
2. REMOVE EXISTING CONCRETE
3. REMOVE EXISTING BOLLARDS
4. REMOVE EXISTING CHAIN LINK FENCE

LEGEND:

———	PROJECT BOUNDARY
— — —	PROPERTY LINES
	EXISTING PAVEMENT
	EXISTING CONCRETE
(R)	REMOVE TREE
(R) W/ PERMIT	TREES OVER 50" REQUIRE A PERMIT TO BE REMOVE

DATE	REVISIONS	APPR.

REGISTERED PROFESSIONAL ENGINEER DAVID O. ISAKSON NO. 21764 CIVIL STATE OF CALIFORNIA

SUBDIVISION 9453 LIBERTY

VESTING TENTATIVE MAP

DEMOLITION PLAN

CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA

Isakson & Assoc. Inc.
civil engineering land surveying
2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333

DATE: 05-11-17	DESIGNED BY: DOI	DRAWN BY: STAFF	CHECKED BY: DOI	JOB NO. 201616	SHEET 4 OF 4

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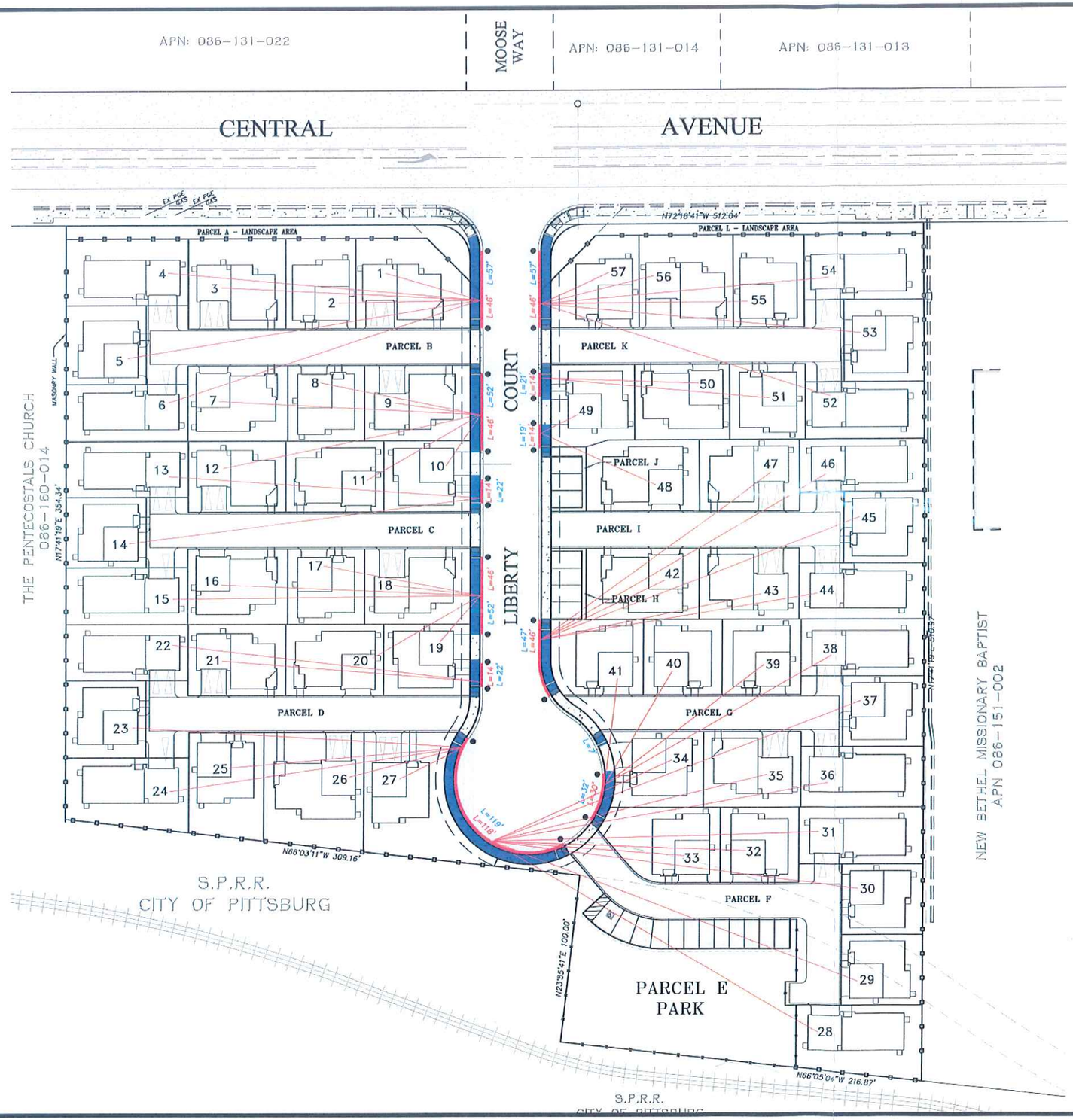
"LIBERTY"

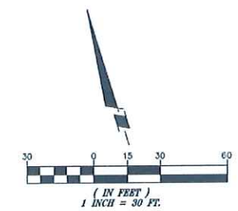
GARBAGE SERVICE EXHIBIT

SUBDIVISION 9453

CITY OF PITTSBURG

OCTOBER, 2017





LEGEND / ABBREVIATIONS:

- TRASH PICK UP SIGN
- L=38' — TRASH RECEPTACLE PICK UP AREA WITH LENGTH
- L=38' — SIDEWALK WITH LENGTH

TOTAL PARKING SPACES: 32

***NOTE: 19 PARKING SPACES AVAILABLE ON GARBAGE PICK UP DAYS**

SUBDIVISION 9453			LIBERTY
GARBAGE SERVICE EXHIBIT			
CITY OF PITTSBURG	CONTRA COSTA COUNTY		CALIFORNIA
Isakson & Assoc. Inc. civil engineering land surveying			
2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone:(925) 937-9333			
DATE: 10-16-17	DESIGNED BY: DOI	DRAWN BY: STAFF	CHECKED BY: DOI	JOB NO. 201616	SHEET 1 OF 1

REGISTERED PROFESSIONAL ENGINEER DAVID J. ISAKSON NO. 41784 CIVIL STATE OF CALIFORNIA

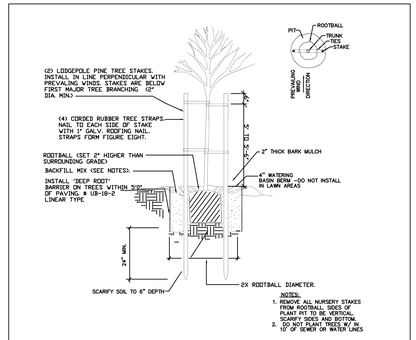
REVISIONS | APPR. | DATE

LEGEND:

1 6 FT. HT. SOLID WOOD FENCE; SEE DETAIL 1, SHEET L-1.2
2 NEW SOUNDWALL; SEE DETAIL 2, SHEET L-1.2
3 6 FT. HT. WOOD FENCE W/ LATTICE TOP TO BE AT ALL SIDEYARD RESIDENTIAL FENCING FACING STREET CUL-DE-SAC; SEE DETAIL 1 SHT. L-1.2
4 CLUSTER MAILBOX UNIT LOCATION (4 UNITS); SEE IMAGE ON SHEET L-1.2

GENERAL NOTES:

1. ALL PLANTING SHALL BE WATERED BY A FULLY AUTOMATIC, WATER-CONSERVING IRRIGATION SYSTEM OPERATED BY A WEATHER-BASED IRRIGATION CONTROLLER.
2. ALL PLANTING AREAS (EXCEPT STORM WATER TREATMENT BASINS SHALL RECEIVE A 3" LAYER OF BARK MULCH DRESSING.



TREE PLANTING DETAIL WITH ROOT BARRIER

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

REFER TO SHEET L-1.2 FOR DETAILS

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1630 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925-933-2583

REGISTERED LANDSCAPE ARCHITECT
RICHARD STOWER
3017
Signature
Date 06/12/17
STATE OF CALIFORNIA

CENTRAL AVENUE SUBDIVISION 9453

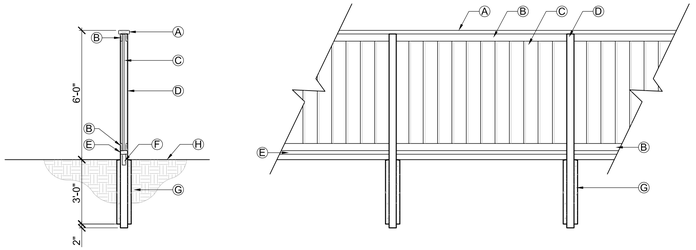
PITTSBURG, CALIFORNIA

STREET TREE AND FENCING PLAN

DESIGNED: RS	DRAWN: RS
CHECKED:	JOB NO:
DATE 06-12-17	
SCALE NOTED	

SHEET L-1.1

OF SHEETS



ITEM DESCRIPTIONS:

A - 2"X6" CAP; CONTINUOUS
B - 1"X4" CLEATS; BOTH SIDES
C - 1"X8" BOARDS; ANGLE SET WITH 1" OVERLAP
D - 4"X4" PTDF POST AT 8' O.C. MAX.
E - 2"X4" BOTTOM STRINGER
F - 2"X6" PTDF KICKER
G - 8"ØX36" DEEP CONCRETE FOOTING
H - FINISH GRADE

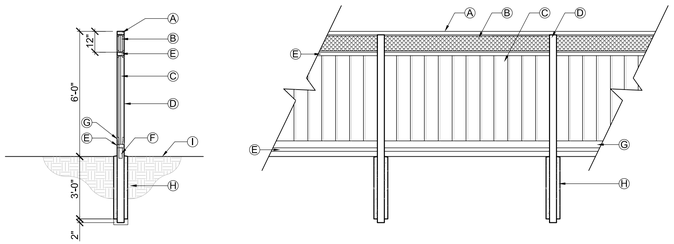
NOTES:

ALL WOOD TO BE ROUGH SAWN REDWOOD UNLESS NOTED OTHERWISE.

HOLD TOP RAIL LEVEL; STEP FENCE & ALTER PANEL WIDTH AS NECESSARY TO CONFORM TO GRADES.

1 WOOD FENCE DETAIL

NO SCALE



ITEM DESCRIPTIONS:

A - 2 X4 CAP; CONTINUOUS
B - JUMBO LATTICE PANEL INSETS; SECURED W/ 1x1 NAIL STRIPS TOP/BOTTOM, BOTH SIDES
C - 1x8 BOARDS; ANGLE SET WITH 1" OVERLAP
D - 4 X4 PTDF POST AT 8' O.C. MAX; EXTEND 2" BELOW CONCRETE INTO 3" SAND BASE.
E - 2 X4 MID RAIL AND BOTTOM STRINGER
F - 2 X8 PTDF KICKER
G - 1x4 NAILER EACH SIDE BOTTOM OF BOARDS
H - 8"ØX36" DEEP CONCRETE FOOTING
I - FINISH GRADE

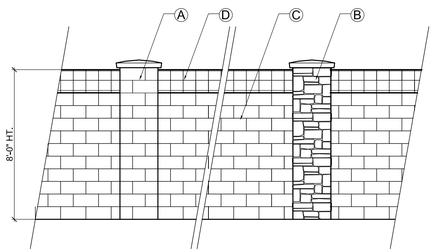
NOTES:
1. ALL WOOD TO BE ROUGH SAWN REDWOOD UNLESS NOTED OTHERWISE.

2. HOLD TOP RAIL LEVEL; STEP FENCE & ALTER PANEL WIDTH AS NECESSARY TO CONFORM TO GRADES.

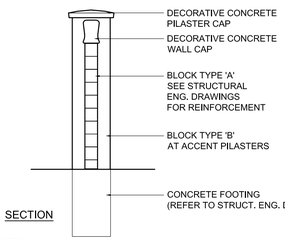
3. THIS FENCE DETAIL TO BE INSTALLED AT ALL RESIDENTIAL SIDEYARD FENCING FACING THE CUL-DE-SAC STREET.

2 WOOD FENCE W/ LATTICE DETAIL

NO SCALE



ELEVATION



SECTION

ITEM DESCRIPTIONS:
A - PILASTERS CMU BLOCK W/ SPLLIT-FACE FINISH AND PRECAST STONE CAP, ON WALLS FACING SCHOOL STREET ONLY; CMU 'TYPE B' 8x8x16 *BASALITE* (D-113 COLOR); PRECAST CAP BY *HANDAL STONE* (SAND COLOR); OR APPROVED EQUALS.
B - PILASTERS WITH STONE VENEER AND PRECAST STONE CAP, ON WALL FACING HARBOR STREET ONLY; STONE VENEER TO MATCH EXISTING PILASTERS ON HARBOR STREET; PRECAST CAP BY *HANDAL STONE* (SAND COLOR); OR APPROVED EQUAL.
C - 8x8x16 CMU MASONRY BLOCK WITH SPLIT-FACE FINISH, CMU 'TYPE A' 8x8x16 *BASALITE* (D-345 COLOR); OR APPROVED EQUAL.
D - DECORATIVE WALL CAP CONTINUOUS BETWEEN PILASTERS; 'REGAL BY *BASALITE* (COLOR AND FINISH TO MATCH PILASTER CAP).

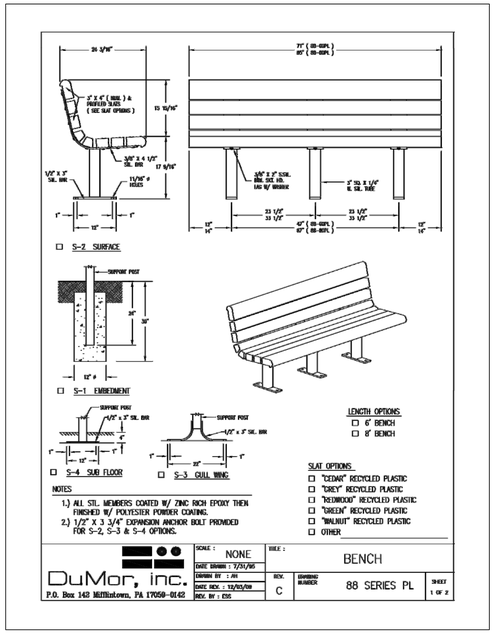
NOTES:
1. THIS DETAIL IS FOR DEISGN APPEARANCE AND BIDDING PURPOSES ONLY. OWNER TO PROVIDE UPDATES AND VERIFY APPROVED SOUNDWALL DETAIL. WALL CONTRACTOR IS RESPONSIBLE FOR ALL STRUCTURAL DESIGN AND CALCULATIONS, REINFORCING, FOOTINGS, ETC.

2. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ARCHITECT OR OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

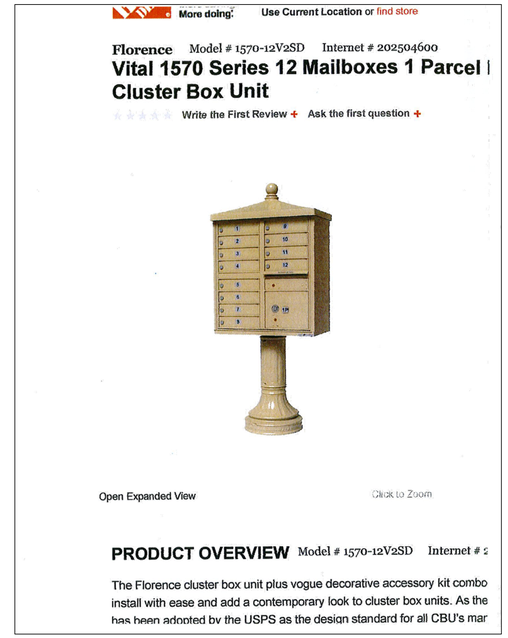
3. FINAL STRUCTURAL PLANS TO BE PROVIDED BY CONTRACTOR FOR REVIEW AND APPROVAL BY THE CITY.

3 PROJECT WALL DETAIL (PROTO II THEME)

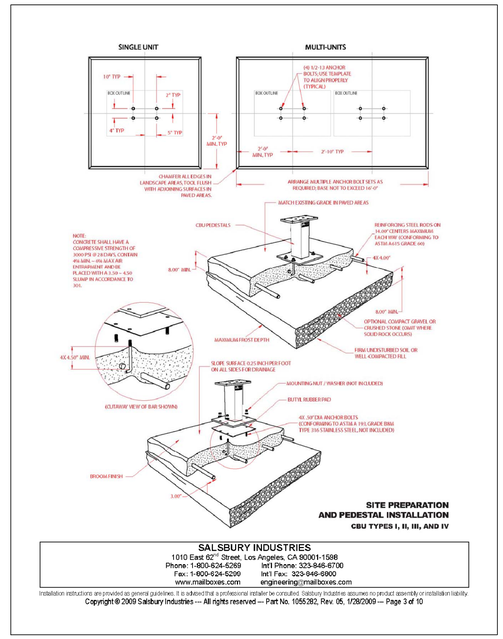
NO SCALE



BENCH SEATING AT TOT LOT



MAILBOX CLUSTER UNIT



REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1630 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925-933-2583

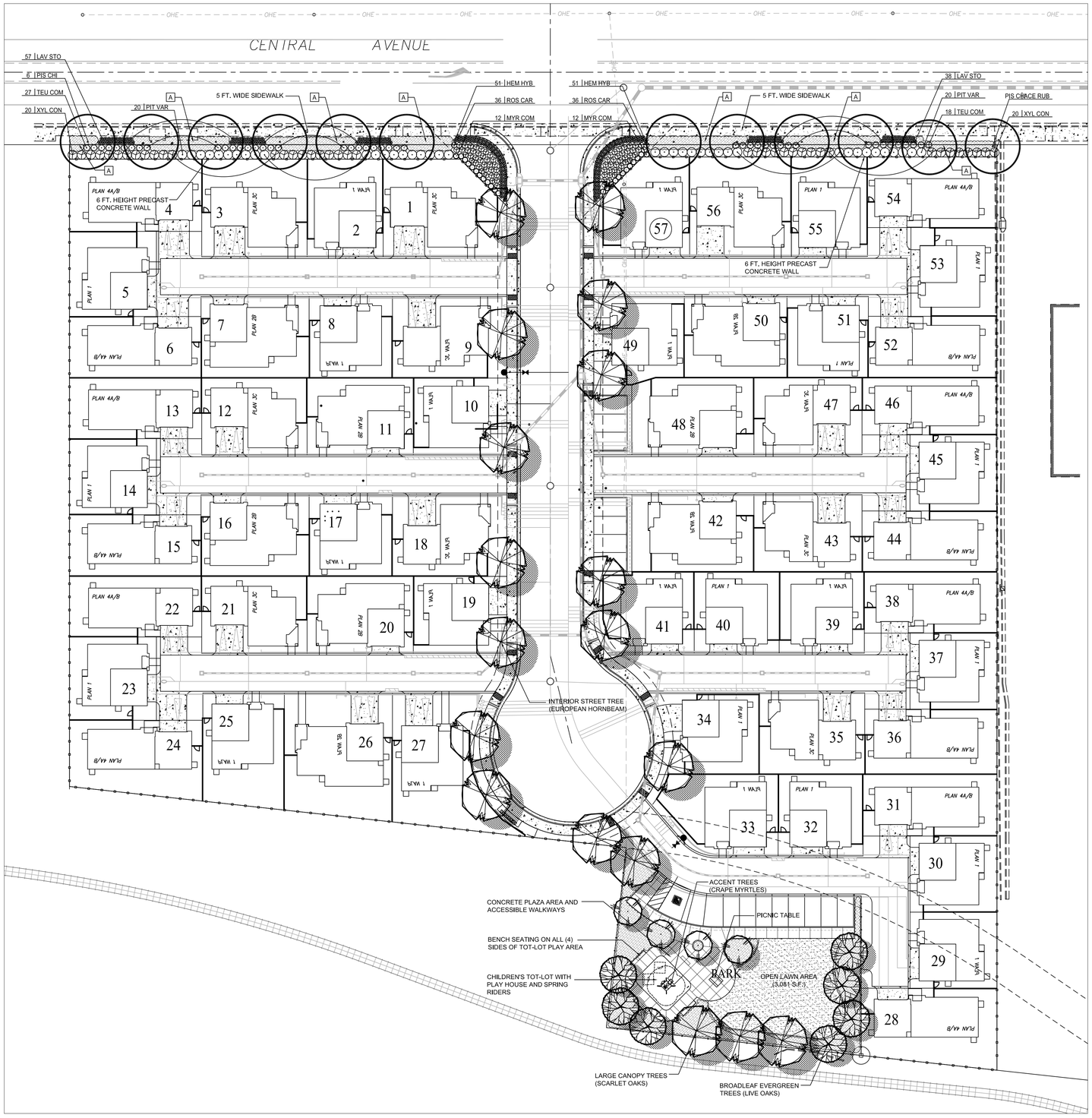
REGISTERED LANDSCAPE ARCHITECT
RICHARD STOWER
3017
Signature
Date 6/11/18
STATE OF CALIFORNIA

CENTRAL AVENUE
SUBDIVISION 9453
PITTSBURG, CALIFORNIA

FENCE AND WALL DETAILS

DESIGNED: RS	DRAWN: RS
CHECKED:	JOB NO:
DATE 06–12–17	
SCALE NOTED	

SHEET
L-1.2
OF SHEETS



PLANT MATERIALS LIST:

SYMBOL	BOTANICAL NAME	COMMON NAME	WUCOLS WATER NEEDS
CENTRAL AVENUE TREES: TO BE 24" BOX SIZE			
PIS CHI	PISTACIA CHINENSIS	CHINESE PISTACHE	LOW
INTERIOR STREET TREES: TO BE 15 GALLON SIZE			
	CARPINUS BETULUS 'FRANS FONTAINE'	EUROPEAN HORNBEAM	MEDIUM
BROADLEAF EVERGREEN TREES; TO BE 15 GALLON SIZE			
	QUERCUS AGRIFOLIA	CALIFORNIA LIVE OAK	LOW
ACCENT TREES: TO BE 15 GALLON SIZE			
	LAGERSTROEMIA 'NATCHEZ'	WHITE CRAPE MYRTLE	LOW
SHRUBS: TO BE 5 GAL. SIZE			
PIT VAR	PITTOSPORUM TOBIRA 'VARIEGATA'	VARIEGATED TOBIRA	LOW
ROS CAR	ROSA 'CARPET RED'	RED CARPET ROSE	MEDIUM
TEU COM	TEUCRIUM FRUTICANS 'COMPACTUM'	DWARF GERMANDER	LOW
XYL CON	XYLOSMA CONGESTUM	SHINY XYLOSMA	LOW
PERENNIALS: TO BE 1 GAL. SIZE			
HEM HYB	HEMEROCALLIS HYBRID	YELLOW EVERGREEN DAYLILY	MEDIUM
LAV STO	LAVANDULA STOECHAS	SPANISH LAVENDER	LOW
GROUNDCOVERS: SIZE AND SPACING NOTED BELOW			
A	ARCTOSTAPHYLOS UVA-URSI 'POINT REYES' FROM 1 GAL. CANS AT 36" O.C.	PROSTRATE MANZANITA	LOW

GENERAL NOTES:

1. ALL PLANTING SHALL BE WATERED BY A FULLY AUTOMATIC, WATER-CONSERVING IRRIGATION SYSTEM OPERATED BY A WEATHER-BASED IRRIGATION CONTROLLER.
2. ALL PLANTING AREAS (EXCEPT STORM WATER TREATMENT BASINS SHALL RECEIVE A 3" LAYER OF BARK MULCH DRESSING.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

REFER TO SHEET L-2.2 FOR HOA PARK PARCE
REFER TO SHEET L-1.1 FOR PROJECT FENCING AND WALLS

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1620 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925-933-2583

REGISTERED LANDSCAPE ARCHITECT
RICHARD STOVER
3017
Signature
Date 6/9/18
STATE OF CALIFORNIA

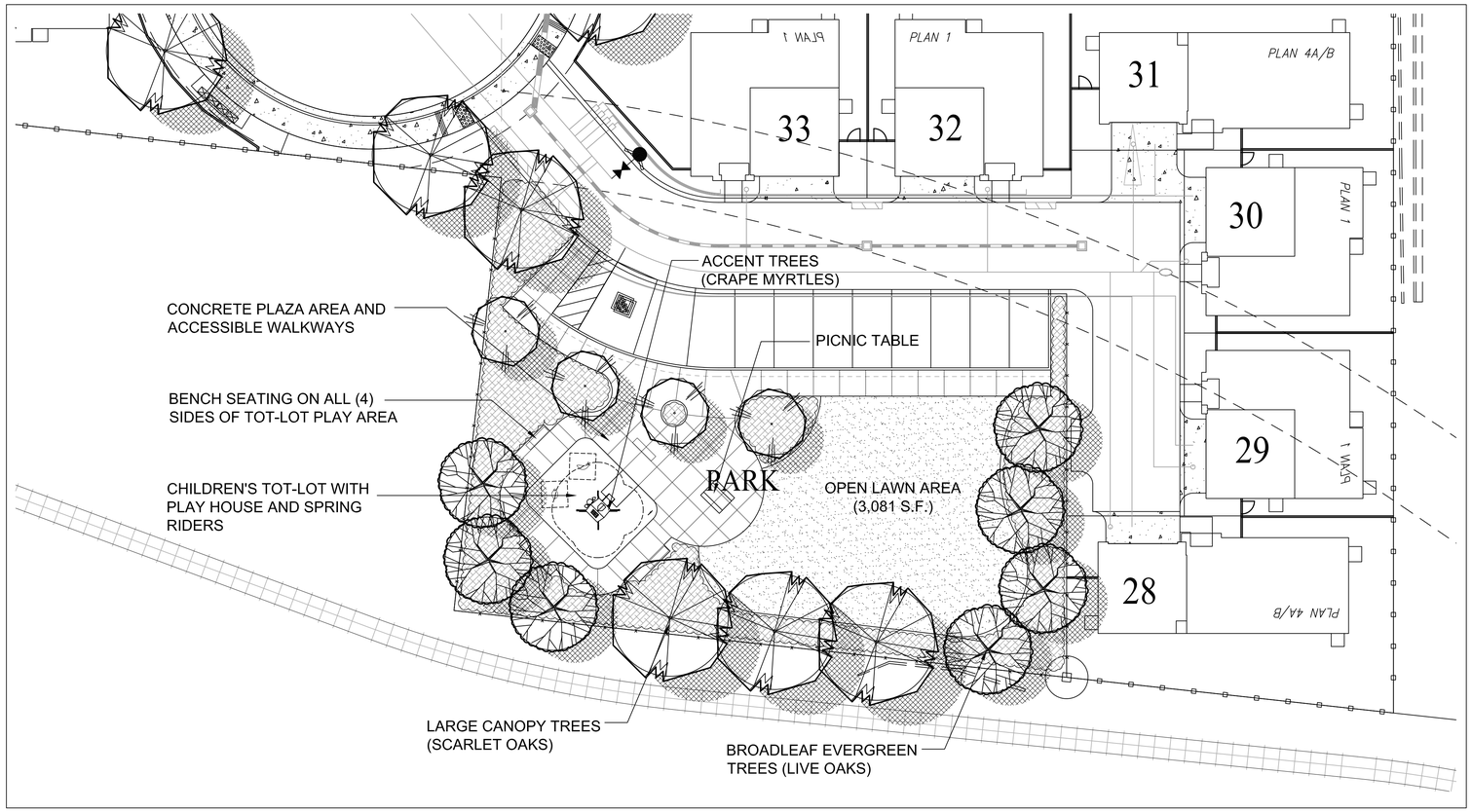
CENTRAL AVENUE SUBDIVISION 9453

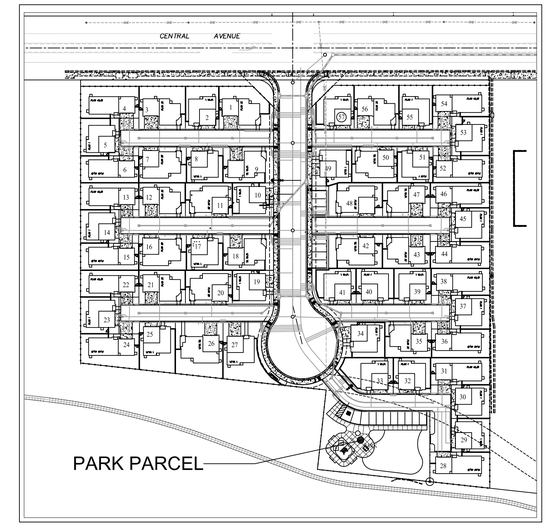
PITTSBURG, CALIFORNIA

PRELIMINARY LANDSCAPE PLAN

DESIGNED: RS	DRAWN: RS
CHECKED:	JOB NO:
DATE 06-12-17	
SCALE NOTED	

SHEET L-2.1 OF SHEETS





PROJECT SITE PLAN

HOA PARK PLAN

CENTRAL AVENUE, PITTSBURG

GRAPHIC SCALE

16 0 8 16 32 64

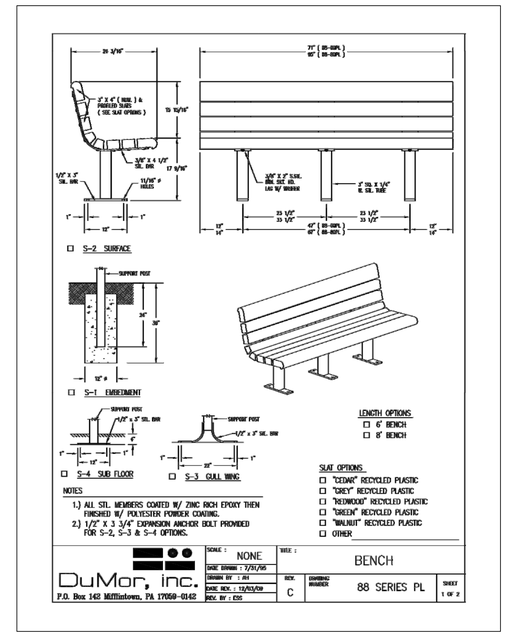
(IN FEET)
1 inch = 16 ft.

CHILDREN'S PLAY HOUSE
(*LANDSCAPE STRUCTURES* 'SMART PLAY NOOK')

TOT SPRING RIDER
(*PLAYWORLD SYSTEMS* 'LADYBUG')

TOT SPRING RIDER
(*PLAYWORLD SYSTEMS* 'SHARK')

PICNIC TABLE
(*PLAYWORLD SYSTEMS* 6 FT. METAL TABLE)



DECORATIVE BENCH AT PARK TOT LOT
(*DUMOR INC,* 6 FT. RECYCLE MATERIAL BENCH)

REFER TO SHEET L-2.1 FOR PLANT MATERIALS LIST

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1620 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

REGISTERED LANDSCAPE ARCHITECT
RICHARD STOVER
3017
Signature
Date 6/11/18
STATE OF CALIFORNIA

CENTRAL AVENUE
SUBDIVISION 9453
PITTSBURG, CALIFORNIA

H.O.A. PARK
PRELIMINARY
PLAN

DESIGNED: RS	DRAWN: RS
CHECKED:	JOB NO:
DATE 06-12-17	
SCALE NOTED	

SHEET
L-2.2
OF SHEETS

PLANTING NOTES:

GENERAL NOTES: The Landscape Contractor shall inspect the site and be familiar with all existing site conditions prior to submitting his bid. Contractor shall not willfully proceed with construction as shown when it is obvious that obstructions, landscape area and/or grade differences exist that may not have been known during design. such conditions shall immediately be brought to the attention of the Landscape Architect. The contractor shall assume full responsibility for all necessary revisions due to failure to give such notification. Contractor shall be responsible for making himself familiar with all underground utilities, pipes, structures and obstructions. Contractor shall take sole responsibility for all costs incurred due to damage and/or replacement of these items. Contractor shall be responsible for coordination between trades and subcontractors as required to accomplish landscape operations. The Landscape Contractor shall be responsible for any damage to existing facilities caused by or during the performance of his work. All repairs shall be made at no cost to the Owner. Planting shall be installed in conformance with all applicable local codes and ordinances by experienced workmen and a licensed Landscape Contractor who shall obtain all necessary permits and pay all required fees.

SOIL PREPARATION: The Landscape Contractor shall be responsible for finish grading and all planting area drainage. Positive drainage away from the building as per city codes shall be maintained. No low spots which hold standing water will be accepted. The Landscape Contractor shall incorporate soil preparation amendment into planting areas as noted below. Where rototilling is not possible, incorporate soil amendments into top 6 inches with hand tools. After installation of irrigation system, all planting areas are to be fine graded to within 2 inches and slightly mounded away from edges of top of planter, curb, walk, header, etc. and raked smooth with all rocks and debris over 1 inch in diameter removed.

SOIL PREPARATION AMENDMENTS AND BACKFILL MIX: The Landscape Contractor shall amend existing soil, by rototilling, 6 cu. yd. BFI 'Super Humus' compost and 15 lbs. organic balanced fertilizer 'Phyta-Boost' (7-1-2) per 1,000 sq. ft .available from California Organics or equal into the top 6 inches of soil in all planting areas. (or equal) Pit Planting Mix: for trees and shrubs mix 1/3 organic amendment, 2/3 amended topsoil as noted above.

TREE PLANTING: The trees are to be planted as per detail on plan. Trees shall typically be located a minimum of 4 feet from curbs, walks, headers, buildings, overheads, and other trees within the project. backfill shall be the 'Pit Planting Mix' as noted above. All trees shall receive organic fertilizer 'Phyta boost' 7-1-2 avail. from California Fertilizer Company Inc.(or equal) for 15 gallon trees: 1 cup, for 5 gallon trees and shrubs: 1/2 cup. Thoroughly water trees immediately after planting.

ROOT BARRIERS: All trees planted within 5' of a paved surface shall receive a linear type root barrier 18" deep and 10' long along adjacent paving edges, centered on the tree trunk. (See detail)

SHRUB PLANTING: The shrubs shall be spotted as per plan and the locations approved prior to the digging of the holes. Shrub backfill shall be the 'Pit Planting Mix' as noted in 'Backfill soil mixes'. All shrubs shall receive 'Phyta-Boost' 7-1-2 organic fertilzer avail from California Fertilizer Company Inc.(or equal) at the following rates: For 5 gallon shrubs:1/2 cup for, 1 gallon shrubs:1/4 cup. Thoroughly water shrubs immediately after planting. Do not plant any plant within 2'0" of any building wall.

MULCHING: Mulch all planting areas, excluding lawn and storm water bioswale areas, having a slope less than 2:1 with a 3 inch minimum depth of recycled wood fiber, UV stabilized,dyed-colorfast black with a PH of no higher than 5.0. and free of noxious weeds and foreign materials. #135 Black Chip from 'Re-User Inc.' or approved equal.

SOD LAWN: Sod shall be as specified on drawings and installed as per suppliers specifications. Remove from all turf areas, stones (1" or larger), mortar, concrete, asphalt, rubbish, debris and any materials harmfull to plant life. Remove noxious weed growth and roots. Thoroughly mix and pulverize the following proportions of materials (lightly compacted measurements) to a minimum depth of 6-8 inches while in a moist, friable condition: 6 cu yards of BFI 'super humus' compost per 1000 sq ft. of lawn area and 15 lbs per 1000 organic fertilizer 'Phyta-Green' Turf Fertilizer 8-2-2 available from California Organic fertilizer Inc. (or equal)

LAWN MAINTENANCE: Protect an maintain each area by watering, mowing, resodding or seeding as necessary for a minimum of 60 days after turf installation or to the end of the 90 day maintenance period (which ever is latest). Establish a thick, weed free uniform stand of grass. Mow grass at 1 1/2 inches in height when it attains a height of 2 inches. Apply 10 lbs per 1000 sq ft. of 'Phyta Green' Organic Lawn Fertilizer at end of maintenance period.

MAINTENANCE: The Contractor shall maintain the project for 90 days (or as requested by owner) following the approval to begin the maintenance period. During the entire maintenance period, watering, cultivating, weeding, mowing, repair/tightening of stakes and ties, restoration of basins, provision of supplemental water by hand in addition to irrigation system as necessary. No pre-emergence herbicides shall be applied- hand remove weeds. Only organic fertilizers shall be applied such as those specified above. Install per manufacturer's recommendations. At the end of the 90 day maintenance period all areas are to be weed free and all plant material is to be in a healthy, thriving condition. Integrated pest management practices shall be implemented.

SUBSTITUTIONS: Requests for substitutions of plant varieties shall be made to the Landscape Architect within 15 days after signing of contract.

GUARANTEE: All construction, trees and shrubs by the Landscape Contractor and/or his subcontractors shall be guaranteed for (1) one year after beginning of maintenance period. The contractor shall replace, at no expense to the Owner, any and all landscape materials that are in an unacceptable condition for time of use, and trees or shrubs that are dead or not in a vigorous, healthy growing condition; within two weeks of notification of such condition. Replacement shall be of the same kind and size as the originally specified item and shall be replaced as originally described on the drawings. The Contractor shall not be held liable for loss of plant materials during the guarantee period due to vandalism, accidental causes or acts of neglect by others than the Contractor, his agents and employees.

CLEAN UP: At the end of each work day, at the inspection for substantial completion and before acceptance of project, clean paved areas that are dirtied or stained by construction operations, by sweeping or washing, and remove defacements and stains. Remove construction equipment, excess materials and tools. Haul from Owners property the debris resulting from construction, and dispose of legally. Remove remaining temporary protection at time of acceptance by Owner unless otherwise agreed.

FERTILIZERS: Available California Fertilizers Company Inc. 1-800-269-5690 www.organicag.com
www.californiaorganicfertilizers.com. Compost available from BFI 408-888-7632 www.bfi.com

EXISTING TREES TO REMAIN: Provide temporary fencing, barricades or guards as necessary to protect existing trees or other plants which are to remain, from above grade damage. Protect root systems from smothering. Do not store construction materials, debris or excavated material within drip line (outer perimeter of tree branches). Restrict vehicular and foot traffic within drip line to prevent excessive compaction of soil over root systems. Arborist's report, when present, takes precedent over these notes.

WATER EFFICIENT LANDSCAPE WORKSHEET

REFERENCE EVAPOTRANSPIRATION (ETo): 45.4

HYDROZONE / PLANTING DESCRIPTION	PLANT FACTOR (PF)	IRRIGATION METHOD	IRRIGATION EFFICIENCY (IE)	ETAF (PF / IE)	LANDSCAPE AREA (sq. ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREAS:							
LOW WATER USE	0.3	DRIP	0.81	0.3703703	4,704	1742.221891	49040.1
MEDIUM WATER USE	0.5	DRIP	0.81	0.6172839	1,012	624.6913068	17583.8
MEDIUM WATER USE	0.5	BUBBLER	0.81	0.6172839	108	66.6666612	1876.5
				TOTALS:	5824	2434	
SPECIAL LANDSCAPE AREAS:							
REC. AREA				0	0	0	0
WATER FEATURE 1				0	0	0	0
WATER FEATURE 2				0	0	0	0
				TOTALS:	0	0	
						ETWU TOTAL:	68,500
						MAXIMUM ALLOWED WATER ALLOWANCE (MAWA):	73,770

ETAF CALCULATIONS:

REGULAR LANDSCAPE AREAS:

TOTAL ETAF x AREA	2,434
TOTAL LANDSCAPE AREA	5,824
AVERAGE ETAF	0.42

NOTE: AVERAGE ETAF FOR REGULAR LANDSCAPE AREAS MUST BE 0.55 OR BELOW FOR RESIDENTIAL AREAS, AND 0.45 OR BELOW FOR NON-RESIDENTIAL AREAS.

ALL LANDSCAPE AREAS:

TOTAL ETAF x AREA	2,434
TOTAL LANDSCAPE AREA	5,824
SITEWIDE ETAF	0.42

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1630 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

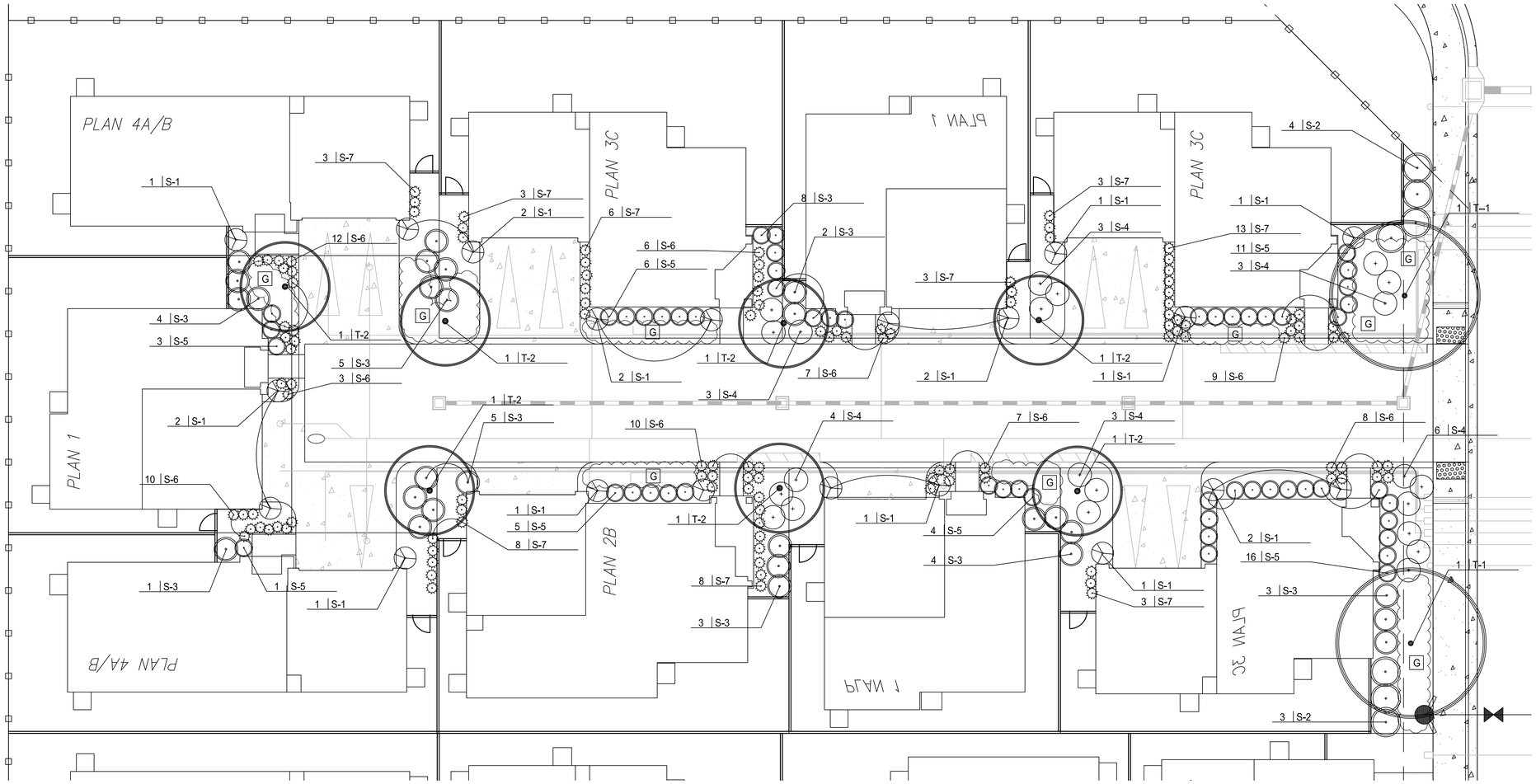
REGISTERED LANDSCAPE ARCHITECT
RICHARD STOWER
3017
Signature
Date 6/11/18
STATE OF CALIFORNIA

CENTRAL AVENUE
SUBDIVISION 9453
PITTSBURG, CALIFORNIA

LANDSCAPE
NOTES & WATER
CALCULATIONS

DESIGNED: RS	DRAWN: RS
CHECKED:	JOB NO:
DATE 06-12-17	
SCALE NOTED	

SHEET
L-2.3
OF SHEETS



SUGGESTED PLANT MATERIALS LIST: FRONT YARD LANDSCAPE

SYMBOL	BOTANICAL NAME	COMMON NAME	WUCOLS WATER NEEDS
T-1	STREET TREE: REFER TO STREET TREE & FENCING PLAN		
T-2	ACCENT TREE: TO BE 15 GAL. SIZE		
	CERCIS OCCIDENTALIS	(WESTERN REDBUD)	VERY LOW
	LAGERSTROEMIA 'TUSCARORA'	(CRAPE MYRTLE)	LOW
S-1	STANDARD SHRUB: TO BE 5 GAL. SIZE		
	EURYOPS PECTINATUS	(YELLOW DAISY STANDARD)	LOW
	LAVATERA ASSURGENTIFLORA	(TREE MALLOW STANDARD)	LOW
	RHAPHIOLEPIS 'MAJESTIC BEAUTY'	(INDIA HAWTHORN STANDARD)	LOW
S-2	LARGE SHRUBS: TO BE 5 GAL. SIZE		
	COTONEASTER LACTEUS	(COTONEASTER)	LOW
	ELAEAGNUS PUN. 'MACULATA'	(GOLDEN SILVERBERRY)	LOW
	FEIJOA SELLOWIANA	(PINEAPPLE GUAVA)	MEDIUM
S-3	MEDIUM SHRUBS: TO BE 5 GAL. SIZE		
	CISTUS PURPUREUS	(ORCHID ROCKROSE)	LOW
	NERIUM OLE. 'PETITE PINK'	(DWARF OLEANDER)	LOW
	RHAPHIOLEPIS 'JACK EVANS'	(INDIA HAWTHORN)	LOW
S-4	SPREADING SHRUBS: TO BE 5 GAL. SIZE		
	ABELIA 'BRONZE ANNIVERSARY'	(GLOSSY ABELIA)	MEDIUM
	CISTUS 'SNOW FIRE'	(ROCKROSE)	LOW
	COLEONEMA PUL. 'SUNSET GOLD	(BREATH OF HEAVEN)	MEDIUM
S-5	HEDGING SHRUBS: TO BE 5 GAL. SIZE		
	MYRTUS COMMUNIS 'COMPACTA'	(DWARF MYRTLE)	LOW
	RHAPHIOLEPIS IND. 'CLARA'	(INDIAN HAWTHORN)	LOW
	TEUCRIUM FRU. 'COMPACTUM'	(BUSH GERMANDER)	LOW
S-6	SMALL ACCENT SHRUBS: TO BE 1 GAL. SIZE		
	AGAPANTHUS AFR. 'BLUE STORM'	(LILY OF THE NILE)	MEDIUM
	DIETES IRIDOIDES	(FORTNIGHT LILY)	LOW
	NANDINA 'FIREPOWER'	(DWARF HEAVENLY BAMBOO)	LOW
S-7	SECONDARY ACCENT SHRUBS: TO BE 1 GAL. SIZE		
	FESTUCA IDA. 'SISKYOU BLUE'	(BLUE FESCUE)	VERY LOW
	PHORMIUM 'JACK SPRATT'	(DWARF NEW ZEALAND FLAX)	LOW
	STIPA TENUISSIMA	(MEXICAN FEATHER GRASS)	LOW
G	GROUNDCOVER: TO BE 1 GAL. SIZE AT 30" O.C.		
	LANTANA MONTEVIDENSIS	(LANTANA)	LOW
	ROSMARINUS 'PROSTRATA'	(PROSTRATE ROSEMARY)	LOW

NOTES FOR PLANT MATERIAL SELECTION:

1. ROTATE PLANT MATERIALS COURT TO COURT SO THAT THE PLANT PALETTE FOR ADJOINING COURTS IS DIFFERENT, ESPECIALLY AT THE FRONT ENTRIES.
2. IF A PLANT MATERIAL GROUPING CROSSES THE PROPERTY LINE BETWEEN LOTS, USE ALL OF ONE SPECIES OF PLANT FOR THAT GROUPING.

ADDITIONAL NOTES:

1. ALL PLANTING AREAS SHALL RECEIVE A 3" LAYER OF FIRBARK TOP DRESSING MULCH (NUGGET NOT SHREDDED).
2. ALL FRONT YARD LANDSCAPE AREAS SHALL BE WATERED BY A WATER CONSERVING AUTOMATIC IRRIGATION SYSTEM AT EACH LOT.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

REFER TO SHT. L-3.2 FOR PLANTING NOTES AND DETAILS

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1630 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925-933.2583

REGISTERED LANDSCAPE ARCHITECT
RICHARD STOWER
3017
Signature
Date 6/11/15
STATE OF CALIFORNIA

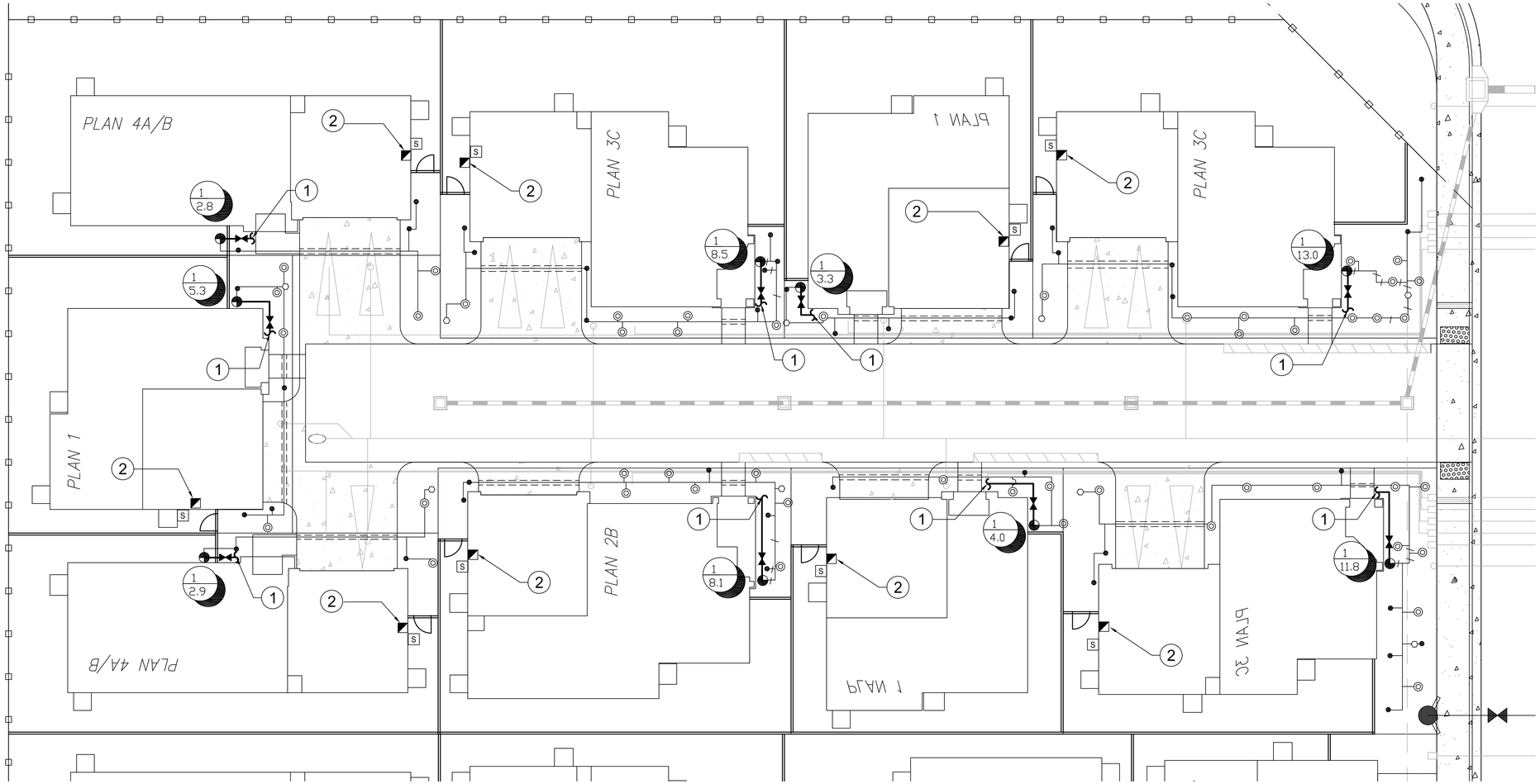
CENTRAL AVENUE SUBDIVISION 9453

PITTSBURG, CALIFORNIA

TYPICAL FRONT YARD PLANTING PLANS

DESIGNED: RS	DRAWN: RS
CHECKED:	JOB NO:
DATE 06-12-17	
SCALE NOTED	

SHEET L-3.1 OF SHEETS



GRAPHIC NOTE:

IRRIGATION PLAN IS A SCHEMATIC REPRESENTATION OF THE DESIGN. ALL IRRIGATION PIPES AND VALVES SHOWN IN PAVING AREAS SHALL BE INSTALLED IN ADJACENT PLANTERS ALONG BACK OF PAVING AS SITE CONSTRAINTS ALLOW. SLEEVE LOCATIONS ARE SHOWN RELATIVE TO RELATED SITE PAVING LOCATIONS.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

REFER TO SHEET L-3.4 FOR TYPICALS IRRIGATION LEGEND, NOTES AND DETAILS

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1630 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

REGISTERED LANDSCAPE ARCHITECT
RICHARD STOWER
3017
Signature
Date 9/11/16
STATE OF CALIFORNIA

CENTRAL AVENUE SUBDIVISION 9453

PITTSBURG, CALIFORNIA

TYPICAL FRONT YARD IRRIGATION PLANS

DESIGNED: RS	DRAWN: RS
CHECKED:	JOB NO:
DATE 11-28-16	
SCALE NOTED	

SHEET
L-3.3
OF SHEETS

IRRIGATION NOTES:

GENERAL NOTES: DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE DESIGN OF THE SYSTEM. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. NOTIFY LANDSCAPE ARCHITECT OF ANY ASPECTS OF LAYOUT, WHICH WILL PROVIDE INCOMPLETE OR INSUFFICIENT WATER COVERAGE OF PLANT MATERIAL AND DO NOT PROCEED UNTIL THE INSTRUCTIONS ARE OBTAINED. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL THE GRADE DIFFERENCES, LOCATION OF WALKS, RETAINING WALLS, ETC. PRIOR TO CONSTRUCTIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE (BY ALL MEANS NECESSARY) ALL EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED ON THE PANS. CITY STANDARD DRAWINGS, SPECIFICATIONS, SPECIFIC NOTES & DETAIL DRAWINGS AND THE SOILS REPORT TAKE PRECEDENCE OVER GENERAL DRAWINGS AND PLANS UNLESS OTHERWISE DIRECTED. ANY DEVIATION FROM APPROVED PLANS DURING CONSTRUCTION WILL REQUIRE 48 HOURS PRIOR NOTICE TO THE LANDSCAPE ARCHITECT. AT LEAST ONE SET OF PLANS SHALL BE ON THE SITE AT ALL TIMES FOR INSPECTION. IRRIGATION CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY AND CITY LAWS AND ORDINANCES; AND REGULATIONS OF THE DEPARTMENT OF INDUSTRIAL RELATIONS, O.S.H.A. AND INDUSTRIAL ACCIDENT COMMISSION RELATING TO THE SAFETY AND CHARACTER OF WORK, EQUIPMENT AND LABOR PERSONNEL. THE IRRIGATION CONSULTANT ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY OF THE DESIGN CONTAINED HEREIN.

DRAWINGS: DUE TO THE SCALE OF DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, ETC., WHICH MAY BE REQUIRED. THE CONTRACTOR SHALL ALSO CAREFULLY INVESTIGATE THE STRUCTURAL AND FINISHED CONDITIONS AFFECTING ALL OF HIS WORK, PLAN HIS WORK ACCORDINGLY AND FURNISH SUCH FITTINGS, ETC. AS MAY BE NECESSARY TO MEET SUCH CONDITIONS. DRAWINGS ARE GENERALLY DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. THE WORK SHALL BE INSTALLED IN SUCH A MANNER AS TO AVOID CONFLICTS BETWEEN IRRIGATION SYSTEM, PLANTING AND ARCHITECTURAL FEATURES. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHERE POSSIBLE.

CONTROLLER: IRRIGATION CONTRACTOR IS TO PROGRAM TIMING OF STATIONS ON CONTROLLER TO IRRIGATE IN THE MOST EFFICIENT, WATER CONSERVING MANNER POSSIBLE. IT IS THE RESPONSIBILITY OF THE LANDSCAPE MAINTENANCE CONTRACTOR AND/OR THE OWNER TO PROGRAM THE IRRIGATION CONTROLLERS TO PROVIDE THE MINIMUM AMOUNT OF WATER NEEDED TO SUSTAIN PROPER PLANT HEALTH. THIS INCLUDES MAKING ADJUSTMENTS TO THE PROGRAM FOR SEASONAL WEATHER CHANGES, PLANT MATERIAL NEEDS, WATER REQUIREMENTS, CHANGES IN ELEVATION, SUN, SHADE AND WIND EXPOSURES. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ANY DAMAGE, EROSION, PUDDLING, ETC. DUE TO IMPROPER PROGRAMMING. ELECTRICAL CONTRACTOR TO SUPPLY 120-VOLT A.C. (2.5 AMP) SERVICE & DISCONNECT, JUNCTION BOX AND CONDUIT, AS NECESSARY, TO CONTROLLER LOCATION. IRRIGATION CONTRACTOR TO MAKE FINAL CONNECTION FROM ELECTRICAL STUB-OUT TO CONTROLLER. INSTALL NEW 9-VOLT DURACELL BATTERY(S) IN EACH CONTROLLER (IF REQUIRED) TO RETAIN PROGRAM IN MEMORY DURING TEMPORARY POWER FAILURES. CONTROLLER SHALL HAVE GROUND WIRE AS PER MANUFACTURER'S INSTRUCTIONS.

VALVES: BACKFLOW DEVICE, ISOLATION AND CONTROL VALVE LOCATIONS SHOWN ARE DIAGRAMMATIC. INSTALL IN GROUNDCOVER / SHRUB AREAS WHERE POSSIBLE (NOT IN LAWN AREA), AND AT THE EDGES OF THE PLANTING AREAS SO AS TO NOT INTERFERE WITH PLANT HOLE EXCAVATION. INSTALL VALVE BOXES 12 INCHES FROM AND PERPENDICULAR TO: WALKS, CURBS, LAWN, ETC. AND EACH BOX SHALL BE 12 INCHES APART. THE SHORT SIDE OF VALVE BOX SHALL BE PARALLEL TO WALK, CURB, LAWN EDGE, ETC. INSTALL (1) VALVE PER RECTANGULAR BOX INLINE WITH THE LENGTH OF THE BOX. LOCATE QUICK COUPLING VALVES AND/OR HOSE BIBS 2 INCHES FROM HARDSCAPE AREA.

WIRING: CONTROL WIRES SHALL BE U.L. APPROVED FOR DIRECT BURIAL IN GROUND, COPPER SIZE #14-1. COMMON GROUND WIRE SHALL HAVE WHITE INSULATION JACKET. CONTROL WIRE SHALL HAVE INSULATION JACKET OF COLOR OTHER THAN WHITE. SPLICING SHALL BE DONE WITH 3M #3570 SCOTCHLOK SEAL PACKS. SPLICING OF 24-VOLT WIRES WILL NOT BE PERMITTED EXCEPT IN VALVE BOXES. LEAVE A 24 INCH COIL OF EXCEL WIRE AT EACH SPLICE AND AT 100 FEET ON CENTER ALONG WIRE RUN. TAPE WIRE IN BUNDLES AT 10 FEET ON CENTER. NO TAPING PERMITTED IN SLEEVES. INSTALL A CONTROL WIRE FOR EACH EXTRA STATION LEFT ON THE CONTROLLER AND A SPARE CONTROL WIRE OF A DIFFERENT COLOR ALONG THE ENTIRE MAIN LINE. LOOP 24 INCHES OF EXCESS WIRE INTO EACH SINGLE VALVE BOX AND INTO ONE VALVE BOX IN EACH GROUP OF VALVES. INSTALL 'RAINBIRD' #LSP-1 LINE SURGE PROTECTOR EVERY 500 FT. OF 2-WIRE WIRE PATH.

MULTI-OUTLET DRIP SYSTEM: CONTRACTOR SHALL INSTALL DRIP HEADS IN PLASTIC CANS PER DETAIL; INSTALL POT PLUGS IN ANY AND ALL UNUSED DRIP EMITTER PORTS; DISTRIBUTION TUBING SHALL NOT EXTEND BEYOND MANUFACTURER'S RECOMMENDATIONS (6 FT. MAX.). SECURE DISTRIBUTION TUBING TO GRADE WITH TUBING METAL STAPLES AT A MAXIMUM SPACING OF 24 INCHES. PROVIDE PLASTIC STAKE SUPPORTS AT DISTRIBUTION TUBING TERMINUS TO ANCHOR AND SECURE EMITTERS OVER ROOTBALL; EVENLY SPACE MULTIPLE EMITTER INSTALLATIONS AROUND PLANT ROOTBALL. INSTALL 'BUG PLUGS' IN EVERY DISTRIBUTION TUBING TERMINUS.

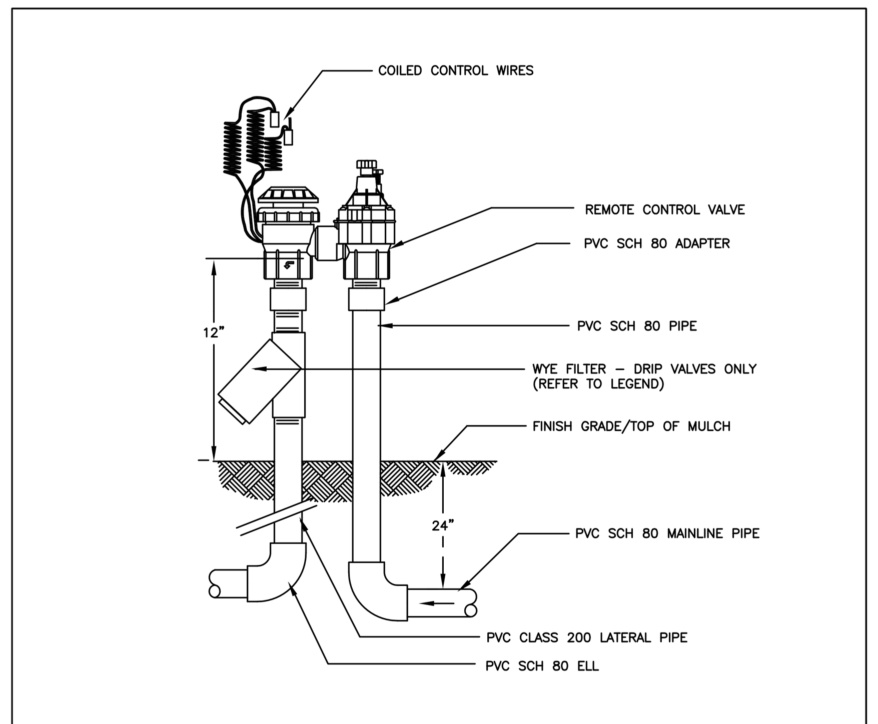
PIPING/TRENCHING: INSTALL MAIN LINE PIPING WITH CONCRETE THRUST BLOCKS AS PER MANUFACTURER'S RECOMMENDATION. MAIN AND LATERAL LINES SHALL BE SURROUNDED WITH A MINIMUM OF 2" OF SAND OR ROCK FREE SOIL. PIPE SEALANT COMPOUND SHALL BE RECTOR SEAL T+2, PERMATEX 51 OR LASCO #905305. PRESSURE THE MAIN LINE @ 150 PSI FOR 2 HOURS AND THE LATERAL LINES @ 100 PSI FOR 2 HOURS, WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, THE CONTRACTOR SHALL USE ALL POSSIBLE CARE TO AVOID INJURY TO TREES, AND TREE ROOT SYSTEMS. EXCAVATION IN AREA WHERE TWO (2) INCH AND LARGER ROOTS EXIST SHALL BE DONE BY HAND. CUT ROOTS ONE (1) INCH AND LARGER IN DIAMETER SHALL BE PAINTED WITH TWO COATS OF TREE SEAL, OR EQUAL. TRENCHES ADJACENT TO TREES SHOULD BE CLOSED WITHIN TWENTY-FOUR (24) HOURS; AND WHERE THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE SHALL BE KEPT SHADED WITH WET BURLAP OR CANVAS.

SLEEVES: THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND THE INSTALLATION OF SLEEVES, CONDUIT OR PIPE THROUGH WALLS, UNDER ROADWAYS, PAVING, STRUCTURES, ETC. PRIOR TO CONSTRUCTION. IN ADDITION TO THE SLEEVES AND CONDUITS SHOWN ON THE DRAWINGS, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION AND/OR INSTALLATION OF SLEEVES AND CONDUITS OF SUFFICIENT SIZE UNDER ALL PAVED AREAS.

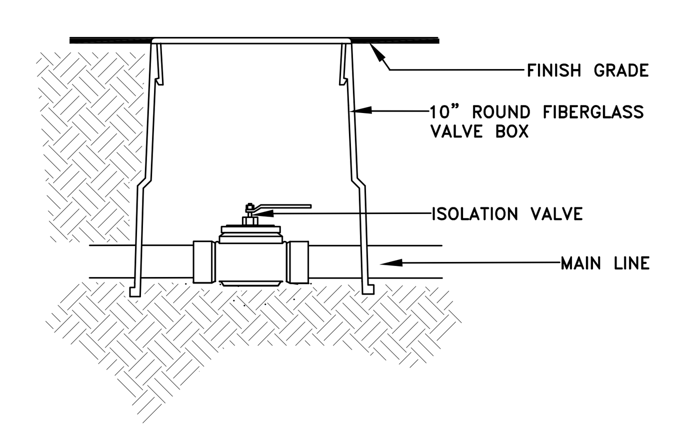
IRRIGATION SYSTEM: THE IRRIGATION SYSTEM IN CURRENTLY POTABLE, SET UP FOR POSSIBLE RETROFIT TO RECYCLED WATER SOURCE IN FUTURE. DESIGN IS BASED ON A MINIMUM OPERATING PRESSURE (PSI) AND A FLOW DEMAND (GPM) AS NOTED ON PLAN. THE IRRIGATION CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT-OF CONNECTION TO THE LANDSCAPE ARCHITECT. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR BEING RESPONSIBLE FOR ANY NECESSARY CHANGES DUE TO THIS DIFFERENCE.

GUARANTEE: ALL CONSTRUCTION, PARTS AND PRODUCTS BY THE LANDSCAPE CONTRACTOR AND/OR HIS SUBCONTRACTORS SHALL BE GUARANTEED FOR ONE (1) FULL YEAR AFTER THE BEGINNING OF THE MAINTENANCE PERIOD. THE CONTRACTOR SHALL REPLACE (AT NO EXPENSE TO THE OWNER) ANY AND ALL IRRIGATION PRODUCTS THAT ARE IN AN UNACCEPTABLE CONDITION FOR THE TIME OF USE. REPLACEMENT OF ANY ITEMS SHALL MATCH ORIGINAL DESCRIPTION OF ITEM(S) ON CONSTRUCTION PLANS AND SHALL BE INSTALLED PER SPECIFICATION. THE CONTRACTOR SHALL NOT BE HELD LIABLE FOR LOSS OF IRRIGATION PARTS OR PRODUCTS DUE TO VANDALISM, ACCIDENTAL CAUSES, OR ACTS OF NEGLECT BY OTHERS THAN THE CONTRACTOR, HIS AGENTS OR EMPLOYEES.

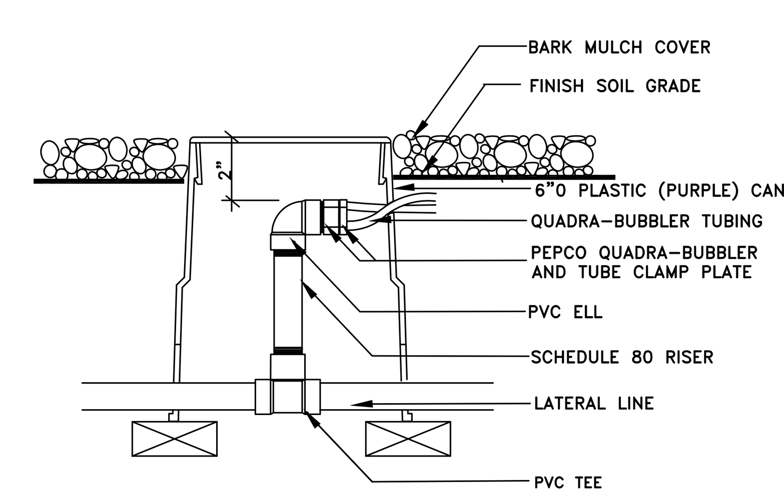
DO NOT BID, ORDER MATERIALS OR INSTALL ANY OR ALL OF SYSTEM BEFORE READING THE IRRIGATION NOTES IN THEIR ENTIRETY. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL CHANGES, REVISIONS AND OR ADDITIONS TO SYSTEM DUE TO FAILURE TO DO SO.



ANTI–SIPHON CONTROL VALVE (DRIP)



ISOLATION/ BALL VALVE



QUADRA–BUBBLER (Q SERIES) DETAIL

IRRIGATION LEGEND:

'HUNTER' #XC-4 4-STATION INTERIOR WALL-MOUNT CONTROLLER

S 'HUNTER' #WSS-SEN WIRELESS SOLAR SYNC WEATHER SENSOR

'KING BROS' SCH 80 PVC BALL VALVE; LINE SIZE IN 10" DIAMETER PLASTIC VALVE BOX

'RAINBIRD' #XACZ-100 1" ANTI-SIPHON CONTROL VALVE WITH 1" #PR RBY FILTER

MAIN LINE: 1" CLASS 315 PVC PIPE WITH SCHEDULE 40 PVC SOLVENT-WELD FITTINGS; ALL CUTS TO BE SQUARE, PRIMER TO BE USED. PROVIDE 18" (MIN.) COVER

LATERAL LINE: CLASS 200 PVC PIPE WITH SCHEDULE 40 PVC SOLVENT-
3/4" WELD FITTINGS; SEE PLAN FOR LINE SIZE. ALL CUTS TO BE
1" SQUARE, PRIMER TO BE USED. PROVIDE 12" (MIN.) COVER

4" SCHEDULE 20 PVC PIPE SLEEVES UNDER PAVING; PROVIDE 24" (MIN.) OF COVER BELOW FINISH PAVING

XX — CONTROLLER STATION NUMBER
00.0 — GALLONS PER MINUTE

'PEPCO' #856 OCTABUBBLER (BLACK, 0.80 GPM HEAD)
EMITTER SCHEDULE: (2) PER 5 GAL. PLANT, (1) PER 1 GAL. PLANT

'PEPCP' #5633 QUADRABUBBLER (BLACK, 0.40 GPM HEAD)
EMITTER SCHEDULE: (2) PER 5 GAL. PLANT, (1) PER 1 GAL. PLANT

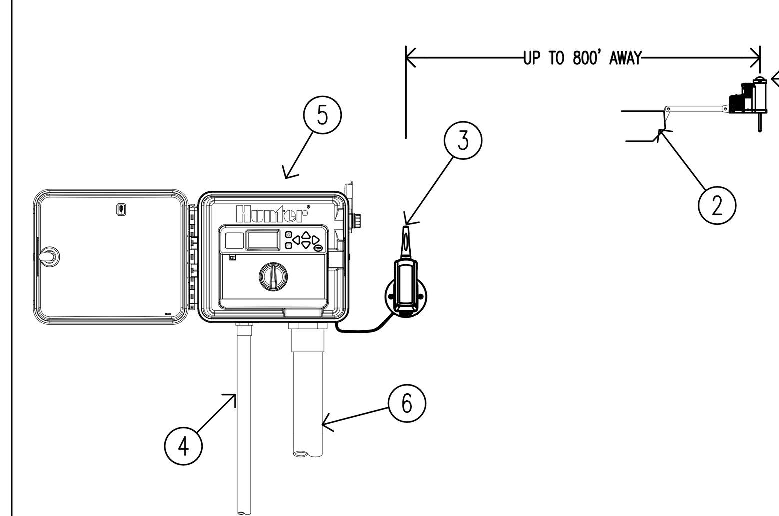
'PEPCO' #9633 QUADRABUBBLER (RED, 0.65 GPM HEAD)
EMITTER SCHEDULE: (2) HEADS PER TREE

(1) TYPICAL POINT-OF-CONNECTION TO EXISTING WATER SUPPLY:
PROVIDE CONNECTION TO EXISTING DOMESTICE WATER SERVICE WITH COMPRESSION 'TEE' WITHIN 10" DIAMETER PLASTIC VALVE BOX, AND ADAPT TO NEW 1" MAIN LINE. VERIFY A MINIMUM AVAILABLE STATIC WATER PRESSURE OF 55 PSI, AND A MINIMUM FLOW OF 13 GPM.

(2) TYPICAL INTERIOR WALL-MOUNT CONTROLLER LOCATION:
PROVIDE 120 VOLT POWER CONNECTION TO CONTROLLER FROM SOURCE INSIDE GARAGE; VERIFY EXACT LOCATION WITH SITE SUPERINTENDENT. ALL ABOVE GRADE CONTROL WIRES SHALL BE CONTAINED WITHIN RIGID ELECTRICAL CONDUIT SECURELY FASTENED TO WALL INSIDE GARAGE.

GRAPHIC NOTE:

IRRIGATION PLAN IS A SCHEMATIC REPRESENTATION OF THE DESIGN. ALL IRRIGATION PIPES AND VALVES SHOWN IN PAVING AREAS SHALL BE INSTALLED IN ADJACENT PLANTERS ALONG BACK OF PAVING AS SITE CONSTRAINTS ALLOW. SLEEVE LOCATIONS ARE SHOWN RELATIVE TO RELATED SITE PAVING LOCATIONS.



(1) MODEL: WIRELESS SOLAR SYNC SENSOR, MOUNT UP TO 800' FROM RECEIVER

(2) HOUSE EAVE LINE LOCATION; TO BE COORDINATED WITH SITE SUPERINTENDENT

(3) WIRELESS SOLAR SYNC RECEIVER MOUNTED ON THE WALL NEXT TO THE CONTROLLER CABINET

(4) POWER SOURCE CONNECTION

(5) HUNTER SERIES CONTROLLER

(6) VALVE CONTROL WIRE CONDUIT

WIRELESS SOLAR SYNC SYSTEM

Hunter® IRRIGATION DETAIL

REVISIONS

Thomas Baak & Associates, LLP
Landscape Architects
1620 North Main Street, Suite 4
Walnut Creek, CA 94596
Ph: 925.933.2583

REGISTERED LANDSCAPE ARCHITECT
RICHARD STOVER
3017
Signature
Date Expires 5/31/18
STATE OF CALIFORNIA

CENTRAL AVENUE
SUBDIVISION 9453
PITTSBURG, CALIFORNIA

TYPICALS IRRIGATION NOTES AND DETAILS

DESIGNED: RS	DRAWN: RS
CHECKED:	JOB NO:
DATE 11–28–16	
SCALE NOTED	

SHEET
L-3.4
OF SHEETS

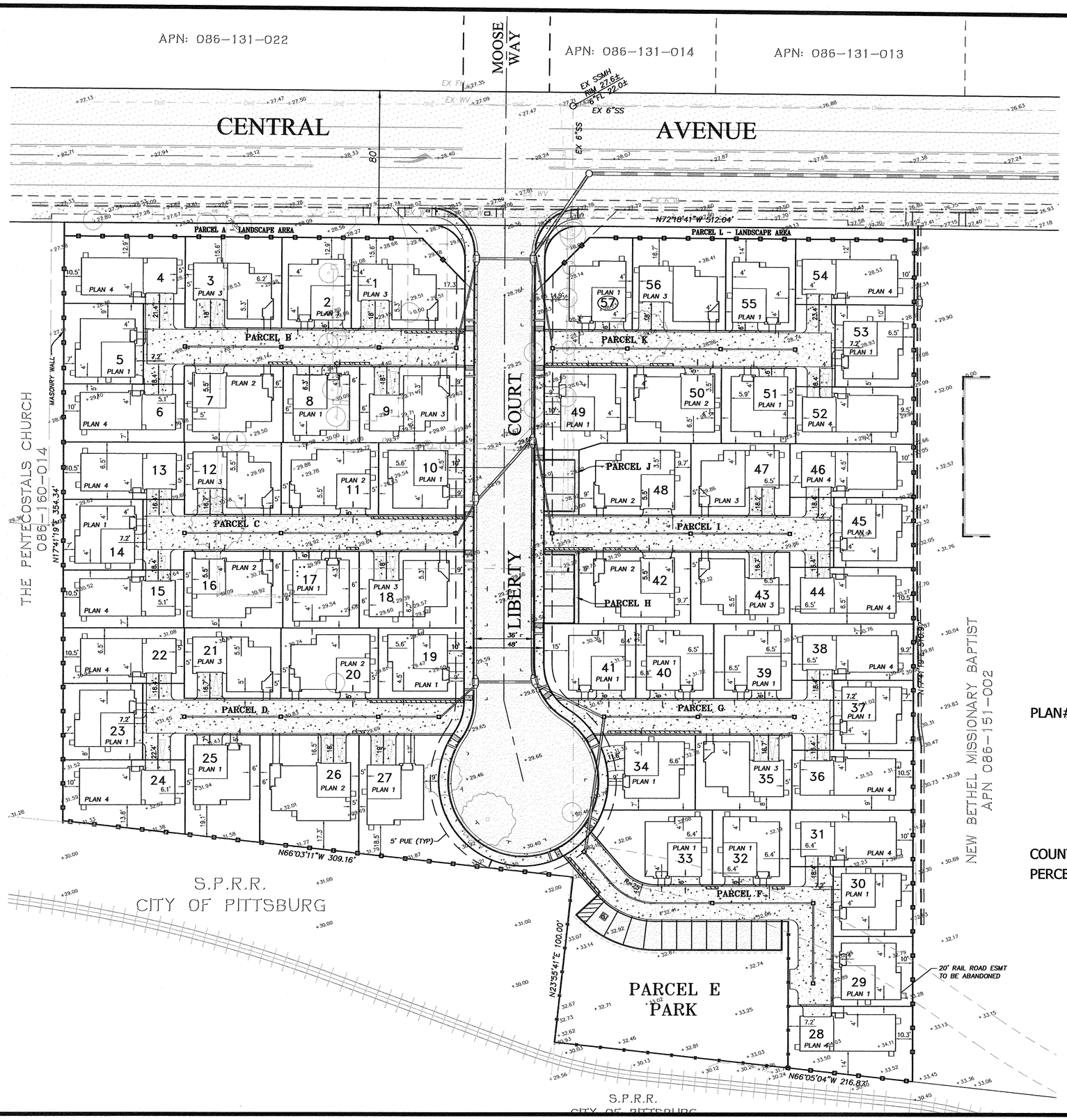
"LIBERTY"

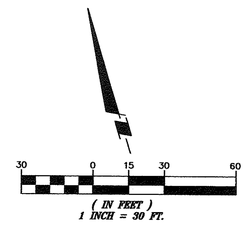
MASTER PLOTTING PLAN

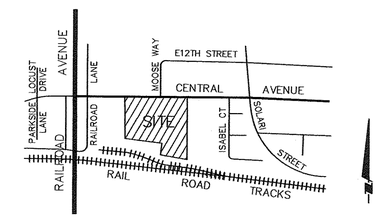
SUBDIVISION 9453

CITY OF PITTSBURG

MAY, 2017







VICINITY MAP

NOT TO SCALE

DISTRIBUTION TABLE

PLAN#	1 TWO STORY	2 TWO STORY	3 TWO STORY	4 TWO STORY	
COUNT	25	8	10	14	TOTAL HOMES: 57
PERCENT	43.9%	14.0%	17.5%	24.6%	TOTAL PERCENT: 100.0%

DATE	REVISIONS	APPR.

REGISTERED PROFESSIONAL ENGINEER DAVID O. ISAKSON NO. 21764 CIVIL STATE OF CALIFORNIA

SUBDIVISION 9453 — LIBERTY

MASTER PLOTTING PLAN

CITY OF PITTSBURG — CONTRA COSTA COUNTY — CALIFORNIA

Isakson & Assoc. Inc.

civil engineering & land surveying

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

DATE: 05-08-17	DESIGNED BY: DOI	DRAWN BY: STAFF	CHECKED BY: DOI	JOB NO. 201616	SHEET 1 OF 1

201616 - MASTER PLOTTING PLAN - 05-08-2017

LIBERTY

PITTSBURG, CA

DISCOVERY BUILDERS, INC.
4061 PORT CHICAGO HWY, SUITE H
CONCORD, CA 94520

DISCOVERY
DESIGN
GROUP, LLC

Date 02/13/17 (Revised 05/11/17)

Monument Sign

LIBERTY
PITTSBURG, CA
DISCOVERY
DESIGN
GROUP, LLC
Discovery Builders Inc.
Date 05/11/17

Elevation A

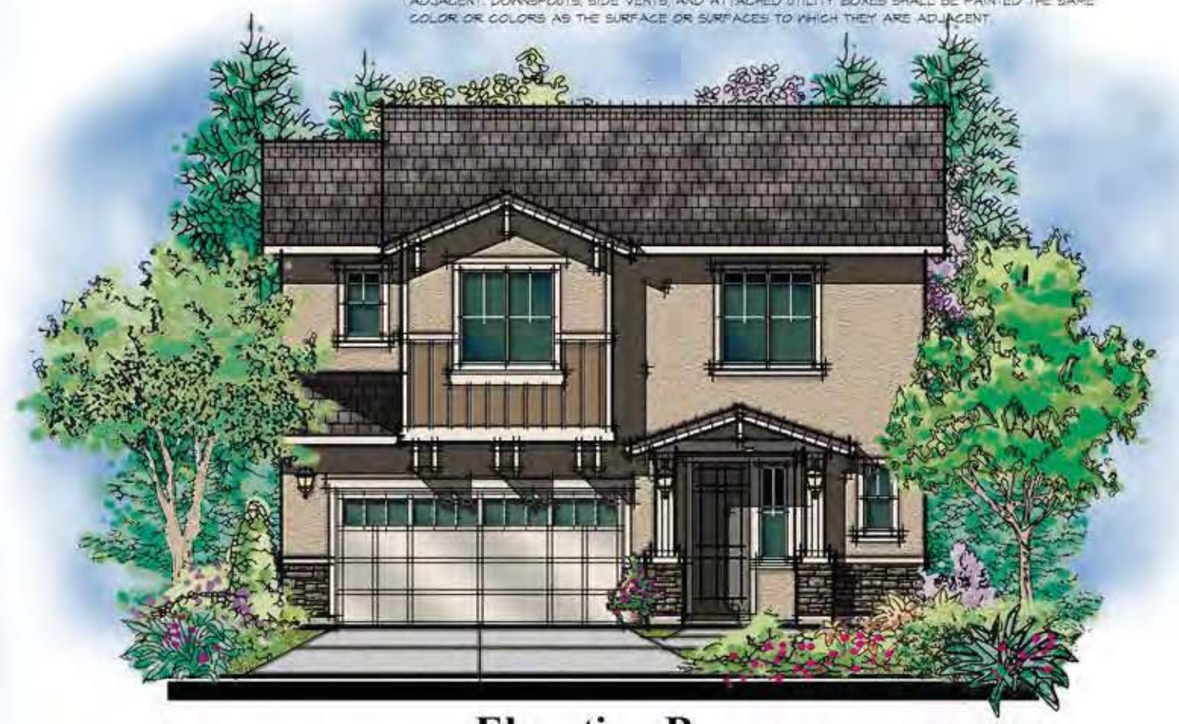
Elevation C

MATERIAL LEGEND

A	B	C
VILLA CONCRETE TILE ROOFING	FLAT CONCRETE TILE ROOFING	FLAT CONCRETE TILE ROOFING
GABLE ROOFS	GABLE ROOFS	GABLE ROOFS
STUCCO BODY	STUCCO BODY	STUCCO BODY
STUCCO TRIM	STUCCO TRIM	STUCCO TRIM
STUCCO/FOAM CORBEL	STUCCO/FOAM CORBEL	STUCCO/FOAM CORBEL
SIMULATED BRICK VENEER	BOARD AND BATTEN	MOCK WOOD SHUTTERS
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES	SIMULATED STONE VENEER	LAP SIDING
	ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES	ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

GENERAL NOTES:

1. ALL EXPOSED PORTIONS OF BUILDING FOUNDATIONS SHALL BE PAINTED THE MAIN 'BODY' COLOR
2. ALL ROOF VENTS SHALL BE PAINTED THE SAME COLOR AS ROOFING MATERIAL TO WHICH THEY ARE ADJACENT. DOWNSPOUTS, SIDE VENTS, AND ATTACHED UTILITY BOXES SHALL BE PAINTED THE SAME COLOR OR COLORS AS THE SURFACE OR SURFACES TO WHICH THEY ARE ADJACENT.



Elevation B

Plan 1 (1846)
Front Elevations

0 2 4 6 8 16

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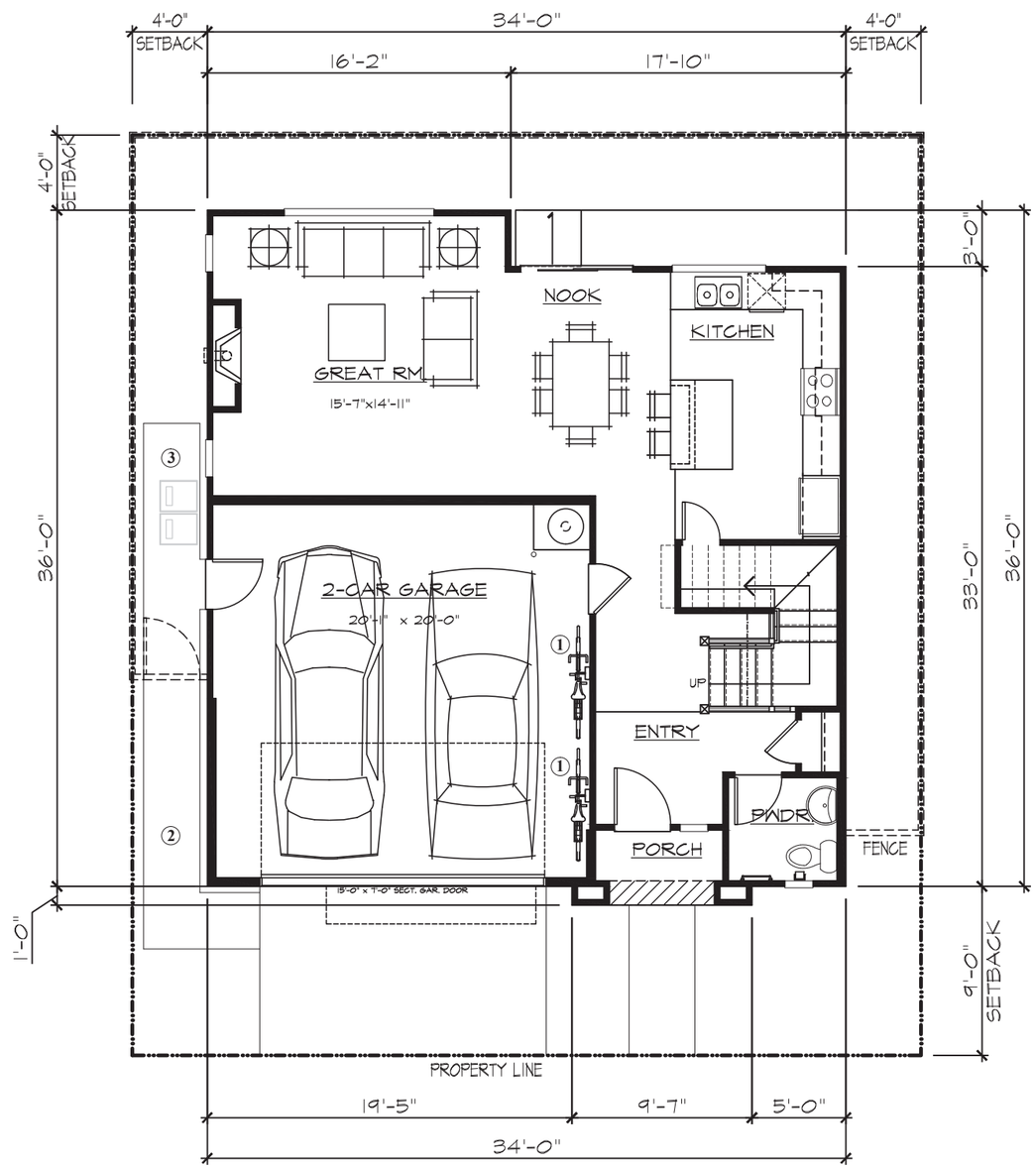
DESIGN
GROUP, LLC

Discovery Builders Inc.
Date 02/13/17 (Revised 05/11/17)

Plan Notes:

1. Wall-mounted bicycle storage
2. Concrete pathway
3. Concrete trash pad (7' min.)



Plan 1 (1846)

4 BEDROOMS (OPT. LOFT)
2-1/2 BATHS

SQUARE FOOTAGE	
FIRST FLOOR	735 SF
SECOND FLOOR	1111 SF
TOTAL LIVING AREA	1846 SF
GARAGE	415 SF

First Floor Plan

0 2 4 6 8 16

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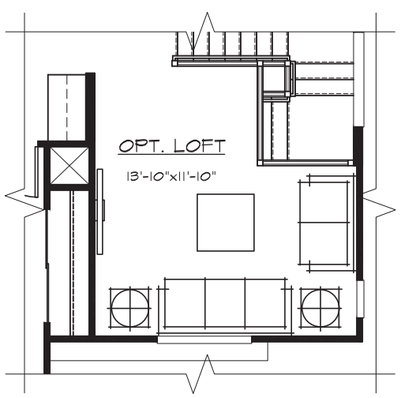
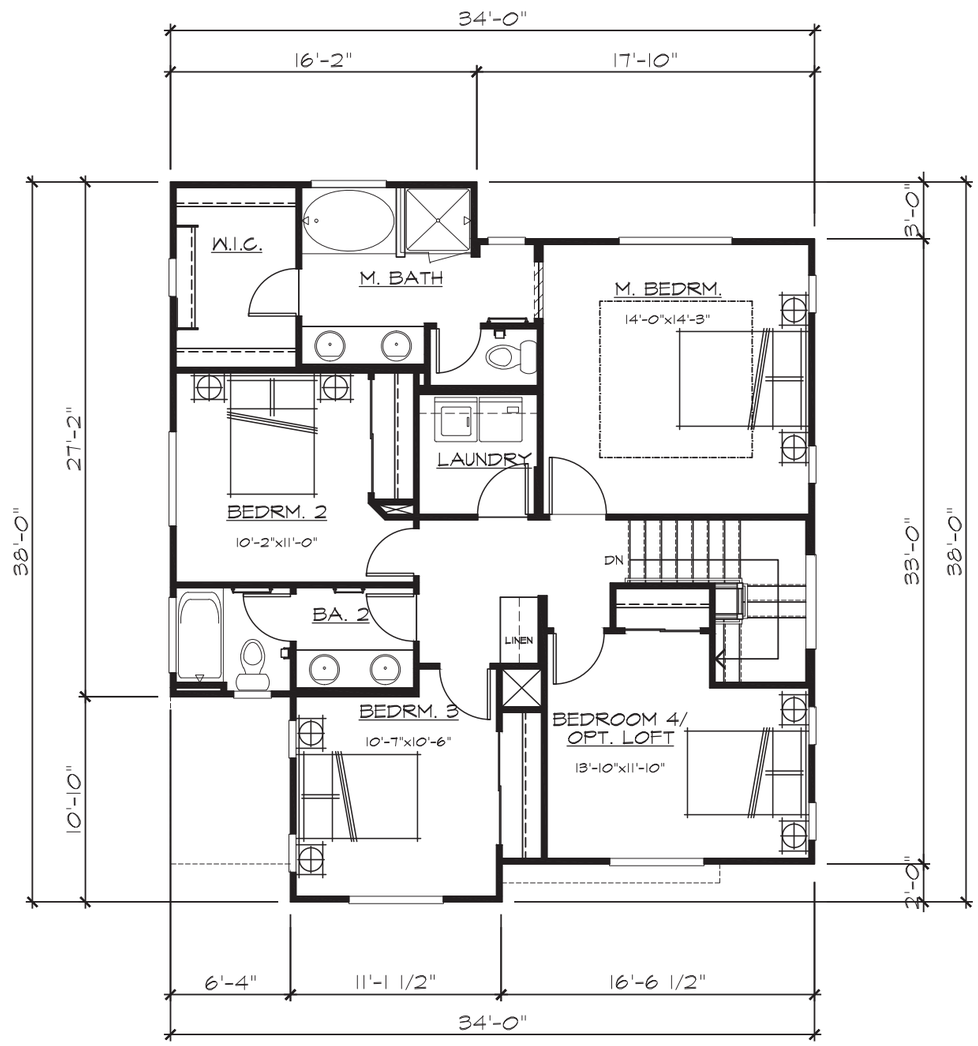
D a t e 02/13/17 (Revised 05/11/17)



Opt. Loft



Plan 1 (1846)

4 BEDROOMS (OPT. LOFT)
2-1/2 BATHS

SQUARE FOOTAGE	
FIRST FLOOR	735 SF
SECOND FLOOR	1111 SF
TOTAL LIVING AREA	1846 SF
GARAGE	415 SF

Second Floor Plan

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

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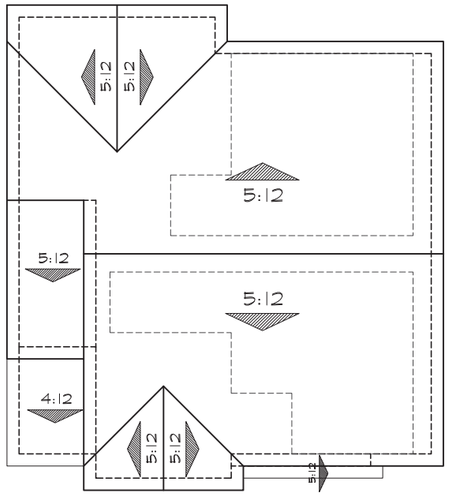
D a t e 02/13/17 (Revised 05/11/17)



SOLAR ZONE READY:

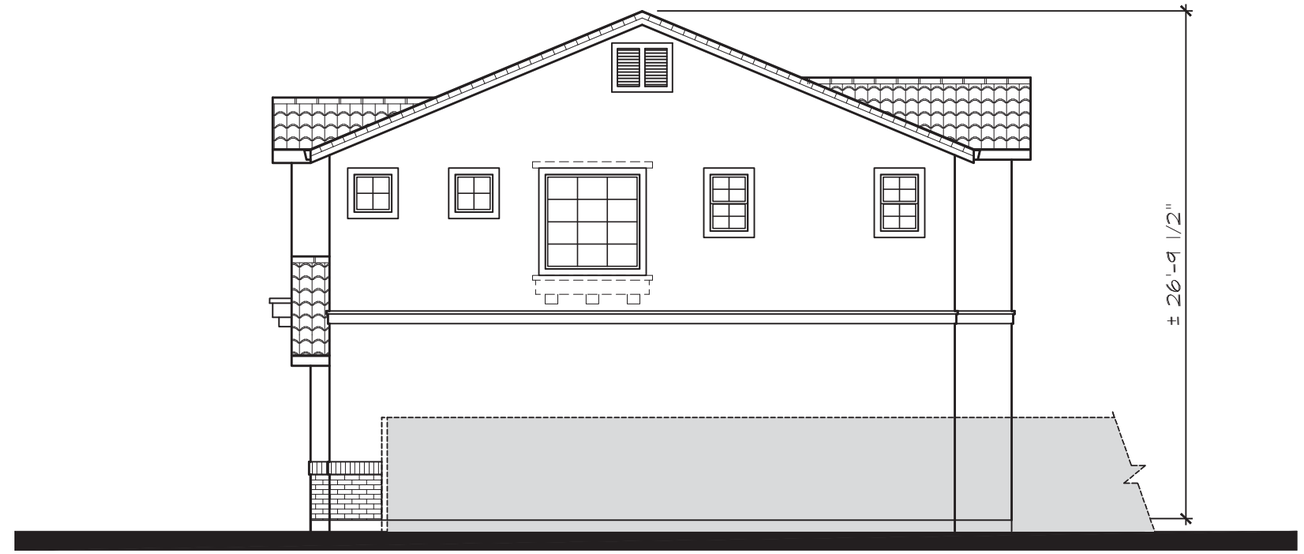
REFER TO SECTION 110.10 IN THE 2013 CALIFORNIA ENERGY CODE FOR MANDATORY REQUIREMENTS FOR SINGLE-FAMILY RESIDENCES AND MINIMUM SOLAR ZONE.

DENOTES SOLAR PANELS

PROVIDE CONDUIT ONLY FROM ROOFATTIC TO ELECTRICAL SERVICE PANEL FOR FUTURE PHOTOVOLTAIC PANELS.

Roof Plan 'A'

0 2 4 6 8 16

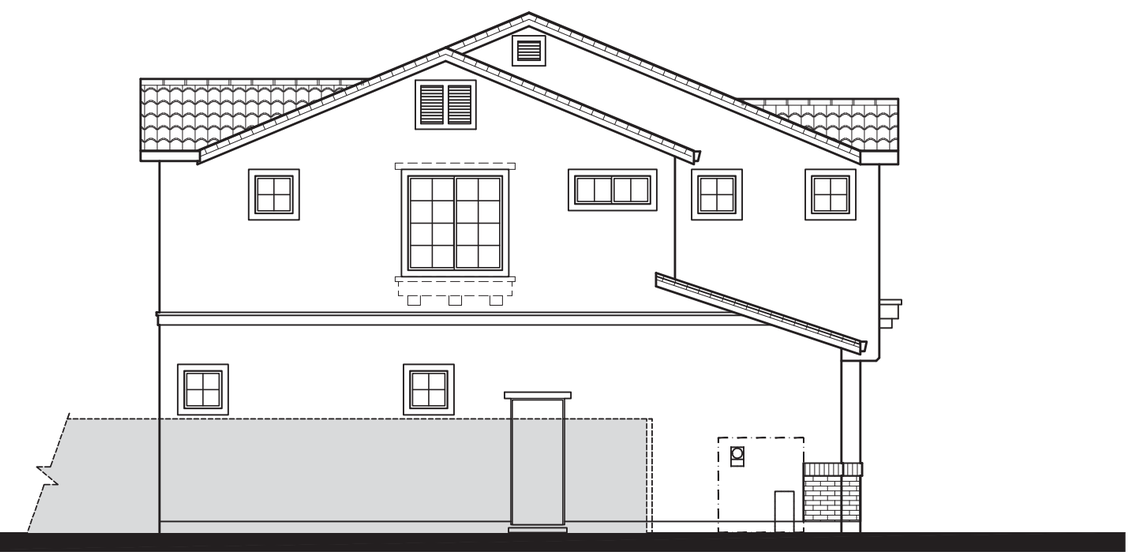


Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

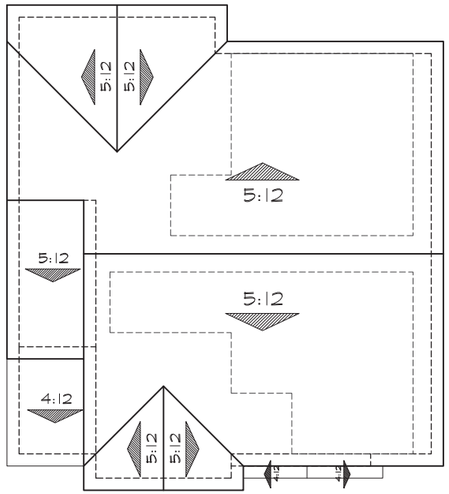
Plan 1 (1846)
Elevations - 'A'

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)



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DENOTES SOLAR PANELS

PROVIDE CONDUIT ONLY FROM ROOFATTIC TO ELECTRICAL SERVICE PANEL FOR FUTURE PHOTOVOLTAIC PANELS.

Roof Plan 'B'

0 2 4 6 8 16

Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

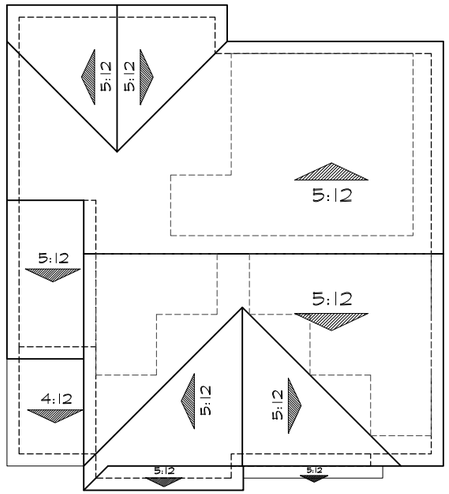
Plan 1 (1846)
Elevations - 'B'

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)



SOLAR ZONE READY:

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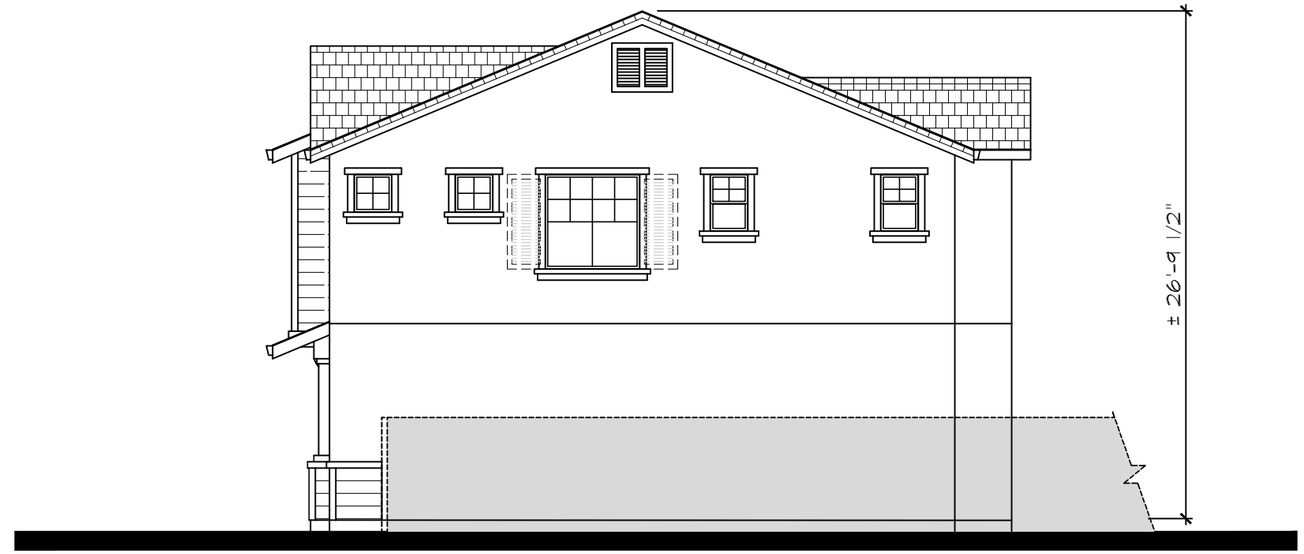
DENOTES SOLAR PANELS

PROVIDE CONDUIT ONLY FROM ROOFATTIC TO ELECTRICAL SERVICE PANEL FOR FUTURE PHOTOVOLTAIC PANELS.

Roof Plan 'C'

0 2 4 6 8 16



Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Plan 1 (1846)
Elevations - 'C'

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)

Elevation A

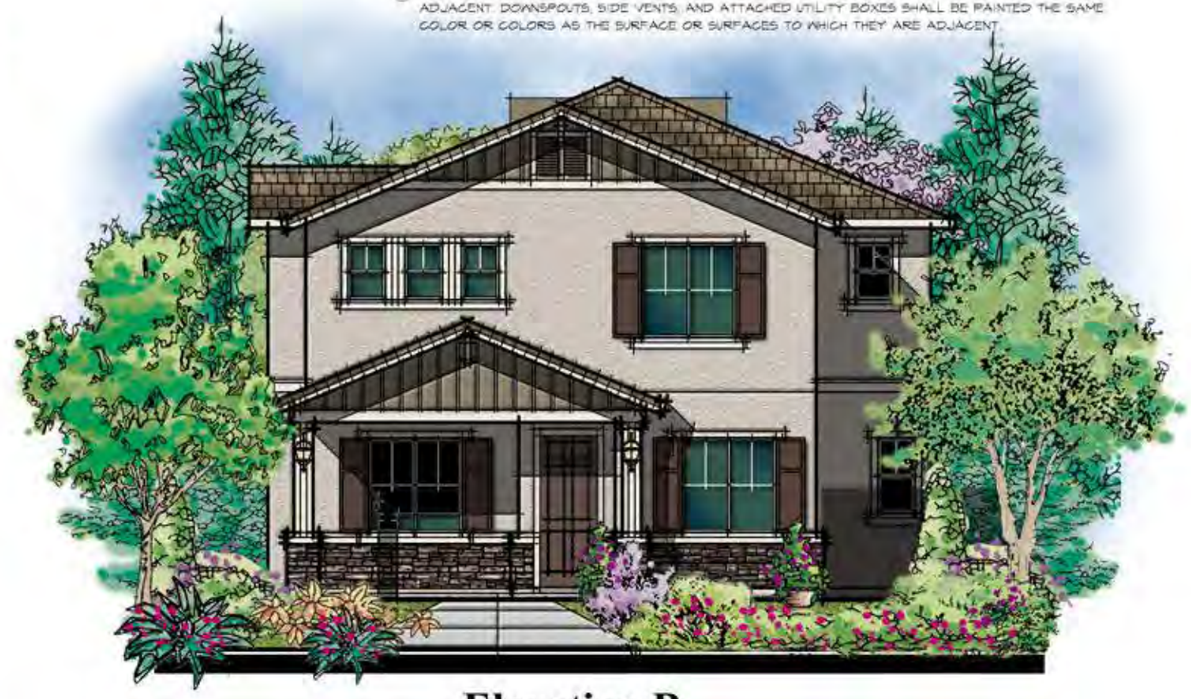
Elevation C

MATERIAL LEGEND

A	B	C
VILLA CONCRETE TILE ROOFING	FLAT CONCRETE TILE ROOFING	FLAT CONCRETE TILE ROOFING
GABLE & HIP ROOFS	GABLE & HIP ROOFS	GABLE & HIP ROOFS
STUCCO BODY	STUCCO BODY	STUCCO BODY
STUCCO TRIM	STUCCO TRIM	STUCCO TRIM
MOCK VENTS	STUCCO/FOAM CORBEL	STUCCO/FOAM CORBEL
MOCK WOOD SHUTTERS	MOCK VENTS	MOCK VENTS
SIMULATED BRICK VENEER	BOARD AND BATTEN	MOCK WOOD SHUTTERS
WROUGHT IRON DETAIL	SIMULATED STONE VENEER	LAP SIDING
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES	ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES	ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

GENERAL NOTES:

1. ALL EXPOSED PORTIONS OF BUILDING FOUNDATIONS SHALL BE PAINTED THE MAIN 'BODY' COLOR
2. ALL ROOF VENTS SHALL BE PAINTED THE SAME COLOR AS ROOFING MATERIAL TO WHICH THEY ARE ADJACENT. DOWNSPOUTS, SIDE VENTS, AND ATTACHED UTILITY BOXES SHALL BE PAINTED THE SAME COLOR OR COLORS AS THE SURFACE OR SURFACES TO WHICH THEY ARE ADJACENT.



Elevation B

Plan 2 (2477)

Front Elevations

0 2 4 6 8 16

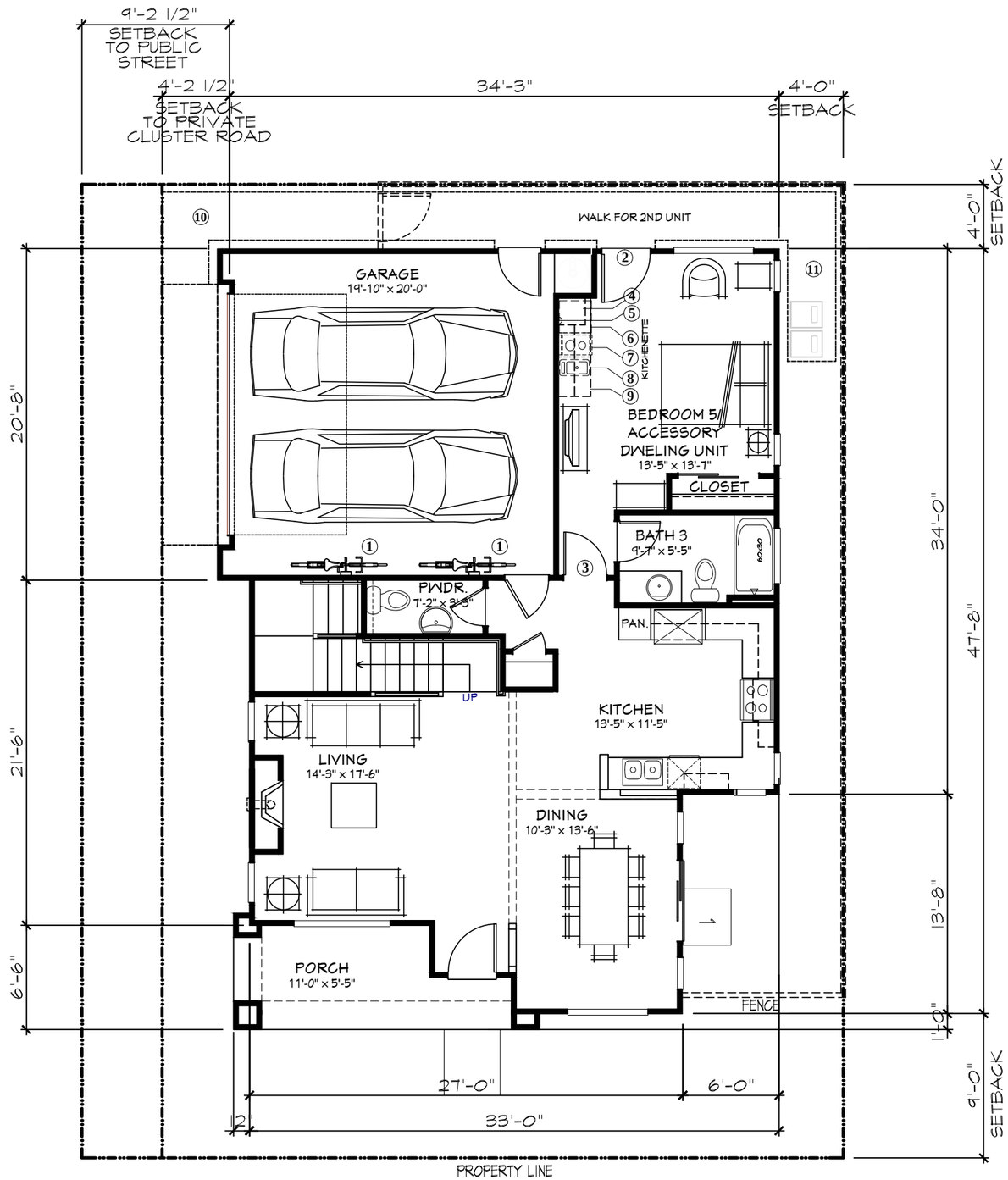
LIBERTY

PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

Date 02/13/17 (Revised 05/11/17)



Plan Notes:

① Wall-mounted bicycle storage

ACCESSORY DWELLING UNIT

② Exterior entry door
③ Optional door to living
④ Upper microwave shelf with receptacle
⑤ Electrical receptacle
⑥ Undercounter refrigerator
⑦ Two-burner electric cooktop
⑧ Stainless steel sink with garbage disposal
⑨ Base cabinet with tile countertop

⑩ Concrete pathway
⑪ Concrete trash pad (7' min.)

Plan 2 (2477)

SQUARE FOOTAGE	
FIRST FLOOR	1020 SF
SECOND FLOOR	1453 SF
TOTAL LIVING AREA	2477 SF
GARAGE	422 SF

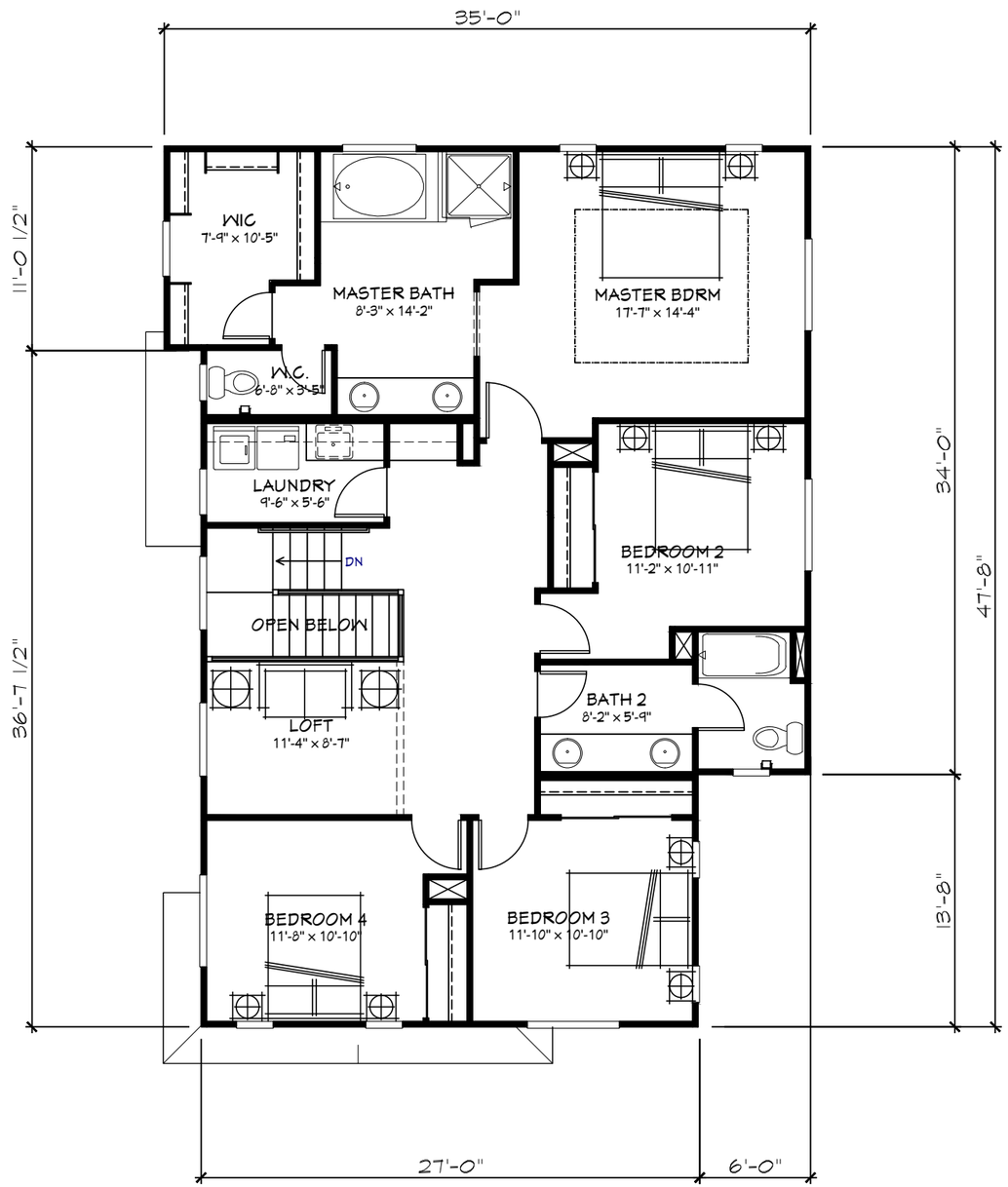
First Floor Plan

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)



Plan 2 (2477)

SQUARE FOOTAGE	
FIRST FLOOR	1020 SF
SECOND FLOOR	1453 SF
TOTAL LIVING AREA	2477 SF
GARAGE	422 SF

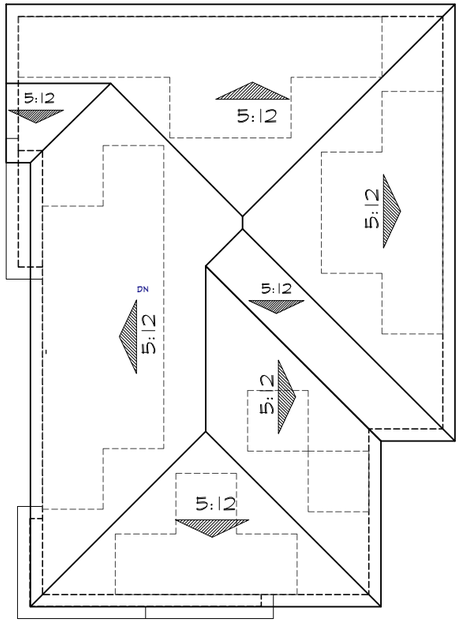
Second Floor Plan

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)



Roof Plan 'A'

0 2 4 6 8 16

SOLAR ZONE READY:

REFER TO SECTION 110.10 IN THE 2013 CALIFORNIA ENERGY CODE FOR MANDATORY REQUIREMENTS FOR SINGLE-FAMILY RESIDENCES AND MINIMUM SOLAR ZONE.

DENOTES SOLAR PANELS

PROVIDE CONDUIT ONLY FROM ROOFATTIC TO ELECTRICAL SERVICE PANEL FOR FUTURE PHOTOVOLTAIC PANELS.

Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Left

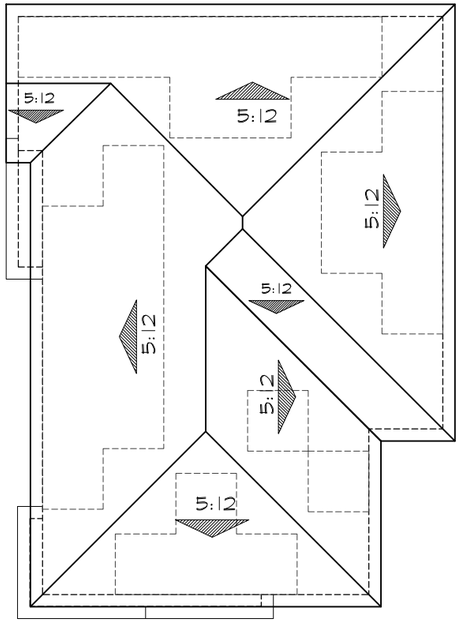
Plan 2 (2477)
Elevations - 'A'

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)



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DENOTES SOLAR PANELS

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Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Roof Plan 'B'

0 2 4 6 8 16

Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Left

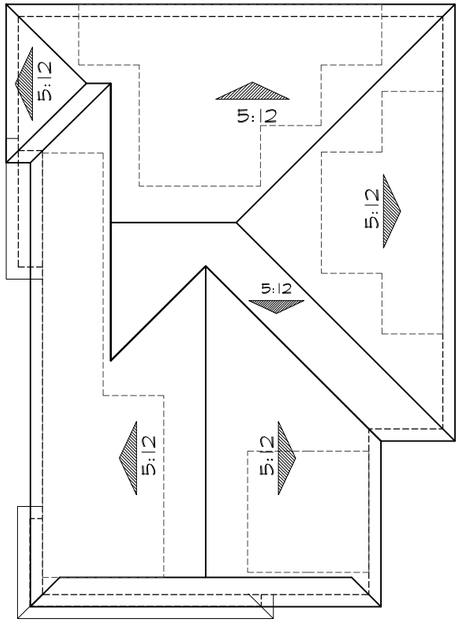
Plan 2 (2477)
Elevations - 'B'

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)



Roof Plan 'C'

SOLAR ZONE READY:

REFER TO SECTION 110.10 IN THE 2013 CALIFORNIA ENERGY CODE FOR MANDATORY REQUIREMENTS FOR SINGLE-FAMILY RESIDENCES AND MINIMUM SOLAR ZONE.

DENOTES SOLAR PANELS

PROVIDE CONDUIT ONLY FROM ROOFATTIC TO ELECTRICAL SERVICE PANEL FOR FUTURE PHOTOVOLTAIC PANELS.

Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

0 2 4 6 8 16

Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Left

Plan 2 (2477)
Elevations - 'C'

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)

Elevation A

Elevation C

MATERIAL LEGEND

A	B	C
VILLA CONCRETE TILE ROOFING	FLAT CONCRETE TILE ROOFING	FLAT CONCRETE TILE ROOFING
GABLE & HIP ROOFS	GABLE ROOFS	GABLE ROOFS
STUCCO BODY	STUCCO BODY	STUCCO BODY
STUCCO TRIM	STUCCO TRIM	STUCCO TRIM
MOCK VENTS	BOARD AND BATTEN	MOCK WOOD SHUTTERS
SIMULATED BRICK VENEER	SIMULATED STONE VENEER	MOCK VENTS
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES	ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES	LAP SIDING
		ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES

GENERAL NOTES:

1. ALL EXPOSED PORTIONS OF BUILDING FOUNDATIONS SHALL BE PAINTED THE MAIN 'BODY' COLOR
2. ALL ROOF VENTS SHALL BE PAINTED THE SAME COLOR AS ROOFING MATERIAL TO WHICH THEY ARE ADJACENT. DOWNSPOUTS, SIDE VENTS, AND ATTACHED UTILITY BOXES SHALL BE PAINTED THE SAME COLOR, OR COLORS AS THE SURFACE OR SURFACES TO WHICH THEY ARE ADJACENT.

Elevation B

Plan 3 (1966)

Front Elevations

0 2 4 6 8 16

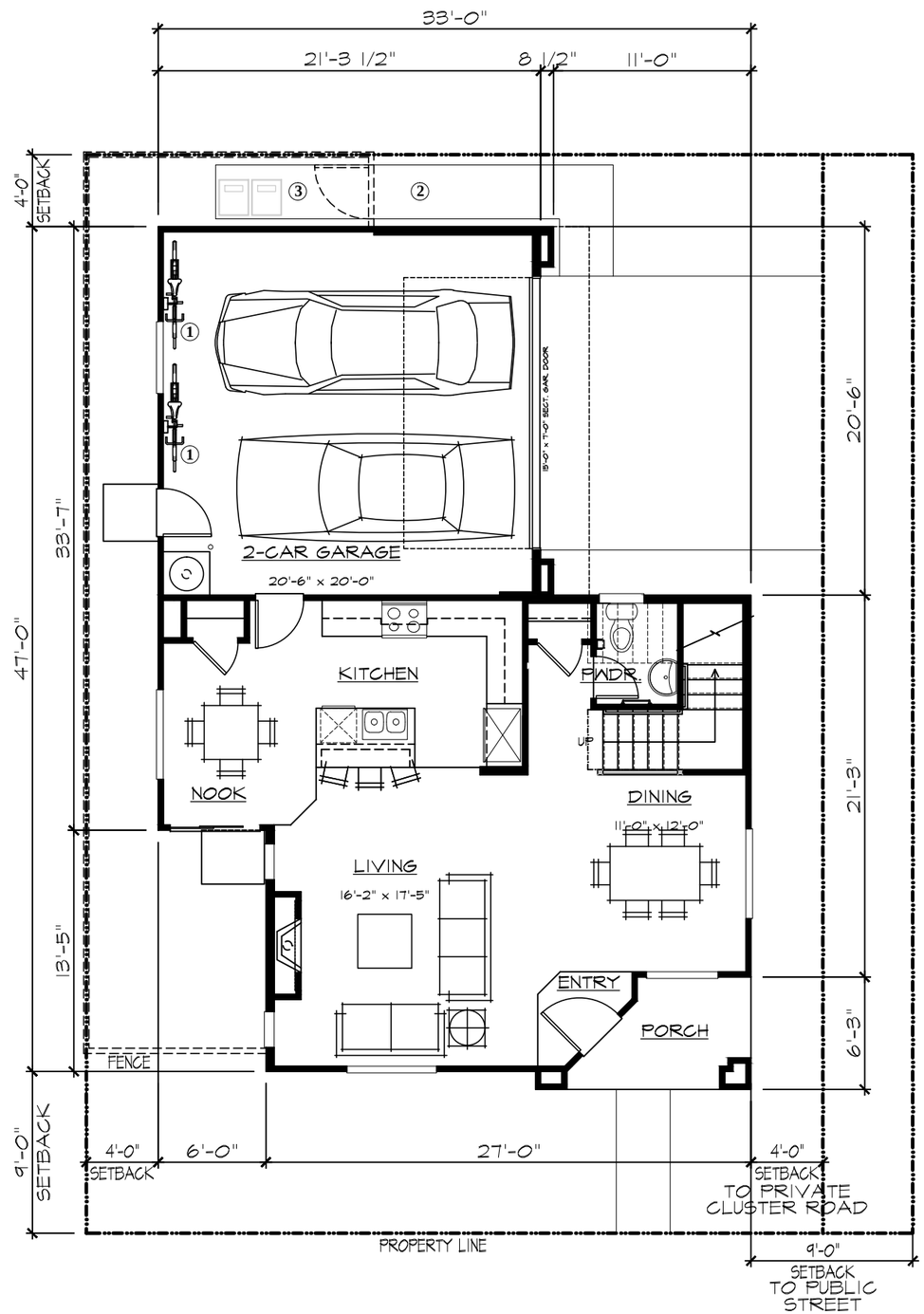
LIBERTY

PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

Date 02/13/17 (Revised 05/11/17)



Plan Notes:

① Wall-mounted bicycle storage
② Concrete pathway
③ Concrete trash pad (7' min.)

Plan 3 (1966)

4 BEDROOMS
2-1/2 BATHS
LOFT

SQUARE FOOTAGE	
FIRST FLOOR	753 SF
SECOND FLOOR	1213 SF
TOTAL LIVING AREA	1966 SF
GARAGE	436 SF

First Floor Plan

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)

Plan 3 (1966)

4 BEDROOMS
2-1/2 BATHS
LOFT

SQUARE FOOTAGE	
FIRST FLOOR	753 SF
SECOND FLOOR	1213 SF
TOTAL LIVING AREA	1966 SF
GARAGE	436 SF

Second Floor Plan

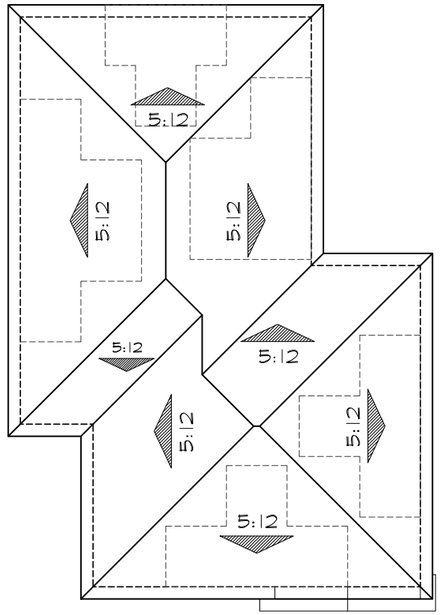
0 2 4 6 8 16

LIBERTY

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)



SOLAR ZONE READY:

REFER TO SECTION 110.10 IN THE 2013 CALIFORNIA ENERGY CODE FOR MANDATORY REQUIREMENTS FOR SINGLE-FAMILY RESIDENCES AND MINIMUM SOLAR ZONE.

DENOTES SOLAR PANELS

PROVIDE CONDUIT ONLY FROM ROOFATTIC TO ELECTRICAL SERVICE PANEL FOR FUTURE PHOTOVOLTAIC PANELS.

Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Roof Plan 'A'

0 2 4 6 8 16

Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

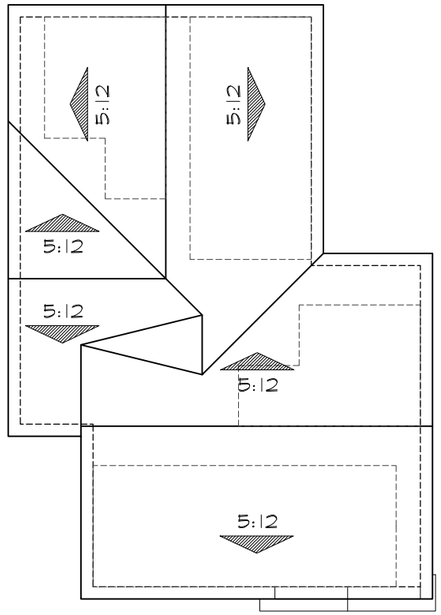
Plan 3 (1966)
Elevations - 'A'

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)



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DENOTES SOLAR PANELS

PROVIDE CONDUIT ONLY FROM ROOFATTIC TO ELECTRICAL SERVICE PANEL FOR FUTURE PHOTOVOLTAIC PANELS.

Roof Plan 'B'

0 2 4 6 8 16

Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

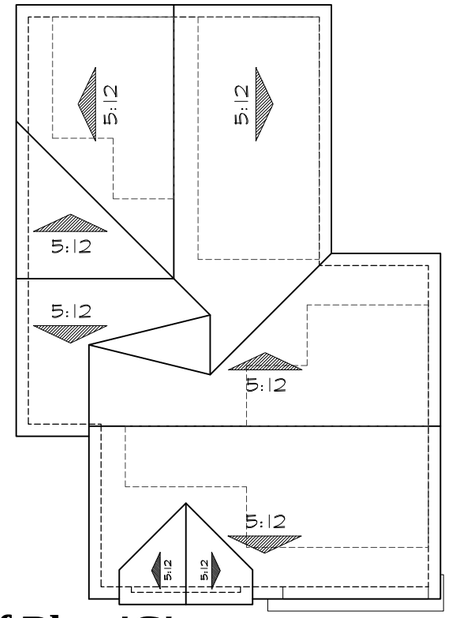
Plan 3 (1966)
Elevations - 'B'

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)



Roof Plan 'C'

0 2 4 6 8 16

SOLAR ZONE READY:

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DENOTES SOLAR PANELS

PROVIDE CONDUIT ONLY FROM ROOFATTIC TO ELECTRICAL SERVICE PANEL FOR FUTURE PHOTOVOLTAIC PANELS.

Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Plan 3 (1966)
Elevations - 'C'

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)

Elevation A

MATERIAL LEGEND

A	B	C
VILLA CONCRETE TILE ROOFING	FLAT CONCRETE TILE ROOFING	FLAT CONCRETE TILE ROOFING
GABLE & HIP ROOFS	GABLE ROOFS	GABLE ROOFS
STUCCO BODY	STUCCO BODY	STUCCO BODY
STUCCO TRIM	STUCCO TRIM	STUCCO TRIM
MOCK VENTS	STUCCO/FOAM CORBEL	MOCK VENTS
MOCK WOOD SHUTTERS	MOCK WOOD SHUTTERS	MOCK WOOD SHUTTERS
SIMULATED BRICK VENEER	SIMULATED STONE VENEER	LAP SIDING
ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES	BOARD AND BATTEN	ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES
	ROLL-UP GARAGE DOORS W/ OPT. WINDOW LITES	

GENERAL NOTES:

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Elevation B

Elevation C

Plan 4 (2034)

Front Elevations

0 2 4 6 8 16

LIBERTY

PITTSBURG, CA

DISCOVERY DESIGN GROUP, LLC

Discovery Builders Inc.

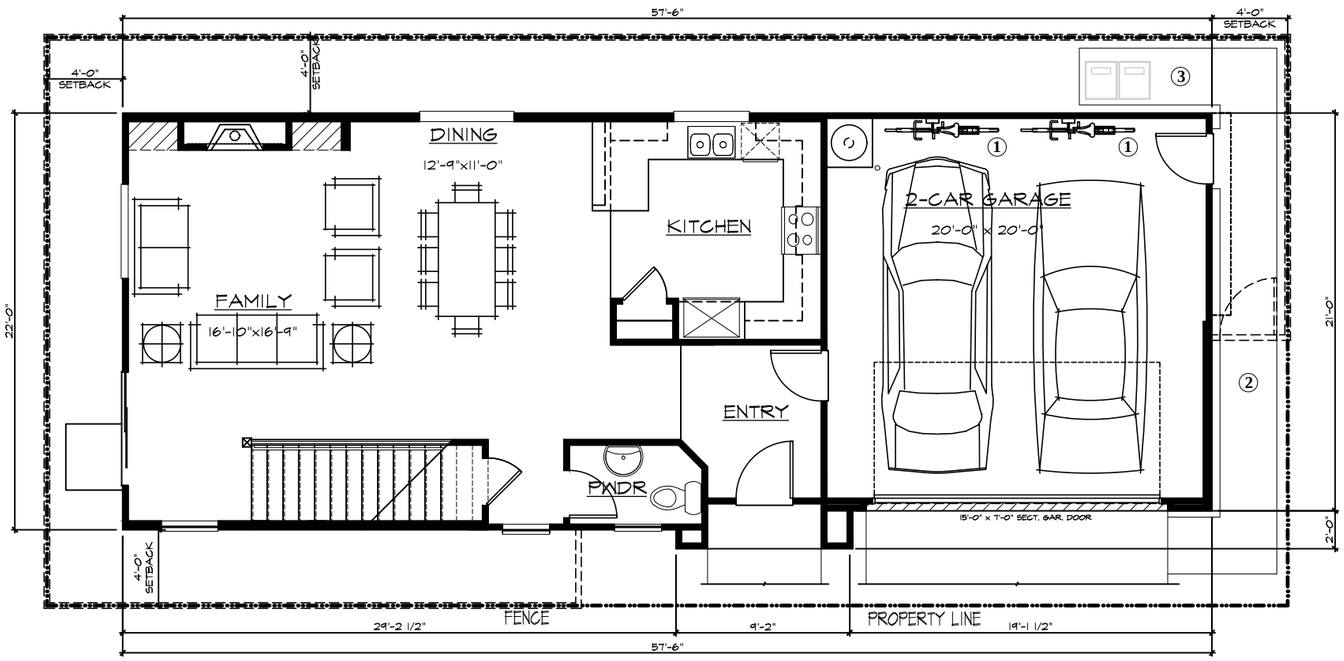
Date 02/13/17 (Revised 05/11/17)

Plan Notes:

① Wall-mounted bicycle storage

② Concrete pathway

③ Concrete trash pad (7' min.)



Plan 4 (2034)

4 BEDROOMS
2-1/2 BATHS
LOFT

SQUARE FOOTAGE	
FIRST FLOOR	809 SF
SECOND FLOOR	1225 SF
TOTAL LIVING AREA	2034 SF
GARAGE	419 SF

First Floor Plan

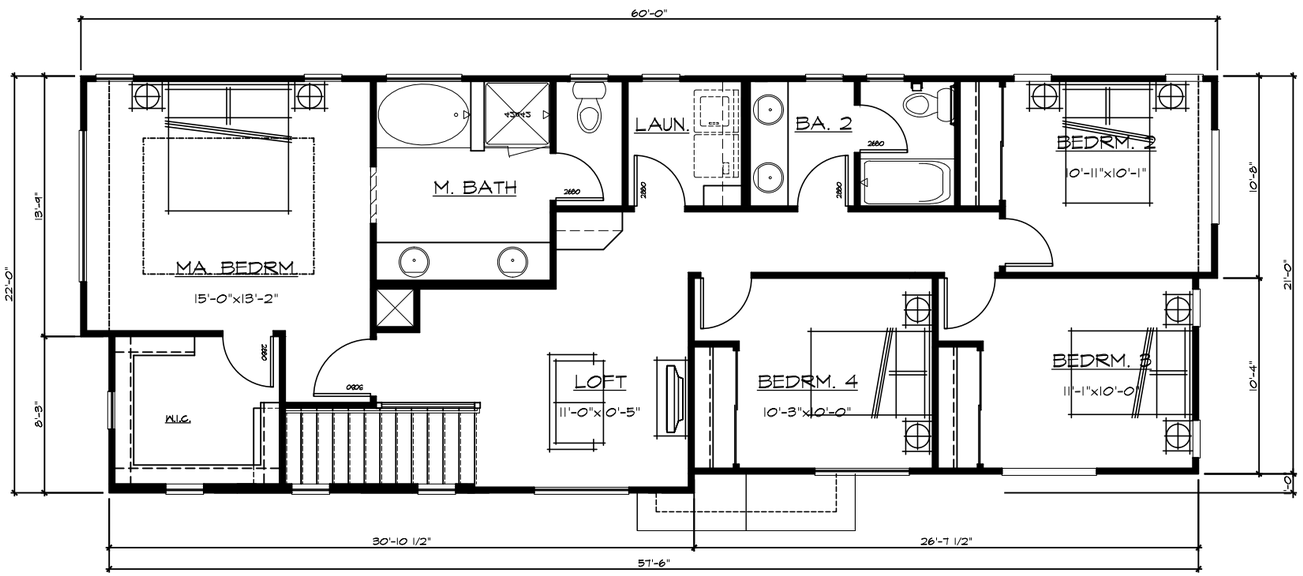
0 2 4 6 8 16

LIBERTY

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)



Plan 4 (2034)

4 BEDROOMS
2-1/2 BATHS
LOFT

SQUARE FOOTAGE	
FIRST FLOOR	809 SF
SECOND FLOOR	1225 SF
TOTAL LIVING AREA	2034 SF
GARAGE	419 SF

Second Floor Plan

0 2 4 6 8 16

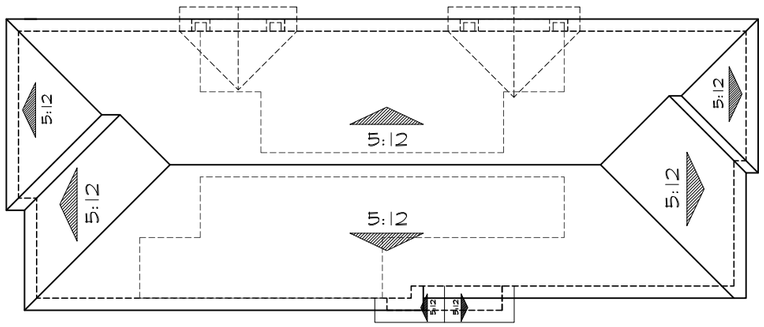
LIBERTY

PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW



SOLAR ZONE READY:

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DENOTES SOLAR PANELS

PROVIDE CONDUIT ONLY FROM ROOFATTIC TO ELECTRICAL SERVICE PANEL FOR FUTURE PHOTOVOLTAIC PANELS.

Roof Plan 'A'

0 2 4 6 8 16

Right

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Rear

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Left

INDICATES ENHANCEMENTS AT CENTRAL AVENUE STREET VIEW

Plan 4 (2034)
Elevations - 'A'

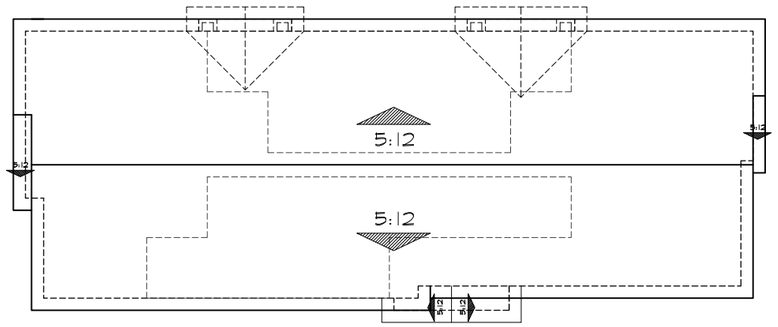
0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)

INDICATES ENHANCEMENTS AT
CENTRAL AVENUE STREET VIEW



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DENOTES
SOLAR PANELS

PROVIDE CONDUIT ONLY FROM ROOFATTIC TO ELECTRICAL SERVICE PANEL FOR FUTURE PHOTOVOLTAIC PANELS.

Roof Plan 'B'

0 2 4 6 8 16

Right

INDICATES ENHANCEMENTS AT
CENTRAL AVENUE STREET VIEW

Rear

INDICATES ENHANCEMENTS AT
CENTRAL AVENUE STREET VIEW

Left

INDICATES ENHANCEMENTS AT
CENTRAL AVENUE STREET VIEW

Plan 4 (2034)
Elevations - 'B'

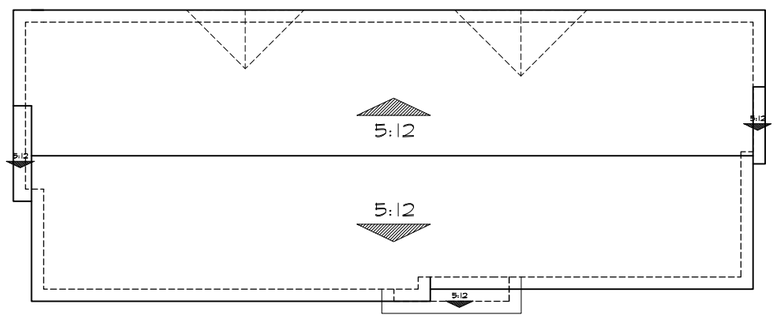
0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)

INDICATES ENHANCEMENTS AT
CENTRAL AVENUE STREET VIEW



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DENOTES
SOLAR PANELS

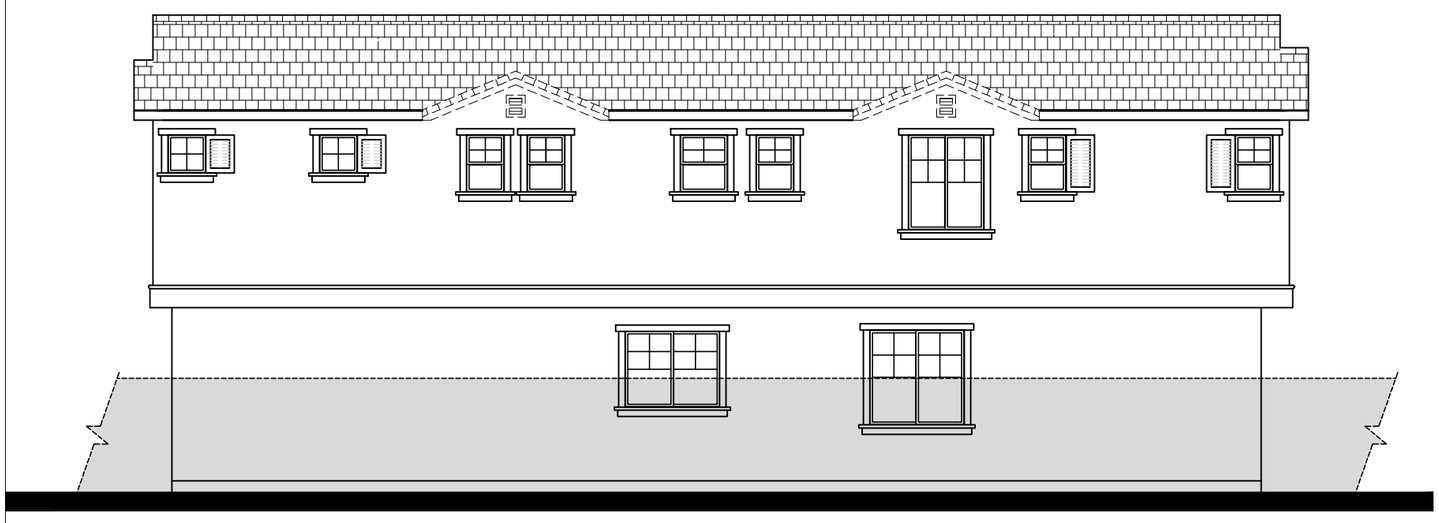
PROVIDE CONDUIT ONLY FROM ROOFATTIC TO ELECTRICAL SERVICE PANEL FOR FUTURE PHOTOVOLTAIC PANELS.

Roof Plan 'C'

0 2 4 6 8 16

Right

INDICATES ENHANCEMENTS AT
CENTRAL AVENUE STREET VIEW



Rear

INDICATES ENHANCEMENTS AT
CENTRAL AVENUE STREET VIEW

Left

INDICATES ENHANCEMENTS AT
CENTRAL AVENUE STREET VIEW

Plan 4 (2034)
Elevations - 'C'

0 2 4 6 8 16

LIBERTY
PITTSBURG, CA

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 02/13/17 (Revised 05/11/17)

SUBDIVISION: LIBERTY

DISCOVERY BUILDERS INC.

PITTSBURG, CA

COLOR BOARD

SCHEME	VILLA TILE	FLAT TILE	BODY 1	BODY 2	TRIM	ACCENT	STONE	BRICK
SCHEME 1	1VICS3233 Brown Blend	1FACS1132 Charcoal Brown Blend	KMW28-1 Clam	KM5784-3 Creek Bay	KM5792-3 Stacked Stone	KM4582 Beaver Pelt	Sevilla Dressed Fieldstone	Sandy Creek
SCHEME 2	1VICS6464 CA Mission Blend	1FACS6464 CA Mission Blend	KMW10-1 Pogo Sands	KM4937-3 Paw Print	KM5777 Cannery Park	KM4897-5 Yin Mist	Echo Ridge Dressed Fieldstone	Coastal Bluff
SCHEME 3	1VICS7330 Verona Clay	1FACS0024 - Desert Sage	KM4634-2 Community	KM4635-3 Tanglewood	KM46 Acoustic White	KMA56-5 Pinyon Pine	Tudor Old Country Fieldstone	Moroccan Sand
SCHEME 4	1VICS6464 CA Mission Blend	1FACS6464 CA Mission Blend	KM232 Toscana	KM412 Cargo	KM4582 Beaver Pelt	KMA68-5 Leather Satchel	Red Rock Country Ledgestone	High Desert
SCHEME 5	1VICS7330 Verona Clay	1FACS1430 Charcoal Blend	KM4719 Harvest Dance	KM4718-2 Wagon Wheel	KM4575-5 Mud Room	KMA76-5 Log Cabin	Grand Mesa Country Ledgestone	Marsh Pointe
SCHEME 6	1VICS3233 Brown Blend	1FBCF1132 Charcoal Brown Blend	KM4942-2 Tin Man	KM4937-3 Paw Print	KM4939-5 Arrowhead	KM417 Oxford Brown	Umber Creek Country Ledgestone	Tobacco Road

ROOFING: Boral Concrete Tile or Equivalent
STONE: Boral Cultured Stone/Cultured Brick or Equivalent
PAINT: Kelly Moore or Equivalent

CREATED BY: LM REVISED: 01/06/2017

SUBDIVISION: LIBERTY

DISCOVERY BUILDERS INC.

PITTSBURG, CA

COLOR BOARD

SCHEME	VILLA TILE	FLAT TILE	BODY 1	BODY 2	TRIM	ACCENT	STONE	BRICK
SCHEME 7	1VICS3163 Camino Blend	1FACS1132 Charcoal Brown Blend	HL4201 Adobe White	KM5705-3 Pioneer Village	KM5800-5 Sausalito Ridge	KMA82-5 Lamp Post	Burnt Ochre Del Mare Ledgestone	Coastal Bluff
SCHEME 8	1VICS0024 Desert Sage	1FACS1430 Charcoal Blend	KM4899-1 Gray Spell	KM4942-2 Tin Man	KM4786-1 Fresh Linen	KM407 Carbon	Echo Ridge Old Country Fieldstone	Alamo
SCHEME 9	1VICS3233 Brown Blend	1FBCF1430 Charcoal Blend	KM305 Ironwood	KM4938-3 Grouchy Badger	KM216 Malibu Beige	KM5804-5 Yacht Club	Chardonnay Old Country Fieldstone	Capers Island
SCHEME 10	1VICS3233 Brown Blend	1FACS1132 Charcoal Brown Blend	KM4566-3 City Loft	KM4559-3 Mink	KM5800-5 Sausalito Ridge	KMA66-5 Santana Soul	Chardonnay Limestone	Rustic Manor
SCHEME 11	1VICS7330 Verona Clay	1FBCF1132 Charcoal Brown Blend	KM49 Antique White	KM5767-2 Greige	KM14 Frost	KM4818-5 Knit Cardigan	Sevilla Country Ledgestone	Old Guignard
SCHEME 12	1VICS0024 Desert Sage	1FBCF1430 Charcoal Blend	KM4908-1 Bashful Emu	KM4896-3 Stone Hearth	KM49 Antique White	KMA82-5 Lamp Post	Skyline Country Ledgestone	Mt Rushmore

ROOFING: Boral Concrete Tile or Equivalent
STONE: Boral Cultured Stone/Cultured Brick or Equivalent
PAINT: Kelly Moore or Equivalent

CREATED BY: LM REVISED: 01/06/2017

FULL STREETSCAPE

PARTIAL STREETSCAPE

ENHANCED REAR ELEVATION
PLAN 4 ELEVATION 'C'

ENHANCED REAR ELEVATION
PLAN 1 ELEVATION 'A'

ENHANCED LEFT ELEVATION
PLAN 3 ELEVATION 'C'

ENHANCED RIGHT ELEVATION
PLAN 1 ELEVATION 'B'

LIBERTY

CENTRAL AVENUE STREETSCAPE

DISCOVERY
DESIGN
GROUP, LLC

Discovery Builders Inc.
D a t e 05/11/17

FULL STREETSCAPE

PARTIAL STREETSCAPE

ENHANCED LEFT ELEVATION
PLAN 1 ELEVATION 'C'

ENHANCED RIGHT ELEVATION
PLAN 2 ELEVATION 'A'

ENHANCED LEFT ELEVATION
PLAN 3 ELEVATION 'B'

ENHANCED REAR ELEVATION
PLAN 4 ELEVATION 'A'

LIBERTY

CENTRAL AVENUE STREETSCAPE

DISCOVERY
DESIGN
GROUP, LLC

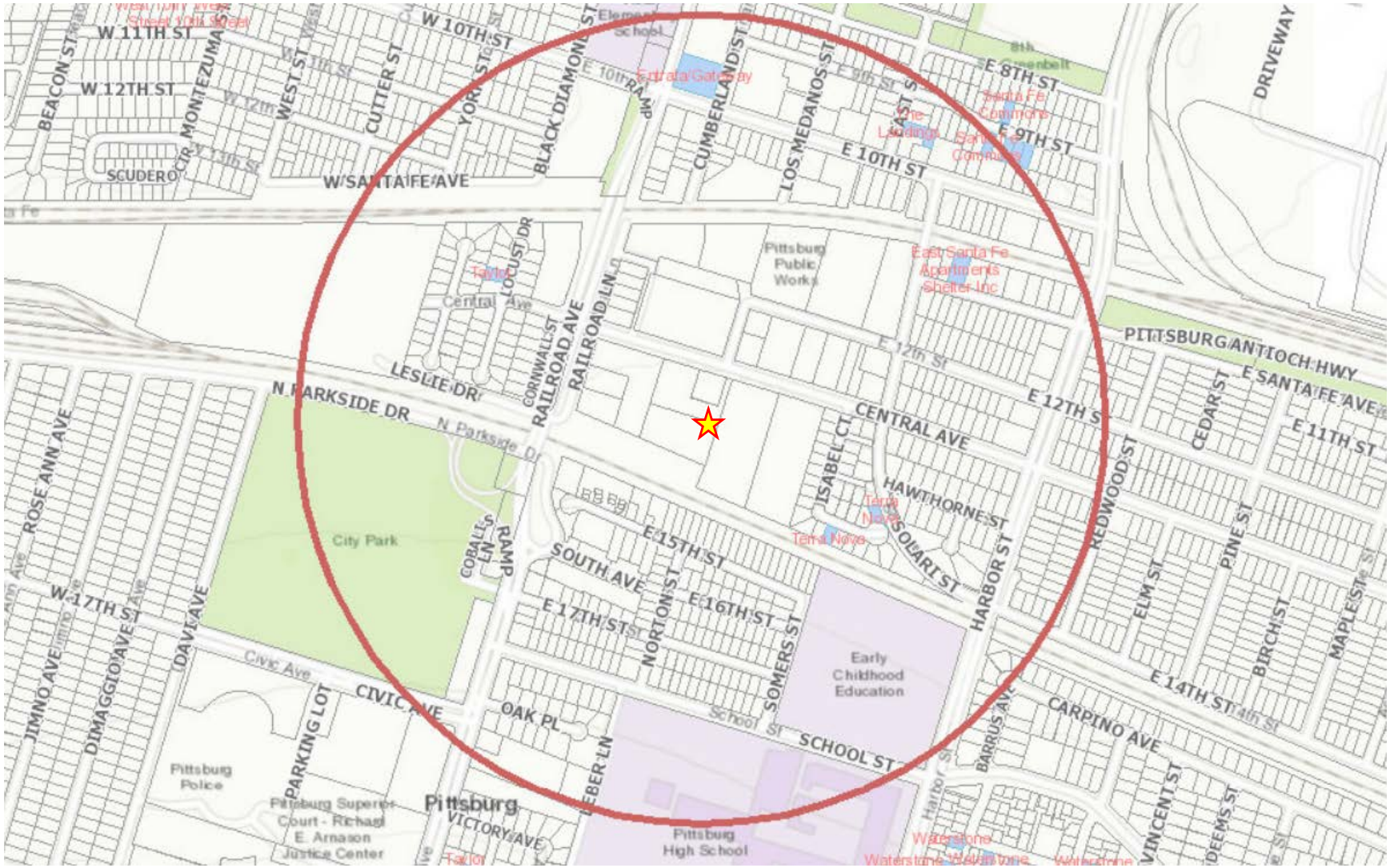
Discovery Builders Inc.
D a t e 05/11/17

Attachment 4
Map of Surrounding Uses
Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)

Project Site

Attachment 4
Map of Surrounding Uses
Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)

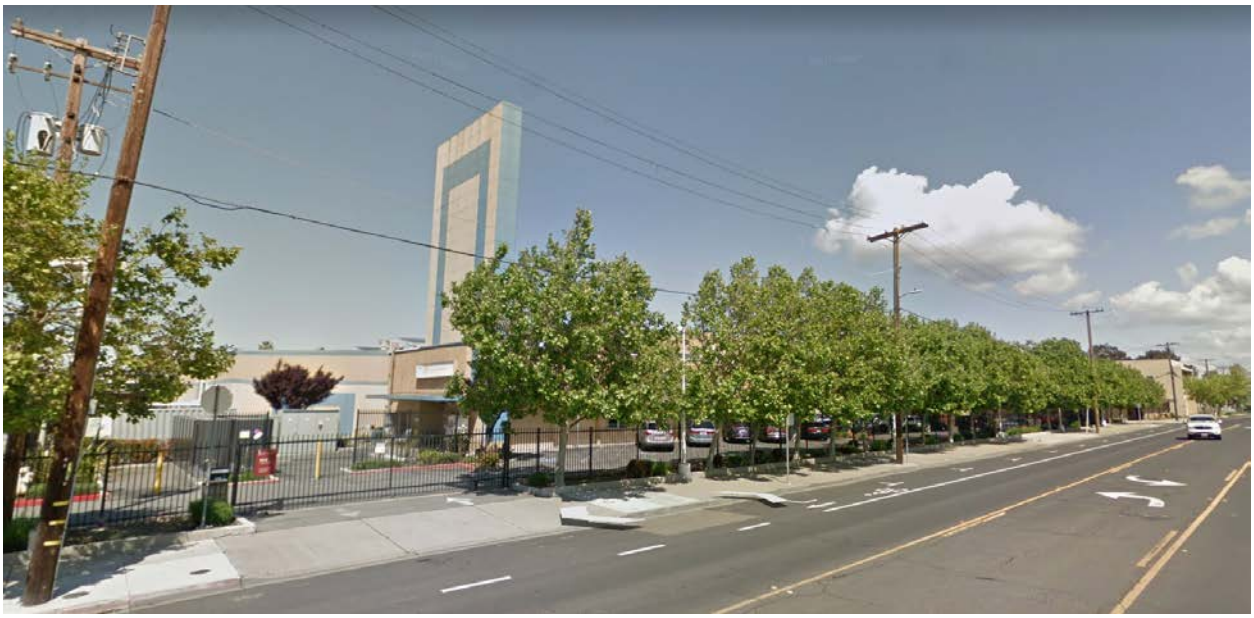
Project Site **Income-Restricted Developments** **¼ mile radius of Project Site**



Attachment 6
Photos of Site and Surroundings
Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)

Above: View of St. James Cathedral from Central Avenue looking west toward Railroad Avenue
Below: View of Project Site from Central Avenue looking west toward Railroad Avenue

Above: View of Project Site from intersection of Central Avenue/Moose Way looking south
Below: View of Project Site from Central Avenue looking east toward Harbor Street



Above: View of Ramar Foods from Central Avenue looking east toward Harbor Street
Below: View of Filipino-American Cultural Center from Central Avenue looking east toward Harbor Street

Attachment 7
Applicable General Plan Goals and Policies
Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)

General Plan Goal/Policy	Analysis
Land Use Element:	
2-G-1: Maintain a compact urban form within the City's projected municipal boundary. Ensure that hillside lands not environmentally suitable for development are maintained as open space.	**Consistent.** The proposed project would be constructed on an infill site.
2-G-4: Provide a range of development intensities, with the highest intensities in Downtown and in areas accessible to transit and services, and lower intensities in hillsides and at the City's southern edge.	**Consistent.** The project site is within a half-mile distance of the Pittsburg Center BART station and a quarter-mile of two bus stops located near the intersections of Railroad Avenue/Central Avenue and Harbor Street/Central Avenue (Tri Delta Transit Routes 381 and 387).
2-G-5: Promote a diversity of housing types, including opportunities for hillside estate development, as well as smaller lot, infill, and high-density housing.	**Consistent.** The proposed project would construct provide higher-density, single family development on smaller lots ranging from 2,000 to 4,200 square feet.
2-P-5: Undertake planned development as a means to achieve high community design standards, not to circumvent development intensity standards.	**Consistent.** The project will utilize a PD zoning, in part, to achieve a high-quality design outcome.
2-P-6: Ensure provision of community amenities within planned development projects, including parks and recreation facilities, streetscaping and pedestrian paths, transit facilities, parking areas, and public safety facilities. Ensure construction of amenities at a time that is in balance with the needs of the development.	**Consistent.** The project will provide an 11,724-square-foot pocket park as a community amenity within the planned development.
Growth Management:	
3-P-1: Allow urban and suburban development only in areas where public facilities and infrastructure (police, fire, parks, water, sewer, storm drainage, and community facilities) are available or can be provided.	**Consistent.** The project will be built in an area where public facilities and infrastructure are already available.
3-P-2: Prior to project approval, ensure that the existing and planned transportation system will have adequate capacity to accommodate new urban development.	**Consistent.** Residents of the proposed development will have multiple transportation options available to them as the site is located near BART, Tri-Delta Transit, and bicycle lanes.
3-P-5: As part of development review, require preparation of a traffic impact study for all development projects expected to generate more than 100 net new peak hour vehicle trips. Ensure that traffic impact studies are prepared by professional transportation consultants selected and hired by the City, but require that project proponents pay all fees associated with development of such studies.	**Consistent.** The developer was not required to prepare a traffic impact study because the project is expected to generate under 100 net new peak hour trips.

3-P-13: Review and update the City's transportation impact fee schedule, requiring developers to pay the costs necessary to mitigate impacts of their development projects on the local and regional transportation system.	**Consistent.** The project will pay its share of the costs for the construction of facilities needed to serve the development. It will comply with conditions of approval requiring payment of the Facilities Reserve Charge, Local Traffic Mitigation Fee (LTMF), and Regional Transportation Development Impact Mitigation Fee (RT-DIM) in accordance with the Pittsburg Municipal Code.
3-P-17: As part of development approval, ensure that safe and contiguous routes for pedestrians and bicyclists are provided within new development projects and on any roadways that are impacted as a result of new development.	**Conditionally Consistent.** There is an existing Class II bicycle lane along Central Avenue and the project will comply with conditions of approval requiring that the sidewalk along the Central Avenue frontage be replaced with a new ten-foot-wide pathway.
Downtown Element	
5-G-2: Promote the development and intensification of the Downtown commercial core as both a visitor destination and a neighborhood retail center. Encourage a critical mass of visitor-oriented retail businesses, such as gift shops and galleries, as well as neighborhood retail and personal services.	**Consistent.** The project will promote the development and intensification of the Downtown commercial core as neighborhood retail center by increasing the demand for retail and other amenities.
5-G-4: Establish a Downtown population goal of at least 7,000 to provide vitality and support a vibrant neighborhood commercial center.	**Consistent.** The project will add approximately 186 people (57 units at 3.27 people/unit). The additional population will further support a vibrant neighborhood commercial center.
Transportation Element	
7-G-15: Encourage walking as a regular means of transportation for people who live within a half-mile walk of school, work, or routine shopping destinations.	**Consistent.** The project will encourage walking as a regular means of transportation due to the site's proximity to various amenities. The project site is within a half-mile distance of Marina Vista Elementary School, Pittsburg High School, City Park, John Buckley Square, the Pittsburg Center BART station, and the Downtown commercial core.
7-P-2: Use the adopted Regional and Local Transportation Impact Mitigation Fee ordinances to ensure that all new development pays an equitable pro-rata share of the cost of transportation improvements.	**Consistent.** The proposed projects would be required to pay all building permit and impact fees associated with residential development.
7-P-34: As part of development approval, ensure that safe and contiguous routes for pedestrians and bicyclists are provided within new development projects and on any roadways that are impacted as a result of new development.	**Consistent.** There is an existing Class II bicycle lane along Central Avenue and the project will comply with conditions of approval requiring that the sidewalk along the Central Avenue frontage be replaced with a new ten-foot-wide pathway.
Open Space, Youth and Recreation Element	
8-P-1: Maintain a neighborhood and community park standard of 5 acres of public parkland per 1,000 residents.	**Consistent.** The project will comply with the development agreement requiring the developer pay an In-Lieu Parkland Dedication Fee in accordance with PMC section 17.32.020.D.2. The project will also provide a private pocket park that is centrally located and within reasonable walking distance of all homes in the subdivision. The
8-P-2: Pursue the development of park and recreation facilities within reasonable walking distance of all homes.	

8-P-5: Maintain park and recreation facility standards for new development to serve both residents and employees, attainable through dedication of parkland or payment of in-lieu fees.	developer was not encouraged to dedicate a public park because the proposed development includes less than 150 units
8-P-16: Encourage dedication of public parks in new residential developments with more than 150 units.	
Resource Conservation Element	
9-G-7: Comply with Regional Water Quality Control Board regulations and standards to maintain and improve the quality of both surface water and groundwater resources.	**Consistent.** The project will comply with mitigation measures and conditions of approval requiring implementation of a Storm Water Control Plan in compliance with the requirements set forth in the City's most current NPDES permit. Post construction BMPs will be installed throughout the subdivision and an Operations and Maintenance Agreement will be executed by the City and developer for the perpetual maintenance of those BMPs
9-P-22: Continue working with the Regional Water Quality Control Board in the implementation of the National Pollutant Discharge Elimination System (NPDES), with specific requirements established in each NPDES permit.	
Health and Safety Element	
10-G-8: Ensure that new development mitigates impacts to the City's storm drainage capacity from storm water runoff in excess of runoff occurring from the property in its undeveloped state.	**Consistent.** The project will comply with mitigation measures and conditions of approval requiring implementation of a Storm Water Control Plan in compliance with the requirements set forth in the City's most current NPDES permit. Post construction BMPs will be installed throughout the subdivision and an Operations and Maintenance Agreement will be executed by the City and developer for the perpetual maintenance of those BMPs
10-P-30: Encourage residential development that includes post-construction Best Management Practices to minimize runoff from the site to the stormdrain system (for example, using permeable surfaces for parking lots, sidewalks, and bike paths, or using roof runoff as irrigation).	
10-P-39: Strive to maintain a ratio of 1.8 sworn police officers per 1,000 residents.	**Consistent.** The project site will be annexed into the City's CFD 2005-1 for police and other emergency services
Public Facilities Element	
11-G-2: Continue to implement water conservation policies to ensure adequate supplies of water in the future.	**Consistent.** The proposed project is required to meet the 2016 California Green Building Standards Code, Part 11. Residential Mandatory Measures sections 4.303 and 4.304 require water conserving plumbing fixtures and fittings and water efficient landscaping.
11-P-7: Ensure that new residential, commercial, and industrial development equitably shares costs associated with providing water services to areas of urban expansion within the Planning Area.	**Consistent.** The project will equitably share the costs associated with providing water and wastewater services to the subdivision through payment of the Pittsburg Facilities Reserve Charge.
11-P-18: Ensure that new residential, commercial, and industrial development equitably share costs associated with providing wastewater services to areas of urban expansion within the Planning Area.	

Noise Element	
12-P-6: Ensure that new noise-sensitive uses, including schools, hospitals, churches, and homes, in areas near roadways identified as impacting sensitive receptors by producing noise levels greater than 65 dB CNEL (Figure 12-1), incorporate mitigation measures to ensure that interior noise levels do not exceed 45 dB CNEL.	**Consistent.** The project will provide sound walls along the entire site perimeter and will also comply with mitigation measures requiring upper-floor windows of residences adjacent to Central Avenue (homes on Lots 1-4 and 54-57) and the UPRR tracks (homes on Lots 24-23) to be upgraded to a Sound Transmission Class (STC) rating of 32. The proposed sound walls and upper-story windows will help ensure interior noise levels do not exceed 45 dB CNEL.
Housing Element	
P-1.1 B: Ensure there is an adequate supply of mixed use and residentially zoned land of appropriate densities to accommodate existing and anticipated housing needs through 2022. Rezone vacant/underutilized land that is deemed appropriate for mixed use or residential/higher-density residential use.	**Consistent.** The project site being rezoned is vacant, underutilized, and appropriate for higher-density residential use given its proximity to schools, parks, transit, and commercial amenities.
P-1.2: Encourage the construction of both high end and moderate-income housing in the southern foothills, downtown, along the waterfront, and throughout Pittsburg to provide above moderate-income housing opportunities in the community and to increase economic activity within the city.	**Consistent.** The project will provide market-rate housing near in the Downtown and increase demand for economic activity in nearby shopping centers.
P-1.5: Encourage the construction of accessory dwelling units or “second units” that allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners.	**Consistent.** Pursuant to the proposed development agreement, the project will provide at least six single-family homes with accessory dwelling units that would allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners.
P-1.6: Meet Pittsburg’s fair share regional housing needs [allocation].	**Consistent.** The project will help attain the City’s Regional Housing Needs Allocation for moderate and above-moderate income households
P-5.1: Enhance the quality and variety of new home designs and home additions to ensure an attractive living environment.	**Consistent.** The project will comply with conditions of approval requiring construction of quality home designs to ensure future residents will enjoy an attractive living environment.

Attachment 8
Development Review Design Guidelines
Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)

Design Review Guideline	Meets Guideline?
1.a: Reliefs and architectural treatments should be provided on all building elevations (360 degree architecture), i.e. 2”x4” (wood or styrofoam/stucco) window and door reveal treatment on all building elevations.	**Conditionally.** A proposed condition of approval would require the developer to provide enhanced window treatments on building elevations visible from Central Avenue.
1.b: Provide concrete and/or tile roof material. Architectural grade composition material may be used if rake treatment is included or roof pitch, greater than 4:12 is used.	**Yes.** The proposed homes incorporate tile roof material.
1.c: Each dwelling unit should be provided with complete front yard and corner-side yard xerophytic landscaping and automatic irrigation.	**Yes.** The proposed landscaping meets the standards set forth in PMC Section 18.84.310.
1.d: Required front yards should vary in depth unless otherwise stated for a proposed PD (Planned Development) district.	**Not applicable.** This guideline does not appear to apply to PD districts.
1.e: Decorative masonry walls should be provided between all arterial streets and future homes.	**Yes.** Decorative masonry walls are provided between Central Avenue and future homes.
1.f: Roof slopes should be considered greater than 4:12 unless inappropriate for architectural style (i.e. Ranch Style, etc.).	**Yes.**
1.g: Provide articulated garage doors on all garages.	**Yes.** The proposed homes will have articulated garage doors.
1.h: Garage doors designs should not be duplicated. Not less than four styles should be used in a subdivision.	**Yes.** There are 12 different home elevations and each has a different garage door design and color.
1.i: Side-on garages are recommended intermittently through-out the subdivision (70’ wide lots or greater).	**Not applicable.** Seventy-foot wide lots are not proposed as part of the project.

1.j: Garage frontage should not occupy more than 60% of allowable lot frontage.	**Yes.**
1.k: Provide board-on-board fencing on all side yards and rear yards (excluding side yards and rear yards adjacent to major thoroughfares), unless a view corridor is to be maintained.	**Yes.** Six-foot-high, wood, board-on-board fencing will be installed along side and rear yards.
1.l: The architectural treatments (such as sidings, shingles, window, and door trims) established on the front facades of each of the approved house designs shall be carried around to the sides and rear elevations of the buildings, except that masonry veneer treatments at the base of a structure need be carried only partly around the side elevations, to either the adjoining fence line or the closest interior right angle joint.	**Conditionally.** A proposed condition of approval would require the developer to provide enhanced window treatments on building elevations visible from Central Avenue.
2.a: Subdivision entry monuments should be provided on new major subdivisions, neighborhoods or villages, if appropriate.	**Yes.** Two entry signs with the subdivision's name and branding, would be embedded into the masonry walls on each side of Liberty Court.
2.b: Perimeter wall and/or sound wall pilasters should not be greater than 50 feet on center.	**Conditionally.** A proposed condition of approval would require the developer to provide pilasters with a decorative concrete cap at intervals of 25 feet or less. A decorative wall cap would also be provided along each wall. Any pilaster visible from Central Avenue, Liberty Court, or Parcel E (pocket park) would incorporate stone veneer. If both sides of a pilaster would be visible from two vantage points, both sides would be required to incorporate stone veneer.
2.c: Sound walls exceeding 6 feet in height and visible from the public right-of-way should be treated with decorative features consistent with the neighborhood design.	
2.d: All masonry walls should include a wall cap.	
2.e: Retaining walls, exceeding three feet tall, adjacent to a public right-of-way should be constructed with the same materials as used for the sound walls.	**Conditionally.** A condition of approval would require the developer to provide walls constructed from concrete block, gravity concrete or similar materials when walls are required between lots and they are equal to or greater than two feet in height.

2.f: Masonry or sound walls should be staggered when adjacent to public right of ways.	**No.** However, staggering the masonry walls along Central Avenue is not considered appropriate because doing so would further reduce the sizes of the adjacent lots, making it tougher to meet the minimum setbacks that are sought for the PD district.
2.g: Single story units should be located on corner lots whenever possible.	**No.** However, staff believes that this guideline is partially intended to incorporate affordability by design. It should be noted that income-restricted accessory dwelling units would be incorporated into at least six homes throughout the subdivision.
2.h: Developer should select, at least one of the schemes provided in Appendix 1 of the DRDGs for screening all utility boxes, transformers, backflow preventers, meters and junction boxes.	**Conditionally.** A condition of approval would require all utility boxes and/or transformers to be undergrounded. Where undergrounding is deemed infeasible or not recommended by Pacific Gas & Electric (PG&E), utility boxes and/or transformers would be masked by either faux stone utility box covers or a landscape screen.
2.i: Construct fence/walls at top down slope banks. Design fence at top of slope to take advantage of potential views.	**Not applicable.** The site is relatively flat and will not require fences/walls at top down slope banks.
2.j: Dwelling unit driveways should align with on-coming street at three-way intersections when possible.	**No.** The houses at the end of each motor court are not fully aligned with on-coming traffic. However, given the site constraints and lot configurations, very little can be done to achieve full alignment and no change is considered necessary.
Green Building Design Guideline	**Meets Guideline?**
6.A.1: Solar energy systems should be an option to the homebuyer by the builder.	**Conditionally.** A condition of approval would require the developer to include, as part of the options package for buyers of single-family

6.A.2: For homes without solar energy systems, green roofs or cool roofs, roofing should include the following features: a) A minimum of 300 square feet of unobstructed roof area facing within 30 degrees of south. b) South facing sloped roofs should be at an angle of approximately 38 degrees.	houses in the subdivision, an option that offers pre-wiring of the house for photovoltaic (solar) panels.
6.A.3: The external design of homes should feature up to date energy efficiency technologies: a) For infill housing, homes without solar energy systems should be covered with a cool roof. b) Roof overhangs should be sized to block the high summer sun but allow the lower winter sun to enter windows.	**Conditionally.** The project is required to meet the Residential Mandatory Measures specified under the 2016 California Green Building Standards Code, Part 11. A condition of approval would be included requiring the developer to implement additional Residential Voluntary Measures, including cool roofs for reduction of heat island effect.
6.A.4: Deciduous trees of approved native species should be planted to the south and west of the home to shade the home during summer and allow solar heat gain during winter.	**Yes.** The proposed landscaping meets the standards set forth in PMC Section 18.84.310.
6.A.5: Secure and convenient storage for at least two bicycles should be provided.	**Yes.** The project would provide bicycle racks in each garage for secure parking.
6.A.6: Outdoor design and features should maximize landscaping water conservation.	**Yes.** The project would provide drought-tolerant landscaping and lawns would not be planted as a water conservation measure.

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: **June 4, 2018**
TIME: **7:00 p.m.**
PLACE: **City Council Chamber at City Hall**
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP).
This is a public hearing on a request to: 1) introduce and waive first reading of an ordinance approving a zoning map amendment and development agreement; and 2) adopt a resolution approving a mitigated negative declaration, General Plan map amendment, tentative vesting tentative map, design review, and tree removal permit for a 57-unit, single-family development on a 4.98-acre site located at 350 Central Avenue in the CS (Service Commercial) and RS-5 (Single-Family Residential) districts. Assessor's Parcel Nos. 086-160-009, -011, -012, and 086-151-001. On May 8, 2018, the Planning Commission considered the proposal in its entirety and adopted Resolution No. 10099, recommending approval of the project.

PROJECT PLANNER: Hector J. Rojas, (925) 252-4043 or hrojas@ci.pittsburg.ca.us

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

ALICE EVENSON
CITY CLERK

Project Title: Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)
Location: 350 Central Avenue, APNs: 086-160-009, -011, -012, and 086-151-001.

City of Pittsburg
Community Development Department - Planning Division
65 Civic Avenue
Pittsburg, CA 94565

NOTICE OF PUBLIC HEARING

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

DATE: 5/22/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Establishment of Preferential Residential Permit Parking on Portions of Oakpoint Drive and Oakpoint Court

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

On May 21, 2018 City Council continued this item and the public hearing until tonight, June 4, 2018.

In response to BART patrons' vehicles parking in front of their homes along portions of Oakpoint Drive and Oakpoint Court, residents along these streets have applied for a Preferential Residential Permit Parking Area. After staff has completed necessary surveys and studies of the area, the City Engineer has determined the area is eligible for permit parking per PMC 10.26.030.

FISCAL IMPACT

The costs for establishing a Preferential Residential Permit Parking Program along portions of Oakpoint Drive and Oakpoint Court, is estimated to be less than $5000 and will be added to the existing Oak Hills' Preferential Residential Permit Parking Program. These costs include installation of roadside signs, permits, and mailings.

RECOMMENDATION

City Council continue the public hearing, receive testimony, close the public hearing, consider any public comments, and adopt the attached Resolution approving the establishment of a Preferential Residential Permit Parking Program along portions of Oakpoint Drive and Oakpoint Court in the Oak Hills subdivision.

BACKGROUND

On March 5, 2001, the City Council adopted Ordinance No. 01-1179, establishing a Preferential Residential Permit Parking Policy and Program. The first preferential residential permit parking program was established on April 16, 2001 for the Oak Hills neighborhood. There are currently two preferential residential permit parking programs in the City. One is Oak Hills and the other is High School Village.

On January 25, 2018, staff received an application for Preferential Residential Permit Parking for portions of Oakpoint Drive and Oakpoint Court, in the Oak Hills subdivision.

SUBCOMMITTEE FINDINGS

na

STAFF ANALYSIS

Staff's evaluation of the application submitted by Pittsburg Terrace residents determined the area is eligible for permit parking per PMC 10.26.030. The evaluation used the following criteria and included the following study/survey results:

1. A minimum of 80 percent of the property adjacent to the streets in the area must be zoned residential (all of the property adjacent to the identified portions of Oakpoint Drive and Oakpoint Court (100%) is zoned residential);

2. A minimum of 80 percent of all on-street parking spaces within the area must be occupied during any two peak parking hours of any three days during a two-week period (there was an 89% parking occupancy rate within the proposed area recorded on February 15, 2018, between 10 am and 12 noon, and an 87% and 85% parking occupancy rate recorded on February 21, 2018 and February 22, 2018, respectively, between 10 am and 12 noon) ;

3. A minimum of 25 percent of the vehicles parked on the street during the aforementioned time period must be registered to nonresidents of the area (there were 96%, 94%, and 94% of the parked vehicles within the area during the times mentioned above, that were registered to non-residents of the area);

4. A determination by the city engineer that the size and boundaries of the identified area are such that designating it for permit parking would not result in shifting the parking problem to an adjacent area (the City Engineer, Fritz McKinley, has determined that the size and boundaries of the area would not result in shifting the parking problem to an adjacent area).

ATTACHMENTS: Resolution
Public Hearing Notice
PRPP Request
PRPP Petition
PRPP Map

Report Prepared By: Paul Reinders, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Establishment of a Preferential Residential Permit Parking Area In the Oak Hills Subdivision Along Portions of Oakpoint Drive and Oakpoint Court	)	RESOLUTION NO. 18-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, on March 5, 2001, the City Council adopted Ordinance No. 01-1179, establishing a Preferential Residential Permit Parking policy and program; and

WHEREAS, the City has received numerous complaints from residents along portions of Oakpoint Drive and Oakpoint Court in the Oak Hills subdivision that BART patrons are using the streets in front of their residences to park their vehicles because the BART parking lot on West Leland Road regularly fills to capacity on weekday mornings; and,

WHEREAS, on January 25, 2018, City staff received an application for a Preferential Residential Permit Parking Area ("permit parking") along portions of Oakpoint Drive and Oakpoint Court, in the Oak Hills subdivision (the "Application"). The application submitted included a map of the proposed residential permit parking area and a petition signed by more than 67% of the dwelling units in the proposed area, as required by PMC 10.26.030, "Designation of preferential residential permit parking areas"; and

WHEREAS, staff has evaluated the Application to determine its eligibility for permit parking based on criteria listed in PMC 10.26.030 by performing necessary surveys and studies, and has determined that all applicable criteria have been met; and,

WHERAS, the City Engineer has deemed the area in the Application is eligible for permit parking per PMC 10.26.030; and

WHEREAS, on June 4, 2018, the City Council held a duly noticed public hearing regarding the establishment of a Preferential Residential Permit Parking program along portions of Oakpoint Drive and Oakpoint Court in the Oak Hills subdivision.

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

Section 1. The recitals set forth above are true and correct and are hereby incorporated.

Section 2. The City Council hereby approves the establishment of a Preferential Residential Permit Parking program along portions of Oakpoint Drive and Oakpoint Court in the Oak Hills subdivision.

Section 3. The City Engineer shall establish and implement the Preferential Residential Permit Parking program along portions of Oakpoint Drive and Oakpoint Court in the Oak Hills subdivision as described herein.

Section 4. The Preferential Residential Permit Parking program along portions of Oakpoint Drive and Oakpoint Court in the Oak Hills subdivision shall restrict parking on weekdays, from 9 am to 12 pm, Monday through Friday, to vehicles displaying a valid parking permit as defined in PMC 10.26.020.

Section 5. The Preferential Residential Permit Parking program along portions of Oakpoint Drive and Oakpoint Court in the Oak Hills subdivision is in the best public interests of the citizens of Pittsburg.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of June 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dwayne "Pete" Longmire, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

NOTICE OF PUBLIC HEARING

The Pittsburg City Council will continue a public hearing on:

Date: **June 4, 2018**

Time: **7:00 p.m.**

Place: **City Council Chamber at City Hall**
65 Civic Avenue, Pittsburg, California

Concerning the following matter: Establishing preferential residential permit parking on a portion of Oakpoint Court and a portion of Oakpoint Drive

The City of Pittsburg adopted a City ordinance providing a framework to implement permit parking in City neighborhoods. Further, the City is considering a preferential residential permit parking (PRPP) program on a portion of Oakpoint Court and a portion of Oakpoint Drive. This program will enable residents of the neighborhood to receive permits that will allow them and their guests to park on the street on weekday mornings when parking will otherwise be restricted. By limiting the amount of on street parking that is available to commuter and other non-residents, the PRPP program will reduce noise, traffic hazards, litter, and air pollution. In addition, the program will encourage the use of car pools and public transit by restricting the use of on-street parking spaces by nonresidents, while making them available to resident commuters who want to leave their vehicles at home.

You are invited to submit comments regarding any aspect of this matter in writing or verbally at the public hearing. If you challenge the above matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

For further details on this matter, contact Paul Reinders, City Traffic Engineer, 65 Civic Avenue, Pittsburg, by telephone at (925) 252-4930, through e-mail at preinders@ci.pittsburg.ca.us , or by fax at (925) 252-6928.

Alice E. Evenson

ALICE E. EVENSON, CITY CLERK

January 25, 2018

TO: City of Pittsburg

FROM: Carolina Lopez, Homeowner and Resident of Pittsburg

Our neighborhood is requesting the City of Pittsburg to issue us preferential residential permit parking on the streets marked on attached map; for the days of Mon-Fri, from 9am-2pm.

Like other neighbors in our area, non-residents are over-running the public parking spaces in front of our houses, litter the streets, and several vehicle accidents and car break-ins have also occurred.

Please find attached signatures from over 75% of the residents from the areas requested.

Best Regards,

Carolina Lopez

Carolina Lopez
120 Oakpoint Court,
Pittsburg, CA 94565

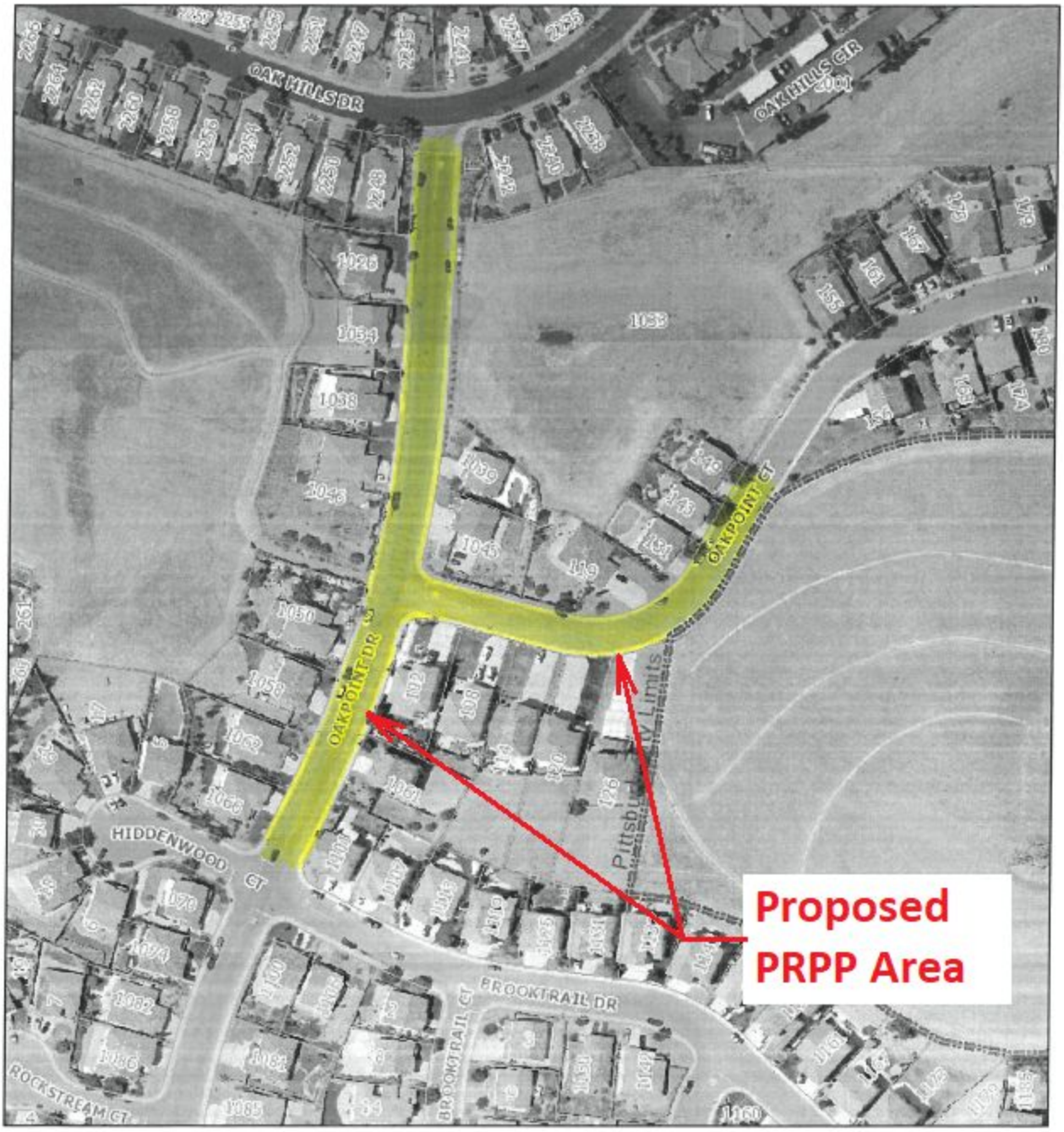
We, the undersigned, are residents of the proposed residential permit parking area described in this application. We request that it be designated a preferential residential permit parking area and, if it is, understand that the following restrictions will be placed upon on-street parking within the area shown on the attached map: **No Parking from 9 am to 2 pm, Monday through Friday**; that residents of the area and their visitors will be eligible to obtain permits exempting them from such parking restrictions; that an annual fee for residential parking permits may be charged. The fee, if any will be determined by Council Resolution, and may be adjusted annually.

Name	Address	Contact Number	Signature
Hyllmark Kaur	**~~1066~~** Oakpoint Drive 1026 Pittsburg, CA 94565	925-408-2534	
Barry Musia	**1062** Oakpoint Drive Pittsburg, CA 94565	925 291 6352	
Ron	**1058** Oakpoint Drive Pittsburg, CA 94565	(925) 709-2969	
	1050 Oakpoint Drive Pittsburg, CA 94565		
	1046 Oakpoint Drive Pittsburg, CA 94565	(415) 720 9356	
	1038 Oakpoint Drive Pittsburg, CA 94565		
	1034 Oakpoint Drive Pittsburg, CA 94565		
Rey Zamora	**1045** Oakpoint Drive Pittsburg, CA 94565	925-297-6017	
William Maldonado	**1039** Oakpoint Drive Pittsburg, CA 94565	925-458-8079	
JOHNNY LINGBANAN	**1066** Oakpoint Drive Pittsburg, CA 94565	925-261-9925	
Rudy	**1101** Brook Trail Drive Pittsburg, CA 94565	925-643-5799	

We, the undersigned, are residents of the proposed residential permit parking area described in this application. We request that it be designated a preferential residential permit parking area and, if it is, understand that the following restrictions will be placed upon on-street parking within the area shown on the attached map: **No Parking from 9 am to 2 pm, Monday through Friday**; that residents of the area and their visitors will be eligible to obtain permits exempting them from such parking restrictions; that an annual fee for residential parking permits may be charged. The fee, if any will be determined by Council Resolution, and may be adjusted annually.

Name	Address	Contact Number	Signature
Bauchec Arturo	**1061** Oakpoint Drive Pittsburg, CA 94565	925 813-2594	
Victor Zambrano	**102** Oakpoint Court Pittsburg, CA 94565	415-602-8434	
Ray Serna	**108** Oakpoint Court Pittsburg, CA 94565	925-383-1147	
Ramandeep Kler	**114** Oakpoint Court Pittsburg, CA 94565	925-228-8383	
Carolina Lopez	**120** Oakpoint Court Pittsburg, CA 94565	925-787-2303	
Jerry Philly	**126** Oakpoint Court Pittsburg, CA 94565	510 913-3914	
William Eaves	**119** Oakpoint Court Pittsburg, CA 94565	510-778-5269	
	131 Oakpoint Court Pittsburg, CA 94565		
Merri Rosas	**143** Oakpoint Court Pittsburg, CA 94565	925-876-7983	
Rajvir Singh	**149** Oakpoint Court Pittsburg, CA 94565	925-405-2505	
	Oakpoint Court *Pittsburg, CA 94565*		

GIS WebMap



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0 0.0325 0.065 0.13 km

- Parcel
- City Limits
- CCC Housing Authority
- Caltrans ROW

Engineering Division - Geographic Information Section
City of Pittsburg

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

DATE: 5/1/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a Minute Order to Approve a City Council Recess for Summer Months

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

Historically, the City Council takes a recess during the summer months to allow for both staff and Council vacations. Both the recess and the scheduled date are at the discretion of the Council.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

By Minute Order, approve recess of the City Council on the July 2, 2018, meeting.

BACKGROUND

The City Council historically takes a recess during the summer months to allow for both staff and Council vacations.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The first Monday in July falls during the week of the Independence Day holiday. To avoid any potential lack of quorum for that meeting, it is preferred to cancel that meeting as a typical summer recess.

ATTACHMENTS: None

Report Prepared By: Alice E. Evenson, City Clerk

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

DATE: 5/24/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Measure M Citizens Oversight Committee Report – Proposed Use of Measures M Funds for FY 2018-19

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

On June 5, 2012 the voters of Pittsburg passed, the Pittsburg Preservation of Citywide Services Temporary Funding Transactions and Use Tax Ordinance. The ordinance established a one-half of one percent (0.5%) use and transaction tax. On June 7, 2016, the voters of Pittsburg passed Measure M, extending the use and transaction tax to June 30, 2035. The measures require the establishment of a Citizens Oversight Committee ("Committee") charged with making recommendations to the City Council ("Council") for the use of the Measures revenue. This item is the Committee's report on the use of the Measures revenues and proposed use for FY 2018-19.

FISCAL IMPACT

There is no fiscal impact in accepting the Committee's report on the proposed uses of FY 2018-19 Measure M funds.

RECOMMENDATION

Accept the Committee's report.

BACKGROUND

On June 5, 2012 the voters of Pittsburg passed Measure P, establishing a one-half of one percent (0.5%) use and transaction tax. On June 7, 2016, the voters passed Measure M extending the use and transaction tax to June 30, 2035.

Both ballot measures required a Citizens Oversight Committee that is charged with reviewing the use of and making recommendations to the City Council for future uses of the tax revenues.

SUBCOMMITTEE FINDINGS

The Finance subcommittee was informed of the recommendations for FY 2018-19 at a meeting on May 17, 2018. The subcommittee recommend accepting the recommend funding allocation for the initial budget. The subcommittee recommended that should the funding exceed the initial budgeted amount of $4.7 million, a subsequent meeting be held to determine the distribution percentages for funds exceeding $4.7 million.

STAFF ANALYSIS

The Committee is to (1) receive information from City staff on the receipt of revenue and the expenditure of funds from the Measures, (2) provide recommendations to the City Council on the use of the Measures revenue, (3) shall produce a report that records the results of its recommendations for expenditure of the revenue generated from the tax, and (4) present the report to the City Council at a public meeting and be made a public record. Committee meetings will open to the public and subject to the Brown Act.

The Committee met two times to review the City's General Fund budget and proposed uses of the Measures revenues and expenses for FY 2018-19. The attached report describes the background of the Measures, the City's financial condition, and City staff's proposed uses of the funds as well as the Committee's recommendation. Committee members will present their report to City Council during the June 6, 2018 Council meeting.

ATTACHMENTS: Citizens Oversight Committee Opinion
Citizens Oversight Committee Report

Report Prepared By: Brad Farmer, Director of Finance

City of Pittsburg, CA
MeasuresM Oversight Committee Report
Proposed Use of 2018-19 Measure P – M Funds

Background of City of Pittsburg's Financial Condition

In 2012, the City faced decreasing revenues, including a 26 percent decrease in sales and property taxes since 2008, amounting to a loss of approximately $2.6 million annually. In addition, the costs to provide essential city services to residents continued to increase. The City had already reduced staff and consolidated City Departments to cut costs. The City had 275 full-time employees in 2008, and through early retirements and not filling vacant positions, the City reduced this number to 239 employees in 2011. Tofurther reduce costs, the fiscal year ("FY") 2011-12 budget called for leaving four (4) police department positions vacant, eliminating the budget for police and maintenance employees at public events, closing the Buchanan Swim center, and eliminating 14positions, including eight layoffs.

The City predicted that without an increase in revenues, the City would havea General Fund deficit in FY 2012-13 of approximately $2.7 million, which would have required the City to make additional cuts to City services including a reduction in Police Department services and closing the Senior Center. Faced with severe reductions in income to the General Fund, it would have been very difficult for the City Council to balance the City's budget without cutting the Police Department's budget.

To avoid reductions in vital City services, the City Council placed Measure P on the June 2012 ballot to temporarily increase the City's sales tax. Pittsburg's voters approved Measure P and the City began collecting the new sales tax beginning in October 2012.

City of Pittsburg's 2012 Sales Tax - Measure P Language

"To provide funding that stays in Pittsburg and cannot be seized by the State, to be used for Public Safety, gang prevention, job creation programs for local residents, to keep the Senior Center open, to maintain other City services, shall the City of Pittsburg enact a temporary, half-cent sales tax for five years, reduced to one-quarter cent for five years, then the increase be terminated, altogether, with citizen's oversight committee, mandatory audits and consistent community reporting?"

To which 73.69% of Pittsburg's voters said "yes".

Again, in FY 2015-16, the City projected that without an extension of Measure P, vital City services currently funded by Measure P would face reductions as Measure P would reduce by 50% in FY 2017-18 and 50% in FY 2022-23. An election to extend Measure P was placed upon the June 2016 ballot, referred to as Measure M.

City of Pittsburg's 2016 Sales Tax - Measure MLanguage

"To provide funding that stays in Pittsburg and cannot be seized by the State, to be used for Public Safety, gang preventions, job creation programs for local residents, Senior Center operations, repair roads, operate youth programs, and maintain other City Services, shall the City of Pittsburg extent its current half-cent sales tax through fiscal year 2034-35, providing $3.6-$3.8 million annually, then the increase be terminated, altogether, with citizens' oversight, mandatory audits and consistent community reporting?"

<u>To which 81.31% of Pittsburg voters once again said "yes".</u>

Since the passage of Measure M in June 2016, both Measure P and Measure M are referred to as Measure M starting with FY 2017-18.

Measure M Citizen's Oversight Committee

Measure M required the establishment of a Citizens Oversight Committee ("Committee") charged with making recommendations to the City Council for the use of the Measure P and M tax revenue.The Committee is charged with:

1. Receiving information from City staff on the receipt of revenues and the expenditures of funds from Measure M,
2. Providing recommendations to the City Council on the future use of Measure M revenues,
3. Producing an annual report that records the results of its recommendations for expenditure of the revenue generated from the tax, and
4. Presenting this report to the City Council at a public meeting making it part of the public record.

The Committee is represented by two representatives from the Chamber of Commerce and three current members of the City's Community Advisory Commission ("CAC"). Committee Members must be a Pittsburg resident and registered voter. Members serve two-year terms.

The Committee consists of the following:

Chamber of Commerce Representatives - Nancy Hairsine and Wolfgang Croskey

CAC Representatives –Lamontay Marshall, Dennisha Marshand J. Faye Fields

The Committee met to review the City's past use of the Measures fundsduring FY 2016-17, current uses of the Measurers funds in FY 2017-18 and to recommend future uses to the revenues generated for FY 2018-19.

Oversight Committee Findings

The Committee reviewed the City's actual receipt and use of funds for FY 2016-17, finding their uses followed the original requirements as passed by the voters. The Committee also reviewed the current year to date (FY 2017-18 through 3/29/2018) receipts and uses and found their uses to also in compliance with the requirements of the ballot.

The Committee plans on meeting in the fall of 2018 to review the final revenues and expenditures forFY 2017-18 and again in the spring of 2019 to make budget recommendations for the FY 2019-20.

Recommended Usesfor FY2018-19

As described in the ballot, the specific services noted are Public Safety, Senior Center operations, Economic Development and Youth/City services. To adhere to the intent of Measure M, as part of the upcoming budgetthe subcommittee proposed the following percentages be allocated for FY 2018-19. Below is a table, which shows prior and proposed uses for Measures funds:

	Public Safety - Police	%	Senior Center	%	Economic Dev	%	Youth	%	Streets	%	Total
FY 2012/13 Actuals	2,143,082	86%	299,035	12%	49,839	2%					**2,491,956**
FY 2013/14 Actuals	3,099,204	86%	432,447	12%	72,074	2%					**3,603,725**
FY 2014/15 Actuals	3,647,341	89%	327,851	8%	122,944	3%					**4,098,136**
FY 2015/16 Actuals	3,687,655	89%	331,475	8%	124,303	3%					**4,143,433**
FY 2016/17 Actuals	3,823,357	89%	343,673	8%	128,877	3%					**4,295,907**
FY 2017/18 Budgeted	3,593,325	86%	332,434	8%	124,662	3%	80,000	2%	25,000	1%	**4,155,421**
FY 2018/19 Recommendations	4,067,380	85.75%	379,464	8%	130,440	2.75%	83,008	1.75%	83,008	1.75%	**4,743,300**

At the May 11, 2018Committee meeting, the committeesubmitted the following rationales for the proposed allocation:

<u>Public Safety</u> – The Subcommittee recommends 85.75% allocation will provide public safety through City. This level of funding provides reassurance to the residents and businesses of Pittsburg, and reflects the City Council's priority to fund Public Safety while keeping Pittsburg's crime rates low. These levels of funding provide the Police Department the ability to:

(1) Maintain current staffing levels,
(2) Continue the work of the Narcotics Division,
(3) Commit resources to identification and investigationof human trafficking,
(4) Continue to use Community Service Specialists to provide support to Police Officers including handling bookings of arrestees,
(5) Track illegal gun ownership, and
(6) Continue the Violent Crime and Gang Suppression enforcement activities.

Senior Center–The proposed allocation of eight percent (8%)will provide funding to be used toward the operating budget for the Senior Center. Activity fees, rental income and donations cover the balance of the annual costs. Maintaining and operating the Senior Center was specificallyidentified in the Measure M ballot language.This funding will maintain existing staffing levels providing similar activities and programing as previously provided at the Senior Center.

Economic Development–The proposed allocation of two and three quarters percent(2.75%)revenues to EconomicDevelopment provides the ability to fund the Future Build job training program, provide permit fee waivers to reduce blighted properties, and to fund the staffing of business attraction and retention activities throughout the City.

Youth Programs – The proposed allocation of one and three quarters percent (1.75%)will be used for youth programs.

Streets Program – The proposed allocation of one and three quarters percent (1.75%) will be used for minor road repairs.

Additionally, the Measure M Oversight Committee recommends that any amount in excess of the $4.7 million initially budgeted, Measure M Sales and Use tax be distributed based upon the following percentages:

Measure M revenues over $4.7 million	Percentage
Police	10%
Streets	90%
Total Measure M revenues over $4.7 million	100%

June 4, 2018

To: City Council

From: Measure P - M Oversight Committee

Re: Measure M Fund usage for FY 2016-17, FY 2017-18 year to date and recommendations for FY 18-19

We the members of the Measure P and Measure M Oversight Committee have reviewed both the revenues generated and the expenditures of Measure P funds by the City of Pittsburg for the prior year (FY 2016-17) and the current year's (FY 2017-18) revenues and expenditures through March 29, 2018. We find the City has met the requirements and is following the allowed expenditures as established by the ballot presented to the voters for the original Measure P and subsequent Measure M.

We have reviewed and recommend making minor changes to the allocation of initially budgeted Measure M Sales and Use Taxes per the attached report. We furthermore recommend to council that any revenues in excess of the initial $4.7 million budgeted revenue be redistributed in a different manner as outlined in the attached report, providing the majority of the excess to funding for street repairs.

The Committee will meet again to review the results of the fiscal year 2017-18 Measure P - M revenues and expenditures. After this review, the Committee will once again report our findings and any recommendations we may have at that point, if warranted.

Respectfully,

Lamontay Marshall, Chairperson
Dennisha Marsh, Member
Faye Fields, Member
Lamontay Marshall, Member
Nancy Hairsine, Member
Wolfgang Croskey, Member

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

DATE: 5/24/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a Resolution Approving an Option Agreement with Energy Delivery Solutions LLC for a Technology Park Development at the former Delta View Golf Course

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

The City and Energy Delivery Solutions LLC (EDS) are proposing to enter into an Option Agreement for approximately 101.7 acres of land at the former Delta View Golf Course. EDS wishes to pursue the development of a technology park that would include one or more data centers.

FISCAL IMPACT

Dependent upon the scale of development, the City could realize significant sales, use and property taxes associated with the technology park. For calculating the purchase price, the first 10 acres will be sold for $1.50 per square foot. The price per square foot will increase by $0.50 per square foot for every 10 acres sold, rounding out at $6.00 per square foot for the final 11.7 acres. If all of the 101.7 acres of property were sold, the final compensation for the land would be $16,779,312.

RECOMMENDATION

City Council move to adopt the Resolution and approve the Option Agreement with Energy Delivery Solutions LLC.

BACKGROUND

The City recently experienced the closure of the Delta View Golf Course on March 1, 2018. The Delta View Golf Course occupied approximately 175 acres of a larger set of City owned properties that encompasses approximately 420 acres. During the May 7, 2018 City Council meeting, the City Council directed staff to explore Economic Development and Employment Opportunities on a portion of the former golf course.

EDS, an affiliate of SteelRiver Operations LP (SteelRiver) and TransBay Funding, is in support of the City's efforts to create a technology park at the former golf course. SteelRiver has $2.5 billion in fund and co-investment capital under management including the $550 million Trans Bay Cable. The development of the 53 mile HVDC Trans Bay Cable project was a joint effort between the City and SteelRiver. On May 3, 2018, EDS submitted a letter to the City expressing interest in developing a technology park at the former golf course.

SUBCOMMITTEE FINDINGS

This item was discussed at the Pittsburg Power Company Subcommittee.

STAFF ANALYSIS

Staff, in continuing efforts to increase revenues and spur economic development, has been discussing the potential of a technology park with EDS for the last two years. A challenge for a technology park, given its high investment requirements, is that it must be accessible to energy (power lines or generation) and avoid areas that are near railroads and flood designated areas. The land on the eastern edge of the golf course meets the preferred criteria.

The attached 5 year Option Agreement contemplates that the City and EDS will need to negotiate definitive agreements regarding the sale and transfer of properties to EDS for the technology park, consistent with the California Environmental Quality Act (CEQA), mitigation measures pursuant to CEQA, and all permits necessary for governmental entities including the City.

The approximately 101.7 acres is proposed to be split into 20, five acre parcels that can be optioned dependent upon the development parameters of the technology park. As detailed in the Fiscal Impact, the final compensation for the land would be $16,779,312. The revenue derived from the land sale and the potential creation of an Enhanced Infrastructure Finance District could generate significant resources to build, construct, and maintain the Diverse Recreational Opportunities discussed at the May 7, 2018 City Council meeting.

ATTACHMENTS: 1. May 3, 2018 Letter
2. Option Agreement
3. Resolution

Report Prepared By: Report prepared by: Garrett Evans, Assistant City Manager

EDS
ENERGY DELIVERY SOLUTIONS

May 3, 2018

Mr. Joe Sbranti
City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Dear Mr. Sbranti,

I am writing this letter on behalf of SteelRiver Operations LP ("SteelRiver") and TransBay Funding (along with its subsidiary Trans Bay Cable, "Trans Bay") in support of the City's opportunity to create a technology park at the Delta View Golf Course ("Technology Park").

SteelRiver is an independent manager dedicated to the infrastructure asset class in North America and currently has $2.5 billion of fund and co-investment capital under management. These assets include nineteen investments in five different subsectors of infrastructure. One of SteelRiver's early investments was Trans Bay which was successfully developed in partnership with the City in 2004 through 2010. Trans Bay owns and operates a 53 mile, 400 MW, HVDC electrical transmission line which originates in the City and delivers approximately 40 percent of the peak electrical needs of San Francisco. Our partnership with the City on this $550 million investment was a very successful Public Private Partnership which will provide high quality jobs and tax revenue to the City for years to come.

SteelRiver and Trans Bay have discussed with the City the opportunity to engage in another Public Private Partnership. In this case SteelRiver, in conjunction with Trans Bay would partner with the City to create a 100 acre Technology Park which could attract data centers to the City. Pittsburg is uniquely situated to host the future needs of the internet given its proximity to over 7 million users along with its power and fiber infrastructure. SteelRiver and Trans Bay have access to the necessary capital and technical expertise to develop with the City all of the infrastructure required to successfully support the development of the Technology Park. Much like Trans Bay itself, data centers would create high quality jobs and significant tax revenue for the City.

Sincerely,

Cliff Losh

Vice-President
ENERGY DELIVERY SOLUTIONS LLC (*a SteelRiver company*)

Energy Delivery Solutions LLC
One Letterman Drive · C5-100 · San Francisco CA 94129
T 415 291 2300 · F 415 651 9500

OPTION AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND ENERGY DELIVERY SOLUTIONS LLC

This option agreement ("Agreement") is made on this 5th day of June, 2018, by and between the CITY OF PITTSBURG, a municipal corporation ("City") and ENERGY DELIVERY SOLUTIONS LLC., a Delaware limited liability company ("EDS"), each a "Party" and together the "Parties." This Agreement is based upon the following facts:

A. City owns several adjacent parcels of real property at or in the vicinity of the Delta View Golf Course in Pittsburg, California. The parcels relevant to this Agreement are:

Reference ID#	Assessor's Parcel Number	Acreage (+/-)
Parcel #1	095-150-032	13.24
Parcel #2	094-080-011	11.75
Parcel #5	095-160-001	2.97
Parcel #6	095-160-002	20.50
Parcel #7 (Portion)	094-090-001	35.21
Parcel #16 (Portion)	094-080-002	18.03
	Total Acreage:	101.70

These parcels are depicted on the map attached as Exhibit "A" and in the legal descriptions attached as Exhibit "B", both exhibits incorporated here by reference (each an "Option Property" and collectively the "Option Properties").

B. The Parties have previously entered into that certain "City of Pittsburg, Pittsburg Power Company and Energy Delivery Solutions LLC Exclusive Negotiating Rights Agreement" dated August 1, 2017 (the "ENRA"). Consistent with the ENRA, EDS wishes to pursue development of a technology park on one or more of the Option Properties. The technology park would include one or more data centers consisting of facilities used to house information technology equipment including computers, telecommunications, auxiliary power and storage systems, as further described in the ENRA (the "Project"). The Parties anticipate negotiating and entering into a Project Development Agreement ("PDA"), which will set forth terms and conditions concerning the development of the Project and the respective roles of EDS, the City and its municipal utility, Pittsburg Power Company. The Project, including the potential transfer and sale of the Option Properties, will be the subject of environmental review under the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*) ("CEQA") and require numerous discretionary approvals and agreements. Nothing in this Agreement shall constitute a commitment by the City and/or PPC to approve CEQA documentation, land use or any other entitlements or agreements concerning the Project, which shall follow applicable development ordinances and regulations and laws.

C. This Option Agreement recognizes that the parties agree to negotiate definitive documents and potential approvals to be considered by the City regarding the potential transfer and sale of the Option Properties to EDS for the Project. The parties agree that no obligation to enter into definitive transaction documents, or any transaction, shall exist by virtue of this Option

Agreement and no Project or definitive transaction documents shall be deemed to be approved, until after (i) the proposed Project is reviewed in accordance with the requirements of the California Environmental Quality Act (CEQA), (ii) any additional conditions or changes to the project based on the CEQA review have been resolved in a manner acceptable to the City, and (iii) all required permits for the Project have been obtained from the City and other governmental authorities with jurisdiction in accordance with applicable laws and regulations.

D. As required by law, the City retains the sole and independent discretion as the lead agency under CEQA to, among other things, balance the benefits of the Project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided, and determine not to proceed with the Project. No legal obligations to approve the Project, the permits for the Project, or the transaction will exist unless and until the parties have negotiated, executed, and delivered definitive agreements based upon information produced during the CEQA environmental review process and on other public review and hearing processes, subject to all applicable governmental approvals.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Grant of Option.

City hereby grants to EDS an exclusive option to purchase each of the Option Properties, subject to the terms and conditions set forth in this Agreement ("Option" or "Options"). EDS anticipates seeking various land use entitlements for the Option Properties, including without limitation one or more tentative and final subdivision maps subdividing the Option Properties into approximately twenty (20) parcels of approximately five (5) acres each, with final maps filed in phases during the Option term. Each such subdivided parcel, upon filing of a final map, shall be considered an Option Property. Once the CEQA environmental review process is completed and approved, EDS shall have the right in its discretion to exercise the Option to acquire one Option Property at a time, or all Option Properties together, or any collection of individual Option Properties; provided, however, that EDS shall have entered into a binding contract for the conveyance of an interest in real property (such as, without limitation, a fee sale or ground lease) of the first Option Property to a data center client or user before EDS may exercise its Option for the second Option Property. After EDS has entered into such binding contract as to the first Option Property, EDS may exercise its Option as to any or all of the remaining Option Properties at EDS' discretion. Should EDS elect to exercise an Option on one or more but not all of the Option Properties, the Option granted hereunder shall remain in full effect as to each remaining Option Property for the remainder of the Agreement term, unless the Agreement is sooner terminated under the provisions hereof.

Section 2. Consideration.

Upon execution and delivery of this Agreement, EDS shall pay to City the sum of one dollar ($1.00) as consideration for the Options. The option consideration set forth in this section, as well as any other consideration deemed to have been received by City under this Agreement, is and shall be deemed consideration solely for the granting of the Options by City. On expiration of the Option term, City shall retain the Option consideration. If the Option is exercised, the consideration shall not be credited against the purchase price of the Option Properties. If the Option is exercised, the purchase price of the Option Properties shall be:

i. For the first 10 Acres, $1.50 per square foot.
ii. For the second 10 Acres, $2.00 per square foot.
iii. For the third 10 Acres, $2.50 per square foot.
iv. For the fourth 10 Acres, $3.00 per square foot.
v. For the fifth 10 Acres, $3.50 per square foot.
vi. For the sixth 10 Acres, $4.00 per square foot.
vii. For the seventh 10 Acres, $4.50 per square foot.
viii. For the eighth 10 Acres, $5.00 per square foot.
ix. For the ninth 10 Acres, $5.50 per square foot.
x. For the final acreage of 11.7 Acres, $6.00 per square foot.

Section 3. Inspections.

3.1 Entry; Indemnity. With five calendar days' prior written notice to the City during the Option Term, EDS may enter the Option Properties for purposes of inspection, survey, tests, design of improvements, and other actions reasonably related to the investigation by EDS of the suitability of the Option Properties for the Project. EDS shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of activity on the Option Properties under this section. EDS will indemnify, defend, and hold City harmless from any loss, damage, claim, cost, lien, action, liability, or judgment (including, without limitation, City's attorney fees and defense costs) (i) incurred for, from, or by any person or entity acting on behalf of, at the request of, or for the purpose of the actions of EDS under this section; and (ii) for personal injury, property damage, or other loss or damage of any kind arising from, resulting from, or in any way related to such entry, except that caused by the sole negligence or willful misconduct of City.

3.2 Minor Changes. With the City's prior written authorization, EDS may make minor changes in the Option Properties in the course of any investigation permitted under this section (e.g., soils borings), provided that the change or damage is only temporary, that it is reasonably necessary to the investigation of the physical characteristics of the Option Properties, and that EDS repairs such damage and restores the Option Properties to the original condition promptly on completion of the investigation.

3.3 Survival of Obligations. The obligations under this section 3 shall survive the termination of this Agreement or the expiration of the term of the Option for the purpose of EDS completing any obligations hereunder.

3.4 Insurance. EDS shall secure and maintain at all times during the Option Term (commencing thirty (30) days after the effective date hereof) (i) a commercial general liability policy of insurance, including bodily injury and property damage coverage, written on an "occurrence" basis, with limits of not less than two million ($2,000,000) dollars, insuring EDS against injury to persons or damage to property arising from or in connection with any action permitted under this Agreement, naming City as an additional insured under a proper endorsement to that policy, and containing coverage for contractual liability for EDS's obligations under this Agreement; and (ii) workers' compensation and employers' liability insurance in accordance with California law. EDS shall deliver to City a copy of certificates and endorsements evidencing such coverage in force, before entering onto the Option Properties. EDS agrees to provide at least thirty days prior written notice to the City of any cancellation, modification, or reduction as to scope or amount of such policies.

Section 4. Term; Termination.

4.1 Option Term. The initial term of the Option shall begin on the effective date hereof (the first date written above), and shall remain in effect for a period of five (5) years thereafter, with termination to occur, unless sooner exercised or terminated, on June 4, 2023 ("Option Term").

4.2 Termination by EDS. EDS may terminate this Agreement and the Option granted under this Agreement, with or without cause, at any time during the Option Term upon thirty (30) days' prior written notice to City.

4.3 Termination by City. From time to time and with thirty days written notice, City may request oral or written progress reports from EDS regarding the Project and any business developments with respect to the Option Properties. City may terminate the Option upon a reasonable, good faith finding by City that progress on the Project development has ceased, become ineffective, or non-productive. City shall provide EDS sixty (60) days written notice of its desire to terminate pursuant to this section and EDS will have one hundred twenty (120) days in which to cure to the City's reasonable satisfaction. The Parties may further address termination rights and obligations in the PDA. Should the City deny approval or land use entitlements for the Project as defined in Recital B, such denial shall not terminate this Option Agreement; in that situation, (i) EDS may still exercise the Option (consistent with terms to be set forth in definitive agreements) and either apply for CEQA approval and entitlements for an alternative development project on the Option Properties (approval or denial of which shall remain in the City's sole discretion) or sell the Option Properties in compliance with this Agreement; and (ii) the Parties shall negotiate a reasonable extension of this Option Agreement in order to provide EDS with sufficient time to exercise its rights under section 4.3(i) immediately preceding. Such extension shall be no less than that amount of time sufficient to allow EDS up to one (1) year to submit each subsequent development application for the Option Properties, together with the actual amount of time for the City to take final action on each such development application (which shall include the actual time required to conclude any litigation challenging such final action).The parties agree that any action by the City, whether approval, modification or denial, of EDS' application pursuant to section 4.3(i) shall trigger the ability of EDS to act for a second time pursuant to Section 4.3(i) or (ii), but shall not trigger the ability of EDS to act for a third or subsequent time pursuant to Section 4.3(i) or (ii). Furthermore, any proceeds from one or more sales by EDS pursuant to Section 4.3(i) of the Option Properties shall involve revenue sharing between EDS and the City on a fifty/fifty basis of any net proceeds after return to EDS of its direct Project development expenses and carrying costs (excluding overhead and internal salary expenses), which expenses and costs shall not exceed five million dollars ($5,000,000), pursuant to subsequent terms and conditions in the PDA.

Section 5. General Provisions.

5.1 Time is of the Essence. Time is of the essence of this Agreement and is a material term of each and every Option granted herein. If any Option is not exercised as required by this Agreement before expiration of the Option Term, all unexercised Options and all applicable rights of EDS shall automatically and immediately terminate without notice, and EDS shall have no interest whatever in the Option Properties for which it has not provided an Exercise Notice. Once the Option has terminated, it may not be revived by any subsequent payment or further action by EDS.

5.2 Memorandum of Option. On execution of this Agreement, City and EDS shall execute and record in the official records of Contra Costa County a memorandum of option. EDS covenants to execute and deliver to City immediately on the expiration or earlier termination of the term of this Option a quitclaim deed in recordable form releasing and reconveying to City all right, title, and interest of EDS in the Option Properties.

5.3 Notices. All notices and other communications authorized or required under this Agreement shall be in writing and transmitted by certified mail (return receipt requested), courier, or overnight delivery, and shall be addressed as follows:

City:

City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Phone: (925) 252-4851
Fax: (925) 252-4851

With a copy to:

Ruthann G. Ziegler
Meyers Nave
555 Capitol Mall
Suite 1200
Sacramento, CA 95815
Phone: (916) 556-1531
Fax: (916) 556-1516

EDS:

Energy Delivery Solutions LLC
Attention: Sean O'Reilly
One Letterman Drive, Bldg. C, 5th Flr.
San Francisco, CA 94129
Phone: (415) 291-2290
Fax: (415) 651-9500

With a copy to:

Energy Delivery Solutions LLC
Attention: Cliff Losh
One Letterman Drive, Bldg. C, 5th Flr.
San Francisco, CA 94129
Phone: (415) 291-2290
Fax: (415) 651-9500

Notice provided to any Party under this paragraph shall be effective when received by the receiving Party's representative as identified above, or on such date as delivery is refused.

5.4 Assignment. This Agreement inures to the benefit of and binds the Parties and

their respective representatives, successors, and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent may be granted or withheld in the consenting Party's sole and absolute discretion. Notwithstanding the foregoing, EDS may assign this Agreement to an affiliate. "Affiliate" means any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with EDS. For purposes of the foregoing, "control," "controlled by" and "under common control with," with respect to any person or entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, partnership or member interests, by contract or otherwise.

5.5 Integration. This Agreement constitutes the entire agreement between the Parties regarding an Option on the Option Properties. Notwithstanding the foregoing, the following agreements between the Parties remain in full force and effect: the ENRA, Confidentiality Agreement dated August 1, 2017, and Reimbursement and Indemnification Agreement dated August 1, 2017.

5.6 Modification. Any modification of this Agreement shall be in writing and executed by each Party.

5.7 Governing Law. The Parties agree that the laws of the State of California shall govern the construction and implementation of this Agreement.

5.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.

5.9 Ambiguities. Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

5.10 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

5.11 Headings. The headings in this Agreement are included for convenience only and shall not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties.

5.12 No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and EDS and no other person shall have any right of action under or by reason of this Agreement.

5.13 No Joint Venture. No joint venture, partnership, or other fiduciary relationship shall be deemed to exist or arise with respect to the Project because of this Agreement.

5.14 Recitals. Recitals A, B, C and D are incorporated into this Agreement as if fully set forth herein.

5.15 Execution. This Agreement may be executed in multiple counterparts, each executed copy of which shall constitute an original of the same instrument. Each Party represents and warrants that each individual executing this Agreement on such Party's behalf has the legal power, right and actual authority to do so

By signing below, the Parties evidence their agreement with the provisions of this Option Agreement and agree to use this Option Agreement as the framework for the good faith negotiations of further binding definitive agreements. Any agreements resulting from negotiations will become effective only if and after such agreement has been considered and approved by the City following conduct of all legally required procedures.

ENERGY DELIVERY SOLUTIONS LLC

By: _____
Sean O'Reilly
Chief Executive Officer

CITY OF PITTSBURG

By: _____
Joe Sbranti
City Manager

Approved as to form:

_____
Ruthann G. Ziegler
City Attorney

Attest:

By: _____
Alice E. Evenson
City Clerk

EXHIBIT A

Rancho Medanos
Junior High
School
John Henry
Johnson Park
Delta View
Golf Course

EXHIBIT B

The land referred to is situated in the County of Contra Costa, City of Pittsburg, State of California, and is described as follows:

TRACT ONE:

Parcel A as shown on Parcel Map MS 677-05, filed June 10, 2005, in Book 193 of Parcel Maps, Page 39, Contra Costa County Records.

APN: 095-150-032

TRACT TWO:

A parcel of land in Contra Costa County, California, within Sections 13 and 24, Township 2 North, Range 1 West, and Section 19, Township 2 North, Range 1 East, Mount Diablo Base and Meridian, and being a portion of that land owned by the United States of America known as the Camp Stoneman Rifle Range, said Rifle Range being described in that certain final order of condemnation, a certified copy of which is recorded in the Office of the County Recorder of Contra Costa County in Volume 1117 of Official Records at Page 553, the said parcel of land being more particularly described as follows:

Beginning at the section corner common to Sections 13, 24, 18 and 19, Township and Range as above designated; thence along the West boundary of Section 19 and the Westerly boundary of the right of way for a canal which is under the authority of the United States Bureau of Reclamation, as the said boundary is described in the Deed from John T. Fahy to United States of America dated Aril 26, 1938 and recorded May 12, 1938 in Volume 448 of Official Records at Page 388, Records of Contra Costa County, South 0° 8' East 365.80 feet; thence continuing along the canal right of way boundary North 89° 52' East 100.00 feet; thence continuing along said canal right of way boundary South 69° 36' East 458.39 feet to a point in the Easterly boundary of the said Rifle Range property (1117 or 553); thence along said Easterly boundary South 8° 40' 28" West 526.65 feet to an angle point in said boundary; thence continuing along the said Easterly boundary/South 23° 40' 28" West 4495.12 feet (this bearing appears in 1117 or 553 as South 23° 43' 58" West) to an angle in the Rifle boundary, and to a point in the South boundary of the Southeast quarter of Section 24; thence continuing along the boundary of the Rifle Range and along the South line of Section 24 South 89° 16' 04" West 1298.15 feet to the Southwest corner of the Southeast quarter of said Section 24; thence leaving the boundary of the Rifle Range property along the West boundary of the Southeast quarter of Section 24 North 0° 03' 42" East 2612.46 feet; thence North 21° 18' 20" East 1644.93 feet; thence North 01° 33' 30" East 559.00 feet; thence North 16° 45' East 1520.00 feet to a point in the Southerly boundary of the right of way for the hereinbefore mentioned canal.

APN: 094-080-011

TRACT THREE:

Portion of the North 1/2 of the Southwest 1/4 of Section 18, Township 2 North, Range 1 East; portion of the Northeast 1/4 of the Southeast 1/4 and portion of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 2 North, Range 1 West, Mount Diablo Base and Meridian, described as follows:

Beginning at a concrete monument marking the West 1/4 corner of said Section 19; thence from said point of beginning South 89° 48' 40" East, along the East-West center line of said Section 19, 1459.36 feet to an iron pipe; thence South 0° 25' 20" West, 548.5 feet to an iron pipe; thence North 89° 34' 35" West, 299.87 feet; thence South 29° 16' 25" West, 517.45 feet to an iron pipe; thence North 89° 34' 40" West, at 914.39 feet an iron pipe on the West line of said Section 19, a total distance of 1562.18 feet to an iron pipe on the East line of the parcel of land described as Tract No. 9 in the Final Order of Condemnation, entered July 8, 1947 under Action No. 27368 and in the United States District Court, Northern District, Southern Division, entitled United States of America, Plaintiff, vs. C.A. Hooper & Co., et al, defendants, a certified copy of which was recorded August 12, 1947 in Volume 1117 of Official Records, at Page 553; thence North 23° 43' 58" East, along said East line, 1628.88 feet to an iron pipe on the West line of said section 19; thence South 0° 28' 42" East, along said West line 500.01 feet to the point of beginning.

APN: 094-080-002

TRACT FOUR:

Lots 1, 2 and 3, and the Southeast 1/4 (one-fourth) of the Northwest 1/4 (one-fourth) of Section 19, Township 2 North, Range 1 East, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM:

1. That parcel of land containing 11.42 acres, more or less, described in the Deed from John Fahy, et u, to United States of America, dated April 26, 1938 and recorded May 12, 1938 in Volume 448 of Official Records, at Page 388, as follows:

"Beginning on the East line of the Northwest quarter of said Section 19, distant thereon North 0° 16' Eat 975.7 feet from Grant Corner Number 5 of the Rancho Los Medanos at the center of said Section 19; thence from said point of beginning South 0° 16' West 63.3 feet, along said East line; thence North 71° 11' West 1526.9 feet; thence on a curve to the right (tangent to the preceding course) with a radius of 180 feet, a distance of 169.2 feet; thence North 17° 19' West 462.4 feet; thence on a curve to the left (tangent to the preceding course) with a radius of 60 feet, a distance of 54.8 feet; thence North 69° 36' West 486.3 feet; thence South 89° 52' West 100.00 feet; thence more or less, to the Mount Meridian, which is the West line of the Northwest 1/4 of said Section 19; thence North 0° 08' West 365.8 feet, more or less, along said Meridian to Grant Corner Number 7 of the Rancho Los Medanos, which is the Northwest corner of said Section 19; thence North 89° 44' East 101.0 feet, along said line; thence South 0° 16' East 100.0 feet; thence South 25° 44' East 135.6 feet; thence South 52° 47' East 103.7 feet; thence South 69° 36' East 457.8 feet; thence South 17° 19' East 542.3 feet; thence South 49° 04' East 106.2 feet; thence South 71° 11' East 600.0 feet; thence South 78° 02' East 503.6 feet; thence South 66° 55' East 268.8 feet; more or less, to the East lien of said Northwest quarter of Section 19; thence South 0° 16' West 126.6 feet, more or less, along said line to the point of beginning.

ALSO EXCEPTING THEREFROM:

That portion thereof described in the Deed to Pacific Gas and Electric Company recorded September 19, 1952, Book 1994, Page 129.

ALSO EXCEPTING THEREFROM:

That portion thereof described in the Deed to the City of Pittsburg recorded December 8, 1960, Book 3759, Official Records, Page 1.

ALSO EXCEPTING THEREFROM:

That portion thereof lying Northerly of the Southwesterly boundary line of the Contra Costa Canal.

APN: 094-090-01

TRACT FIVE:

PARCEL ONE:

Beginning at the Southwest corner of the 13.92 acre parcel of land described and designated Parcel VI in the Deed from C.A. Hooper & Co. to Pacific Gas and Electric Company, dated December 27, 1951 and recorded in the Office of the County Recorder of said County of Contra Costa in Book 1872 of Official Records at Page 189, an running thence North 0° 10' East, along the Westerly boundary line of said 13.92 acre parcel of land; thence South 73° 11 1/2' East, along the Northerly boundary line of said 13.92 acre parcel of land, 182.03 feet; thence South 0° 19 1/2' West 718.40 feet to a point in the Southerly boundary line of said 13.92 acre parcel of land; thence South 89° 50' West, along the last mentioned boundary line, 172.41 feet, more or less, to the point of beginning; being a portion of Rancho Las Medanos.

PARCEL TWO:

A right of way for a road for ingress to and egress from Parcel One within the strip of land described as follows, to wit:

A strip of land of the uniform width of 60 feet extending from the Easterly boundary line of said 13.92 acre parcel of land Westerly to the Easterly boundary line of Parcel One hereinbefore described, and lying equally on each side of the line which begins at a point in the Easterly boundary line of said 13.92 acre parcel of land from which the Southeast corner of said 13.92 acre parcel of land bears South 0° 19 1/2' West 263.0 feet distant and runs thence South 89° 50' West, parallel with the Southerly boundary line of said 13.92 acre parcel of land, 800 feet, more or less, to the Easterly boundary line.

APN: 095-60-001

TRACT SIX:

Lots 1, 2 and 3, and the Southeast 1/4 (one-fourth) of the Northwest 1/4 (one-fourth) of Section 19, Township 2 North, Range 1 Eat, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM:

1. That parcel of land containing 11.42 acres, more or less, described in the Deed from John Fahy, et u, to United States of America, dated April 26, 1938 and recorded May 12, 1938 in Volume 448 of Official Records, at Page 388, as follows:

"Beginning on the East line of the Northwest quarter of said Section 19, distant thereon North 0° 16' Eat 975.7 feet from Grant Corner Number 5 of the Rancho Los Medanos at the center of said Section 19; thence from said point of beginning South 0° 16' West 63.3 feet, along said East line; thence North 71° 11' West 1526.9 feet; thence on a curve to the right (tangent to the preceding course) with a radius of 180 feet, a distance of 169.2 feet; thence North 17° 19' West 462.4 feet; thence on a curve to the left (tangent to the preceding course) with a radius of 60 feet, a distance of 54.8 feet; thence North 69° 36' West 486.3 feet; thence South 89° 52' West 100.00 feet; thence more or less, to the Mount Meridian, which is the West line of the Northwest 1/4 of said Section 19; thence North 0° 08' West 365.8 feet, more or less, along said Meridian to Grant Corner Number 7 of the Rancho Los Medanos, which is the Northwest corner of said Section 19; thence North 89° 44' East 101.0 feet, along said line; thence South 0° 16' East 100.0 feet; thence South 25° 44' East 135.6 feet; thence South 52° 47' East 103.7 feet; thence South 69° 36' East 457.8 feet; thence South 17° 19' East 542.3 feet; thence South 49° 04' East 106.2 feet; thence South 71° 11' East 600.0 feet; thence South 78° 02' East 503.6 feet; thence South 66° 55' East 268.8 feet; more or less, to the East lien of said Northwest quarter of Section 19; thence South 0° 16' West 126.6 feet, more or less, along said line to the point of beginning.

ALSO EXCEPTING THEREFROM:

That portion thereof described in the Deed to Pacific Gas and Electric Company recorded September 19, 1952, Book 1994, Page 129.

ALSO EXCEPTING THEREFROM:

That portion thereof described in the Deed to the City of Pittsburg recorded December 8, 1960, Book 3759, Official Records, Page 1.

ALSO EXCEPTING THEREFROM:

That portion thereof lying Southerly of the Northeasterly boundary line of the Contra Costa Canal.

APN: 095-160-002

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Approving an Option Agreement with	)	
Energy Delivery Solutions LLC for a	)	RESOLUTION NO. 18-
Technology Park Development at the	)	
Former Delta View Golf Course	)	

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS,the City recently experienced the closure of the Delta View Golf Course on March 1, 2018. The Delta View Golf Course occupied approximately 175 acres of a larger set of City owned properties that encompasses approximately 420 acres; and

WHEREAS,during the May 7, 2018 City Council meeting, the City Council directed staff to explore Economic Development and Employment Opportunities on a portion of the former golf course; and

WHEREAS, the City and Energy Delivery Solutions LLC (EDS) are proposing to enter into an Option Agreement for approximately 101.7 acres of land at the former Delta View Golf Course. EDS wishes to pursue the development of a technology park that would include one or more data centers; and

WHEREAS,EDS, an affiliate of SteelRiver Operations LP (SteelRiver) and TransBay Funding, is in support of the City's efforts to create a technology park at the former golf course. SteelRiver has $2.5 billion in fund and co-investment capital under management including the $550 million Trans Bay Cable. The development of the 53 mile HVDC Trans Bay Cable project was a joint effort between the City and SteelRiver. On May 3, 2018, EDS submitted a letter to the City expressing interest in developing a technology park at the former golf course; and

WHEREAS, dependent upon the scale of development, the City could realize significant sales, use and property taxes associated with the technology park. If all of the 101.7 acres of property were sold, the final compensation for the land would be $16,779,312; and

WHEREAS, the attached 5 year Option Agreement contemplates that the City and EDS will need to negotiate definitive agreements regarding the sale and transfer of properties to EDS for the technology park, consistent with the California Environmental Quality Act (CEQA), mitigation measures pursuant to CEQA, and permits necessary for governmental entities including the City.

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

Section 1.

The City Council hereby finds and determines that the above recitals are true, correct and incorporated herein.

Section 2.

The Option Agreement between the City of Pittsburgand Energy Delivery Solutions LLC is hereby approved.

Section 3.

The City Manager is hereby authorized to execute the Option Agreement and take any and all other actions necessary to carry out this Resolution.

Section 4.

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

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Councilof the City of Pittsburg at a regular meeting on the4th day ofJune, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dwaine “Pete” Longmire, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

DATE: 5/24/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: By Minute Order, Consider and Approve Formation of New Ad Hoc Committees and Appoint Two Committee Members each to those Proposed Committees

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

In accordance with the City of Pittsburg "Policies and Procedures for the City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

By Minute Order, appoint two committee members to the proposed Ad Hoc Committees if approved.

BACKGROUND

As stated in the Executive Summary, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees when appropriate.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Council Members have expressed an interest in forming additional ad hoc committees for various purposes.

With Council approval of the creation of these committees, two City Council committee members must be appointed to each committee.

ATTACHMENTS: None

Report Prepared By: Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: May 21, 2018

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

CITY COUNCIL/AGENCY MEMBERS
Dwaine "Pete" Longmire, Mayor/Chair
Sal Evola, Vice-Mayor/Chair
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Marilyn Craft, Council/Agency Member
Michelle Bond, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS
Joe Sbranti, City Manager/Executive Director
Ruthann Ziegler, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

The following Planning Commission Appeal was heard at 5:31 P.M.

1. Appeal of Nazari Use Permit Amendment, AP-17-1215 (UP)

After staff's presentation, Mayor Longmire opened the Public Hearing.

Mike Nazari, Appellant, presented his appeal.

The following spoke in favor of upholding the appeal:

Bruce Ohlson, Pittsburg
William Lee, Pittsburg
Rosamaria Corral, Pittsburg

The following spoke in favor of denying the appeal:

Peter Hsiao, on behalf of Chevron
Patricia Opurum, on behalf of Crimson
Mike Clifton, on behalf of Crimson and KLM

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

On motion by Mayor Longmire, seconded by Member Banales, to deny the appeal and uphold the Planning Commission's decision was adopted by the following vote:

AYES: Banales, Killings, Longmire
ABSENT: Craft, Evola

Mayor Longmire called the meeting of the City Council to order at 7:10 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 6:35 P.M. for Closed Session for the following items:

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

Property: 615 Railroad Avenue APN 085-171-012; Pittsburg Power Company Negotiators: Joe Sbranti, Garrett Evans, and Maria Aliotti; Negotiating Parties: Natalie Cooper dba Lumpy's; Under negotiation: both price and terms of payment

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

One (1) case

4. PUBLIC EMPLOYMENT (Pursuant to Section 54957):

City Attorney

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

Agency designated representatives: Joe Sbranti, Garrett Evans, Stacy Shell; Employee organization: AFSCME Miscellaneous A; AFSCME Management/Professional/ Confidential; Teamsters Local 856

Mayor Longmire stated there was no reportable action taken in Closed Session.

ROLL CALL

Members Craft and Evola were absent and excused.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

PROCLAMATIONS

Arbor Day

Public Works Supervisor Ramona Anderson accepted the proclamation. She stated several girl scout troops planted trees throughout the parks last weekend.

PRESENTATIONS

Police Activities League (PAL) Annual Update

PAL Board Members Jim Nejedly and Officer Heidi McGuire presented PAL's Annual Update.

"Police Officers Are Your Friends" poster contest winners

Chief Addington introduced the winners of the poster contest for grades 1 through 5 throughout the Pittsburg Unified School District.

CITY MANAGER'S REMARKS

City Manager Sbranti noted two Assembly Bills that the League of California Cities Is opposing. He stated he would be sending letters of opposition from the City for AB 1912 and AB 2823.

City Manager Sbranti also announced the ribbon cutting for eBART on Friday, May 25 at the Hillcrest Station.

Assistant City Manager Evans reported on upcoming events throughout the city.

CITIZENS REMARKS

Wolfgang Croskey, Pittsburg, commended the Pittsburg PD for their professionalism after experiencing a situation that needed their assistance. He also noted the Pittsburg Diamonds opening day is June 2 and announced this year's family friendly pricing.

Bruce Ohlson, Pittsburg, asked if there was a PD Officer dedicated to bicycling.

CITY COUNCIL MEETING

PUBLIC HEARING

6. Adoption of a City Council Resolution to Approve Revisions to the Marina Fees

Mayor Longmire opened the Public Hearing. There being no one to speak to the item, 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, Killings, Longmire
ABSENT: Craft, Evola

CONSIDERATION

6. Adoption of a City Council Resolution Allocating Funds and Approving a Consultant Agreement for the First Phase of Design of Contract 2018-01, James Donlon Boulevard Extension Project

On motion by Member Banales, seconded by Member Killings to adopt and carried by the following vote:

AYES: Banales, Killings, Longmire
ABSENT: Craft, Evola

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

COMBINED CITY COUNCIL AND PITTSBURG POWER COMPANY CONSENT CALENDAR

Mayor/Chair Longmire noted Items 18 and 19 were being pulled to be considered at a later date.

On motion by Member Banales, seconded by Member Killings to adopt without Items 18 and 19 and carried by the following vote:

AYES: Banales, Killings, Longmire
ABSENT: Craft, Evola

10. Minutes of April 30, 2018 and May 7, 2018

11. Adoption of a City Council Resolution to Allocate Funds for Replacement of a Portion of Sewer Main East of Loveridge Road

12. Adoption of a City Council Resolution to Accept Contract 2017-01, 2017/2018 CDBG ADA Sidewalk Replacement Project as Complete and Authorize the City Engineer to File a Notice of Completion

13. Adoption of a City Council Resolution to Allocate Funds, Accept Plans and Specifications and Authorize Award of Contract 2017-06, Downtown Sidewalk Replacement Project

14. Receive and File the Treasurer's Report for the Quarter Ending March 31, 2018

15. Adoption of a City Council Resolution to Accept Contract 2012-16B, Water Treatment Plant Capital Improvements, Phase 1B as Complete and Authorize the City Engineer to File a Notice of Completion

16. Adoption of a City Council Resolution to Modify the Chiller Loan Financing Agreement with Pacific Gas and Electric and Amend the Loan Amount and Appropriation of Funds

17. Adoption of a City Council Resolution Approving a Request to the Metropolitan Transportation Commission (MTC) for the Allocation of FY 2018/19 Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle Project Funding

18. Adoption of a City Council Resolution Approving the Establishment of Preferential

Residential Permit Parking on Portions of Oakpoint Drive and Oakpoint Court

19. Adoption of an Ordinance Amending Title 18 of the Pittsburg Municipal Code Related to the Cannabis Regulations, AP-18-1308 (RZ)

COUNCIL MEMBER REPORTS/REMARKS

Member Killings attended the NIT meeting on Saturday and was pleased by the community engagement.

Member Banales attended the MCE Board Meeting last Thursday. He noted Pittsburg's opt-out rate was the lowest by 5.9% and had the most enrolled of any cities.

Mayor Longmire attended the NIT meeting and noted the number of community members willing to volunteer for various events or projects.

ADJOURNMENT

The City Council meeting was adjourned at 8:19 P.M. to June 4, 2018 ***in memory of Cheryl Brewer.***

Respectfully submitted,

Alice E. Evenson, City Clerk

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

DATE: 5/23/2018

TO: Mayor/Chair and Council/Agency Members

FROM: Joe Sbranti, City Manager/Executive Director

SUBJECT: Adoption of City Council, Pittsburg Power Company and Southwest Pittsburg GHAD II Resolutions Approving a List of Firms for On-Call Material Testing, Environmental, and Geotechnical Services Related to the City's Capital Improvement Projects and Authorizing the City Manager/Executive Director to Enter into Agreements with Selected Firms

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

The Material Testing, Environmental, and Geotechnical on-call list (the "On-Call List") will allow staff to use pre-qualified material testing, environmental, and geotechnical firms on an as-needed basis to perform various testing and reporting tasks required for design and construction of various capital improvement projects.

FISCAL IMPACT

There are no fiscal impacts as a result of approving the proposed On-Call List. No task orders will be issued to any of the firms on this list without City Council/Agency approval of a project budget for project material testing, environmental, and geotechnical studies.

RECOMMENDATION

City Council/Agency adopt the attached resolutions approving the list of recommended firms for on-call material testing, environmental, and geotechnical on an as-needed basis and authorizing the City Manager/Executive Director to enter into agreements with selected firms.

BACKGROUND

On July 6, 2015, the City Council adopted Resolution 15-13079, approving a list of 18 on-call material testing, environmental, and geotechnical firms in the local area qualified to

provide these services to the City on an on-call basis, that list was valid for a period of two years.

Design and construction of projects included in the CIP and on Pittsburg Power and GHAD approved capital projects often require quality control, reporting, and investigative services that are provided by material testing, environmental, and geotechnical firms.

Staff submitted to 33 material testing, environmental, and geotechnical firms a request for qualifications (RFQ). These firms have either had previous experience working with the City or have requested to be included in the selection process. By the April 16, 2018, deadline for submission of statements of qualifications (SOQ), staff received SOQ's from 22 Material Testing, Environmental, and Geotechnical firms. These SOQs were reviewed by staff and all 22 of them were deemed qualified and are recommended for inclusion in the On-Call List.

The recommended On-Call List of the firms and their locations, in no particular order, is attached to this report.

SUBCOMMITTEE FINDINGS

NA

STAFF ANALYSIS

The creation of an on-call list of pre-qualified material testing, environmental, and geotechnical will reduce the amount of time that would be spent by staff on selecting qualified firms. Otherwise these firms would need to be qualified on a project by project basis or emergency basis.

If the attached resolution is approved, the services from material testing, environmental, and geotechnical firms will be used as they are needed for various capital projects, GHAD, and Pittsburg Power Company. When the need arises, the City or Agency will enter into a Professional Services Agreement (PSA) with the particular firm to perform work on an on-call basis. Staff will prepare a task order for the specific project before this work begins. The costs involved in each task order will be based on a proposal received or on rate sheets from the firm and will have a "not to exceed" fee limit for each task order that will be negotiated at the time the task order is issued. Each Task order is requested to have a maximum fee limit of $175,000.

The cost for each task order for material testing, environmental or geotechnical work will be paid from funds already included in the approved budget for the department or the project.

If approved, the On-Call List will be valid for two years from the date of approval of this resolution. Task orders that are underway at the expiration of the two-year On-Call List will continue to be valid until the work to be performed under those task orders is complete. Total cost for these services will depend on the type and duration of the service provided and the number of task orders issued during the two-year period.

The City will not be under any obligation to award any task orders or contracts, or to use any "on-call" agreement to its limits. Based on specific project needs, the City Manager is

requested to be authorized to extend the time limit of any on-call agreement by up to one year.

The City may issue additional requests for proposals for material testing, environmental, and geotechnical work for other projects outside of the scope of this on-call agreement at its discretion.

A sample Professional Services Agreement is attached to this staff report.

ATTACHMENTS: Resolution City Council
Resolution Pittsburg Power
Resolution GHAD 2018
On-Call List
Sample of On-Call Agreement

Report Prepared By: Mahta Khalatbari,
Civil Engineer II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Resolution Approving a List of Firms for On-Call Material Testing, Environmental, and Geotechnical Services Related to the City's Capital Improvement Projects and Authorizing the City Manager to Enter into Agreements with Selected Firms	)	RESOLUTION NO.18-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, on July 6, 2015, the City Council adopted Resolution 15-13079, approving a list of 18 on-call material testing, environmental, and geotechnical firms in the local area qualified to provide these services to the City on an on-call basis, that list was valid for a period of two years; and

WHEREAS, design and construction of projects included in the Capital Improvement Program (CIP) often require quality control, reporting, and investigative services that are provided by material testing, environmental, and geotechnical firms; and

WHEREAS, staff distributed to 33 material testing, environmental, and geotechnical firms a request for qualifications (RFQ): and

WHEREAS, these firms have either had previous experience working with the City or had requested to be included in the selection process; and

WHEREAS, By the April 16, 2018, deadline for submission of statements of qualifications (SOQ), staff received SOQ's from 22 material testing, environmental, and geotechnical firms; and

WHEREAS, SOQs received were reviewed by staff and all of 22 firms were deemed qualified and are recommended for inclusion in the on-call list; and

WHEREAS, a list of the recommended on-call firms and their locations (the "on-Call List"), in no particular order, is attached to the staff report; and

WHEREAS, staff request that the City Council adopt the On-Call List; and

WHEREAS, staff requests that the City Manager be authorized to execute agreements for on-call material testing, environmental, and geotechnical services with firms on the On-Call List; and

WHEREAS, work performed per the On-Call List shall be by task order per the on-call agreement and based on an agreed upon fee; and

WHEREAS, staff requests that the maximum fee for each task order for services to be performed per the on-call material testing, environmental, and geotechnical Services agreement will be $175,000; and

WHEREAS, any task orders over $175,000 will require City Council approval and an amendment to the on-call agreement; and

WHEREAS, task orders issued in the amount of $175,000 or less will be approved based on signing authority limits or by the City Manager and will be paid from project accounts previously authorized by the City Council.

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

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

Section 2.
The City Council approves the attached On-Call List for use on an as needed basis.

Section 3.
The City Manager is authorized to enter into agreements with selected Material Testing, Environmental, and Geotechnical Services on the On-Call List for use on City projects.

Section 4.
Estimated costs for professional material testing, environmental, and geotechnical services shall be included in the various project budgets to be approved by the City Council.

Section 5.
The maximum task order fee for each design contract or study performed under a task order shall be $175,000. Task orders under $175,000 shall be approved based on signing authority limits or by the City Manager and shall be paid from project accounts previously authorized by the City Council.

Section 6.
The City Manager is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to contract with any of the firms on the On-Call List to provide professional services.

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

PASSED AND ADOPTED by the Council of the City of Pittsburg at a regular meeting on the 4th day of June 2018, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Dwaine “Pete” Longmire, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

BEFORE THE PITTSBURG POWER COMPANY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Resolution Approving a List of Firms for On-Call Material Testing, Environmental, and Geotechnical Services Related to Pittsburg Power Capital Projects and Authorizing the Executive Secretary to Enter into Agreements with Selected Firms	)	RESOLUTION NO.18-

The Pittsburg Power Company of the City of Pittsburg DOES RESOLVE as follows:

WHEREAS, the Pittsburg Power Company requires the services of material testing, environmental, and geotechnical on occasion; and

WHEREAS, design and construction of projects included in the Pittsburg Power often require quality control, reporting, and investigative services that are provided by material testing, environmental, and geotechnical firms; and

WHEREAS, the City of Pittsburg emailed 33 material testing, environmental, and geotechnical firms a request for qualifications (RFQ's) to create an on-call list to perform duties associated with City projects and the Capital Improvement Program; and

WHEREAS, these firms have either had previous experience working with the City or had requested to be included in the selection process; and

WHEREAS, by the April 16, 2018, deadline for submission of statements of qualifications (SOQ), staff received SOQ's from 22 material testing, environmental, and geotechnical firms; and

WHEREAS, SOQs received were reviewed by staff and all of 22 firms were deemed qualified and are recommended for inclusion in the on-call list; and

WHEREAS, a list of the recommended on-call firms and their locations (the "on-Call List"), in no particular order, is attached to the staff report; and

WHEREAS, staff request that the Pittsburg Power Company adopt the On-Call List; and

WHEREAS, staff requests that the Executive Secretary be authorized to execute agreements for on-call material testing, environmental, and geotechnical services with firms on the On-Call List; and

WHEREAS, work performed per the On-Call List shall be by task order per the on-call agreement and based on an agreed upon fee; and

WHEREAS, staff requests that the maximum fee for each task order for services to be performed per the on-call material testing, environmental, and geotechnical Services agreement will be $175,000; and

WHEREAS, any task orders over $175,000 will require Pittsburg Power Company Board approval and an amendment to the on-call agreement; and

WHEREAS, task orders issued in the amount of $175 or less will be approved based on signing authority limits or by the Executive Secretary and will be paid from project accounts previously authorized by the Pittsburg Power Company Board.

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

Section 1.
The Pittsburg Power Company Board 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 Pittsburg Power Company set forth below.

Section 2.
The Pittsburg Power Company Board hereby adopts the On-Call List for use on an as needed basis.

Section 3.
The adopted On-Call List shall remain in effect for a period of two years and the Executive Secretary is authorized to enter into agreements with these selected firms for use on Pittsburg Power Company projects.

Section 4.
The maximum amount per task order is set at $175,000. Estimated costs for on-call services shall be included in the various project budgets as approved by the Pittsburg Power Company Board.

Section 5.
The Executive Secretary is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to contract with any of the firms on the On-Call List to provide material testing, environmental, and geotechnical services.

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

PASSED AND ADOPTED by the Pittsburg Power Company Board of Directors at a regular meeting held on the 4th day of June 2018, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Dwaine “Pete” Longmire, Chair

ATTEST:

_____
Joe Sbranti, Executive Secretary

BEFORE THE SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II

In the Matter of:

Adoption of a Resolution Approving a List of Firms for On-Call Material Testing, Environmental, and geotechnical Services Related to the GHAD II District Capital Projects and Authorizing the Executive Director to Enter into Agreements with Selected Firms	)	RESOLUTION NO. 18-

The Southwest Pittsburg Geologic Hazard Abatement District II DOES RESOLVE as follows:

WHEREAS, the GHAD II requires the services of material testing, environmental, and geotechnical on occasion; and

WHEREAS, design and construction of projects included in the GHAD often require quality control, reporting, and investigative services that are provided by material testing, environmental, and geotechnical firms; and

WHEREAS, the City of Pittsburg emailed 33 material testing, environmental, and geotechnical firms a request for qualifications (RFQ's) to create an on-call list to perform duties associated with City projects and the Capital Improvement Program; and

WHEREAS, these firms have either had previous experience working with the City or had requested to be included in the selection process; and

WHEREAS, by the April 16, 2018, deadline for submission of statements of qualifications (SOQ), staff received SOQ's from 22 material testing, environmental, and geotechnical firms; and

WHEREAS, SOQs received were reviewed by staff and all of 22 firms were deemed qualified and are recommended for inclusion in the on-call list; and

WHEREAS, a list of the recommended on-call firms and their locations (the "on-Call List"), in no particular order, is attached to the staff report; and

WHEREAS, staff request that the GHAD II adopt the On-Call List; and

WHEREAS, staff requests that the Executive Director be authorized to execute agreements for on-call material testing, environmental, and geotechnical services with firms on the On-Call List; and

WHEREAS, work performed per the On-Call List shall be by task order per the on-

call agreement and based on an agreed upon fee; and

WHEREAS, staff requests that the maximum fee for each task order for services to be performed per the on-call material testing, environmental, and geotechnical Services agreement will be $175,000; and

WHEREAS, any task orders over $175,000 will require GHAD II Board approval and an amendment to the on-call agreement; and

WHEREAS, task orders issued in the amount of $175,000 or less will be approved based on signing authority limits or by the Executive Director and will be paid from project accounts previously authorized by the GHAD II Board.

NOW, THEREFORE, the GHAD II Board resolves that:

Section 1.
The GHAD II Board 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 set forth below.

Section 2.
The GHAD II Board hereby adopts, for use the On-Call List for use on an as needed basis.

Section 3.
The adopted On-Call List shall remain in effect for a period of two years and the Executive Director is authorized to enter into agreements with these selected firms for use on GHAD II projects.

Section 4.
The maximum amount per task order is set at $175,000. Estimated costs for on-call material testing, environmental, and geotechnical services shall be included in the various project budgets as approved by the GHAD II Board.

Section 5.
The Executive Director is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to contract with any of the firms on the On-Call List to provide material testing, environmental, and geotechnical services.

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

APPROVED AND ADOPTED by the GHAD II Board of Directors at a regular meeting on the 4th day of June, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dwaine “Pete” Longmire, Chair

ATTEST:

_____
Alice E. Evenson, Clerk of the Board

	Number	Company Name	Material Testing	Environmental Testing	Geotechnical
1	1	Engeo Inc.	X		X
2	2	Hultgren - Tillis Engineers			X
3	3	Kleinfelder	X	X	X
4	4	Apex		X	
5	5	AEI	X	X	X
6	6	Ninyo & Moore	X	X	X
7	7	PRA	X		X
8	8	Matriscope	X		X
9	9	Construction Testing Services	X		X
10	10	Terracon	X	X	X
11	11	Consolidated Engineering Laboratories	X	X	X
12	12	Millennium Consulting Associates		X	
13	13	TRC		X	X
14	14	NCE	X	X	X
15	15	Vista Environmental Consulting		X	
16	16	Rincon Consultants, Inc.		X	
17	17	Essel Environmental		X	
18	18	Hazard Management Services, Inc.	X	X	X
19	19	CTE Cal, Inc.	X		X
20	20	Twining, Inc.	X		X
21	21	Cal Engineering & Geology, Inc.			X
22	22	Professional Service Industries, Inc.	X	X	X

ON-CALL MATERIAL TESTING/ENVIRONMENTAL/GEOTECHNICAL SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND [NAME OF CONSULTANT]

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and _____ ("Consultant") (together referred to as the "Parties") as of _____, 20__ (the "Effective Date").

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Task Orders issued during the term of this Agreement, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Scope of Services. Consultant is expected to perform the following services as specified in Task Orders issued during the term of this agreement:

**** Scope of Service to be included will be per consultant expertise****

ENVIRONMENTAL SERVICES:

a) Preparation of hazardous material lead paint and asbestos abatement reports and recommendations for demolition projects (pre-demolition surveys to include hazardous material summary table, sampling/analytical data, sample locations/site plans, abatement recommendations and requirements, and worker protection recommendations)
b) Obtaining samples and performing lab analysis on soil, building materials, and groundwater
c) Providing estimates of hazardous material quantities
d) Prepare hazardous material survey location and site plans
e) Providing reports and treatment recommendations for contaminated sites
f) Providing field observations of operations related to treatment and abatement of hazardous materials
g) Providing procedural information for hazardous material regulations from local, state, and federal agencies
h) Preparing testing and observation daily reports
i) Review of outside material testing reports to assist with regulatory requirements for disposal and treatment

CONSTRUCTION MATERIAL TESTING:

j) Obtaining samples and performing lab analysis on soil, asphalt, and concrete to test conformance with project plans and specifications
k) Providing reports and field testing for moisture/density during site grading, backfill, placement of engineered fill, sub-grade preparation, asphalt concrete, etc…
l) Providing continuous and/or periodic field observations of construction activities
m) Providing special inspections of concrete reinforcement, structural steel construction, shop/field welding, high strength bolting, masonry construction, etc…
n) Preparing testing and observation daily reports
o) Providing moisture/density curves for site and import materials

GEOTECHNICAL SERVICES:

p) Preparation of soil/geotechnical reports and recommendations for various construction activities
q) Obtaining samples and performing lab analysis on soil to provide recommendations in design
r) Preparing testing and observation reports
s) Review of construction material submittals for conformance with project plans and specifications
t) Construction monitoring
u) Shop drawing review
v) Peer review

1.2 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on April 16, 2020, all Task Orders issued during the term of this Agreement, shall be completed within three(3) years of the end date of this Agreement unless otherwise terminated by the one or both of the Parties, or extended, as authorized by an amendment to this agreement, executed by the Parties.

1.3 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.4 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the

Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.5 **Time.** Consultant shall devote such time to the performance of services pursuant to Task Orders issued per this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the rate schedule incorporated in Task Orders issued per this Agreement. A total not-to-exceed amount of compensation will be determined by the Task Order(s) issued. In no event shall total compensation exceed the amount of the Task Order, without City's prior written approval. Unless authorized by amendment to this agreement, executed by the Parties, no Task Order shall exceed $175,000. The total compensation during the term of this agreement shall not exceed $500,000 unless an amendment to this Agreement is executed by the Parties. The not to exceed dollar amount is not a guarantee that the City will issue Task Orders for that full amount to the Consultant, but is merely a limit of potential City expenditures per Task Order under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required per Task Order, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation per Task Order is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Separate invoices shall be submitted for each Task Order. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- A unique invoice number;
- The beginning and ending dates of the billing period;
- A Task Summary identifying the scope of services performed including project name, number, or Task Order name/description
- Detail of Charges including, where appropriate, labor (by sub-

category), travel, materials, equipment, supplies, subcontractor charges, and miscellaneous expenses (include title, number of hours, and hourly rate billed).

- An Invoice Summary containing the original Task Order amount, the amount of prior billings, the total due this period, the balance available under the Task Order, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The Consultant's signature.
- Invoices shall be addressed to:

City of Pittsburg
Engineering Division
Attn: Ron Nevels
65 Civic Avenue
Pittsburg, CA 94565

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 **Final Payment.** Consultant shall submit its final invoice for each Task Order within 60 days of completing its services. Consultant's failure to submit its final invoice for each Task Order within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are to be specified and included in the total compensation authorized per Task Order. Expenses not listed the approved Task Order are not chargeable to, or reimbursable by, City.

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned

autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 **Professional Liability Insurance.**

4.3.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals

performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate covering the Consultant's errors and omissions.

4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

4.4.1 **Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 **Wasting Policies**. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant in performance of the services under this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be been determined to apply.

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have

no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification

to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in the Task Orders issued during the term of this Agreement not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in the Task Orders issued during the term of this Agreement that are unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to

the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : _____
_____
_____
_____

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

10.9 **Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 **Integration.** This Agreement, including the scope of work included in any Task Orders issued during the term of this Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement and Task Orders issued during the term of this Agreement, the Agreement shall control.

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG	**CONSULTANT**
_____	_____
Joe Sbranti, City Manager	**[NAME, TITLE]**

Attest:

_____
Alice Evenson, City Clerk

Approved as to Form:

_____
Ruthann G. Ziegler, City Attorney

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: _____

2784982.1

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

DATE: 5/1/2018

TO: Mayor and Council Members

FROM: Alice E. Evenson, City Clerk

SUBJECT: Adoption of a City Council Resolution Requesting the Consolidation of the Municipal Election with Other Elections to be Held on Tuesday, November 6, 2018 General Election Date for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities and Levying a Charge and Establishing Word Limitation for Candidates' Statements

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

Pursuant to Elections Code Section 10400, et. seq., the City must, at least 88 days prior to the date of the election, file with the Board of Supervisors a Resolution of its governing board requesting the consolidation of elections and setting forth the exact form of any office to be voted upon at the election, and establishing the word limitation for candidates' statements.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Adopt the attached Resolution requesting the Board of Supervisors to consolidate the municipal elections with other elections on November 6, 2018 and establishing the word limit and fee for the candidates' statement. The candidate statement will be directly paid for by the respective candidates wishing to submit statements.

BACKGROUND

In accordance with Elections Code Section 10400, et seq. the City Council is authorized to request consolidation of special elections with other elections to be held at the same time.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

On November 6, 2018, the offices up for election are:

Three (3) City Council seats
One (1) City Clerk seat
One (1) City Treasurer seat

The recommended word limit for the candidates is 250 words and the fee, as established by the County Elections Office, for printing of the statement, is $545, which includes the state mandated Spanish, Mandarin and Chinese translations. Candidate statements over 250 words will double in price. The candidate statement will be directly paid for by the respective candidates wishing to submit statements. The candidate statement will be directly paid for by the respective candidates wishing to submit statements.

ATTACHMENTS: Resolution

Report Prepared By: Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Requesting and Consenting toConsolidation of Elections; and Setting Specifications of the Election Order	)))	RESOLUTION NO. 18-

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the City Council has ordered a Municipal Election to be held on Tuesday, November 6, 2018, to fill certain municipal offices; and

WHEREAS, other elections may be held in whole or in part of the territory of the City and it is to the advantage of the City to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, Elections Code Section 10242 provides that the governing body shall determine the hours of opening and closing the polls; and

WHEREAS, Elections Code Section 10002 requires the City to reimburse the county in full for the services performed upon presentation of an invoice to the City by the County Elections Official; and

WHEREAS, Elections Code Section 13307 requires that before the nominating period opens the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; and may estimate the cost; and determine whether the estimate must be paid in advance; and

WHEREAS, Elections Code Section 13307 allows establishment of a word limitation for candidates' statements; and

WHEREAS, Elections Code Section 12101 requires the publication of a notice of the election once in a newspaper of general circulation in the City; and

WHEREAS, tie votes shall be determined by lot unless the City Council adopts the provisions of Elections Code 15651(b) prior to the conduct of the election resulting in the tie vote.

NOW, THEREFORE, IT IS ORDERED AND RESOLVED THAT an election be held in accordance with the following specifications:

1. The Election shall be held on Tuesday, the 6th day of November, 2018. The purpose of the election is to choose successors for the following offices whose terms expire November 2018:

Three (3) City Council Members	4 Year Term
One (1) City Clerk	4 Year Term
One (1) City Treasurer	4 Year Term

2. The City Council hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code Section 10400.

3. The City hereby designates the hours the polls are to be kept open shall be from 7:00 A.M. to 8:00 P.M.

4. The City will reimburse the County for the actual cost incurred in conducting the election upon receipt of an invoice stating the amount due as determined by the elections official.

5. The City Council has determined that the Candidate will pay for the Candidate's Statement. The Candidate's Statement will be limited to 250 words. As a condition of having the Candidate's Statement published, the Candidate shall pay the cost at the time of filing. The City Council hereby establishes the cost for a Candidate Statement as $545. Candidate statements over 250 words will double in price.

6. The City of Pittsburg is to publish the Notice of Election in the *East County Times*, which is a newspaper of general circulation that is published daily in the City.

7. The City Council hereby determines that in the event of a tie vote the winner shall be determined by lot.

8. The City Council directs that a certified copy of this Resolution be forwarded to the Registrar of Voters and to the Board of Supervisors of Contra Costa County.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of June, 2018, by the following vote:

AYES:
NAYS:
ABSTAINED:
ABSENT:

_____
Dwaine "Pete" Longmire, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

DATE: 5/3/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Support the San Francisco Bay Area Water Trail

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

Staff is seeking Council support to designate the Pittsburg Marina as a location on the San Francisco Bay Area Water Trail (Water Trail), a resource for non-motorized small watercraft users with potential to increase water-related recreation and economic development on the Pittsburg Waterfront.

FISCAL IMPACT

There is no fiscal impact associated with this item

RECOMMENDATION

Staff recommends that City Council provide support for the Pittsburg Marina's Designation as a location on the Trail.

BACKGROUND

The San Francisco Bay Area Water Trail is a collaborative effort by the Coastal Conservancy, the Association of Bay Area Governments, The SF Bay Conservation and Development Commission, and The CA State Parks Division of Boating and Waterways with the goal of educating boaters about safe boating, stewardship and the connectivity of more than 100 launching and landing sites around the 450 square-mile estuary known as San Francisco Bay Area. Designated locations along the Water Trail are displayed on all Water Trail resources including water-proof maps, online interactive maps, and posted stationary maps. Designations inform non-motorized small watercraft users about what amenities to expect along their journeys throughout the San Francisco Bay.

Through education of boaters, the Water Trail also fosters stewardship and economic development along the waterfront by reducing impacts to sensitive wildlife and habitats and promoting opportunities for single and multi-day excursions on the Bay.

With a Resolution of Support from the Pittsburg City Council, the Pittsburg Marina can be considered for designation at a Water Trail Implementation Meeting by the Water Trail's Project Management Team and Advisory Committee in July, 2018.

SUBCOMMITTEE FINDINGS

On May 2, 2018, staff received direction from the Community Advisory Commission (CAC) to survey 5-10 sites designated on the Trail map to determine if they perceive a difference in use and negative effects since their designation as allocation on the map. Pending positive feedback from the site surveys, the CAC offered support for this item.

STAFF ANALYSIS

The purpose of the Water Trail is to make recreational travel throughout the San Francisco Bay by non-motorized vessel safer and more accessible for all, as well as stimulate economic development and boater recreation in the area. This aligns with the City of Pittsburg's Tide Lands Use Plan and coincides with the City's installation of an ADA launch ramp for non-motorized vessels at the Pittsburg Marina. It is also consistent with City Council's 2017-2018 goals related to improving the quality of life for Pittsburg Residence.

Staff conducted cost benefit surveys for ten existing sites on the Water Trail map, including Albany Beach, the Antioch Marina, Baylands Sailing Station, Baywinds Park, the Berkeley Marina, Big Break, Downtown Suisun City, Eden Landing, McNears Beach, and Redwood City Municipal Marina. Most sites are unmonitored public launch sites, so only one could report an increase in usage by stand-up paddle boarders and kayakers (McNears Beach, Marin County). All sites however, reported that there was no perception of an increase in negative activity such as vandalism or nighttime activities.

ATTACHMENTS: Resolution
East Bay Water Trail Map

Report Prepared By: Sara Aliotti, Administrative Analyst II

SAFETY FIRST

San Francisco Bay is one of the world's busiest ports, influenced by tides, currents, and weather. Before you enjoy on the Water Trail, be aware of conditions, know how to boat responsibly, and be prepared for emergencies. These tips will help you stay safe but, above all, use good judgment.

KNOW BEFORE YOU GO - Bay conditions change rapidly. Review forecasted winds, tides, and currents, identify shipping lanes, mudflats, and other hazards. Find site specific info at **sfbaywatertrail.org**

LEARN FROM THE EXPERTS - Seek instruction and practice skills. Joining a club or talking to locals can be a great way to learn about site specific conditions.

WEAR PROPER GEAR - Always wear a Coast Guard approved personal flotation device. Wearing a wetsuit or other insulating clothing is important to prevent potential cold shock or hypothermia in the Bay's cold waters. Dress for the swim and practice rescue skills before you need them.

PACK AN EMERGENCY KIT - Have emergency equipment such as a VHF radio, flares, whistles, repair kits, and lights. Carry a waterproof map and compass. Bring drinking water and food.

SAFETY IN NUMBERS - Travel with a companion or group. Know how to communicate effectively and understand the skill levels of the whole group.

MAKE YOUR TRIP PLAN - Always notify someone you trust of your route and when you plan to return.

LABEL YOUR GEAR - Mark all equipment with your name and telephone number so the US Coast Guard can contact you if the gear is found adrift. This prevents unnecessarily searching for you if you are safely on shore.

EMERGENCY CONTACTS

VHF MARINE RADIO: Channel 16 for emergency and distress calls

MOBILE PHONES: Call 911 for water rescue

COAST GUARD SEARCH & RESCUE: 510-437-3700

COAST GUARD SAN FRANCISCO: 415-399-3579

MAJOR FUNDING PROVIDED BY

Coastal Conservancy

San Francisco Bay Restoration Authority ESTUARY PROJECT

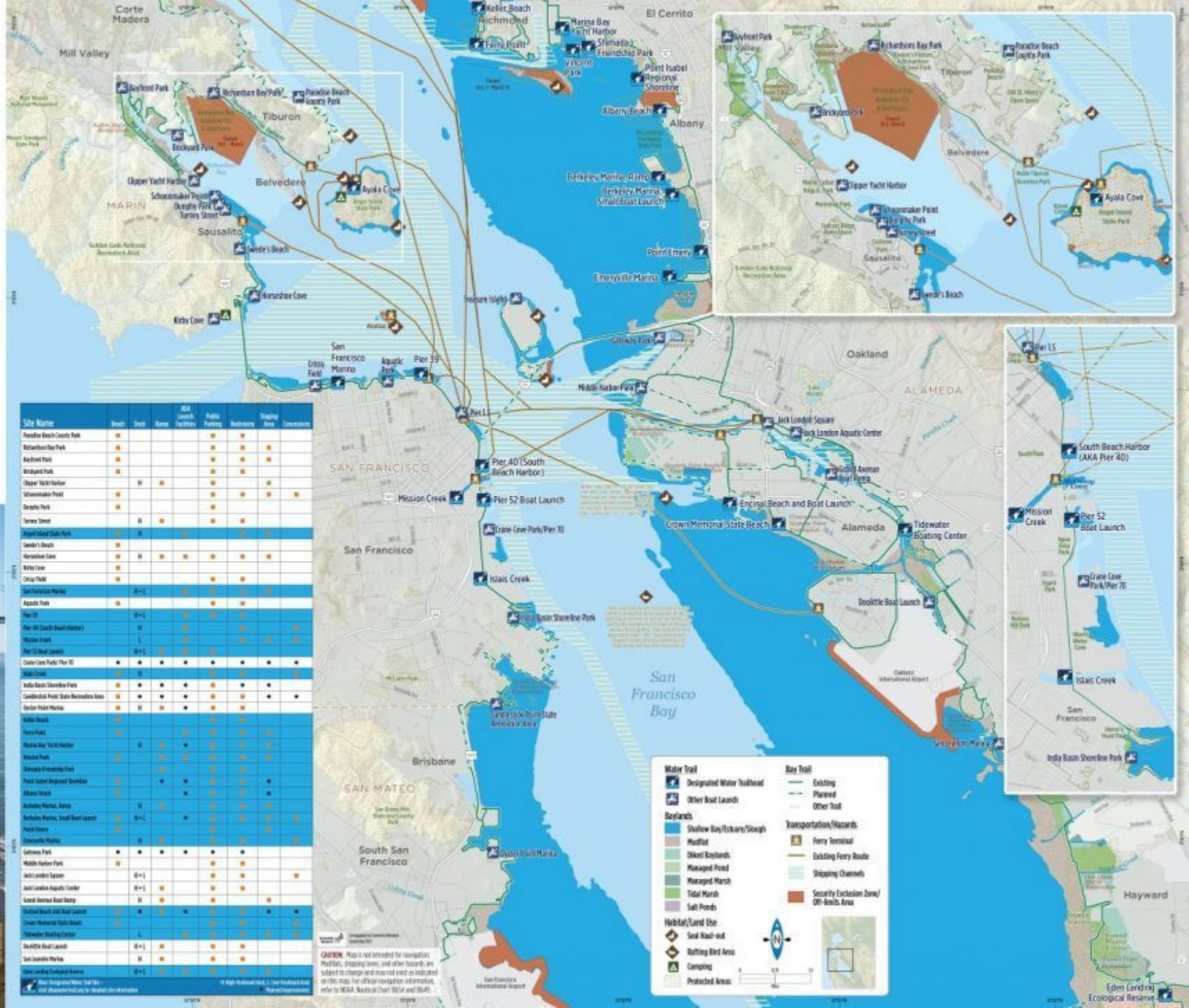
Napa Bay Watershed Association

PROJECT PARTNERS

Bay Area Water Trail Association

Metropolitan Transportation Commission

sfbaywatertrail.org • #sfbaywatertrail



Site Name	Beach	Dock	Ramp	ADA Launch Facilities	Public Parking	Restrooms	Staging Area	Concessions
Paradise Beach County Park	■				■	■		
Richardson Bay Park	■				■	■	■	
Bayfront Park	■				■	■	■	
Brickyard Park	■				■	■		
Clipper Yacht Harbor		H	■		■		■	
Schoonmaker Point	■				■	■	■	■
Dunphy Park	■				■			
Turney Street		H	■		■	■		
Angel Island State Park	■	H		■		■	■	
Swede's Beach	■							
Horseshoe Cove	■	H	■	■	■	■	■	
Kirby Cove	■							
Crissy Field	■				■	■		
San Francisco Marina		H+1		■	■	■	■	
Aquatic Park	■				■	■		
Pier 39		H+1		■	■	■		
Pier 40 (South Beach Harbor)		H		■		■		■
Mission Creek		L		■		■	■	■
Pier 52 Boat Launch		H+1	■	■	■			
Crane Cove Park/ Pier 70	●	●	●	●	●	●	●	●
Islais Creek	■	H			■	■		■
India Basin Shoreline Park	■	●	●	●	■	●	●	
Candlestick Point State Recreation Area	■	●	●	●	■	■	●	●
Oyster Point Marina	■	H	■	●	■	■		
Keller Beach	■				■	■		
Ferry Point	■			■	■	■	■	
Marina Bay Yacht Harbor		H	■	●	■	■	■	
Vincent Park	■		■		■	■	■	
Grenada Ferry Point			■		■	■		
Point Isabel Regional Shoreline	■		●	●	■	■	●	
Albany Beach	■			●	■	■	●	
Berkeley Marina, Ramp		H	■		■	■	■	
Berkeley Marina, Small Boat Launch	■	H+1		●	■	■	■	■
Point Emery	■				■		■	
Emeryville Marina		H	■		■	■		■
Gateway Park	●	●	●	●	●	●		
Middle Harbor Park	■				■	■		
Jack London Square		H+1			■	■		■
Jack London Aquatic Center		H+1	■		■	■		
Grand Avenue Boat Ramp		H	■		■		■	
Encinal Beach and Boat Launch	■	●	■	●	■	■	●	●
Crown Memorial State Beach	■			■	■	■		■
Tidewater Boating Center		L		■	■	■	■	■
Doolittle Boat Launch		H+1	■		■	■		
San Leandro Marina		H	■		■	■		
Eden Landing Ecological Reserve		H+1	■	■	■	■	■	

■ Other Designated Water Trail Site – Visit sfbaywatertrail.org for detailed site information

H High-Overhead Dock, L Low-Freeboard Dock

● Planned Improvements

BEFORE THE CITY COUNCILOF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution to Support)
The San Francisco Bay Area Water Trail) RESOLUTION NO. 18-

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

WHEREAS, the Water Trail is implemented under the leadership of the State Coastal Conservancy, working in close collaboration with the Association of Bay Area Governments, the San FranciscoBay Conservation and Development Commission, and the California State Parks Division of Boating and Waterways; and

WHEREAS, the Water Trail benefits the region by improving and increasing recreational access for non-motorized small boat use by persons of all abilities; and

WHEREAS,theWaterTrailfostersstewardshipoftheBayandreducesimpacts tosensitivewildlifeandhabitatthrougheducationofboaters;and

WHEREAS,theWaterTrailprovideseconomicbenefitstowaterfront andwater-oriented businesses by promoting opportunities for single and multi-day excursions on the Bay;and

WHEREAS, theCityofPittsburgishometomilesofBayshorelinealongthe New York Slough;and

WHEREAS, the City of Pittsburg manages a park and a Marina on the waterfront; and

WHEREAS, several downtown Pittsburg businesses are likely to benefit from the increased tourism andrecreationactivitiesstimulatedbythedevelopmentoftheBayAreaWaterTrail;and

WHEREAS, the City of Pittsburg recognizes the benefits of non-motorized small boatrecreationontheBayandwantstoencouragethisactivityaspartofaregionaltrail network.

NOW,THEREFORE,BE ITRESOLVEDTHATtheCityCouncileoftheCityof PittsburgherebyofficiallyendorsestheconceptoftheSanFranciscoBayAreaWater Trail.

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 this Resolution andofficially endorses the concept of the San

Francisco Bay Area Water Trail.

Section 3.
The City Manageris hereby authorized to execute any and all documents and take such further actions as may be necessary or appropriate to carry out the City Council's direction pursuant to this Resolution.

Section 4.
The City Clerk shall certify to the adoption of this Resolution.

Section 5.
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the4th day ofJune, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dwaine "Pete" Longmire, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

DATE: 5/22/2018

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 Pacific West Communities, Inc. for the Property Located at South Broadway Avenue (094-025-002)

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

The City of Pittsburg and Pacific West Communities, Inc., an Idaho corporation doing business in California as Idaho Pacific West Communities, Inc. (the "Buyer"), propose to enter into a purchase and sale agreement (the "Purchase Agreement") for the disposition of City property located at South Broadway Avenue (094-025-002) (the "Property").

FISCAL IMPACT

Buyer has made an offer of and agreed to pay Ten Thousand Dollars ($10,000) (the "Purchase Price") for the purchase of the 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 Property.

BACKGROUND

The Contra Costa County Department of Conservation and Development conducted a request for proposal process to identify a developer and project for its 7.6-acre site located within the County's unincorporated community of Bay Point, also known as Orbisonia Heights.

The Buyer is the developer selected by the County to construct a mixed-use project consisting of 325 affordable residential units and 40,000 square feet of commercial space,

known as Ambrose Village. Ambrose Village is bordered by Highway 4 to the north, Bailey Road to the west, West Leland Road to the south, and Ambrose Park to the east.

The City and Buyer have negotiated for the purchase and sale of the Property for Ten Thousand Dollars ($10,000).

SUBCOMMITTEE FINDINGS

Not Applicable

STAFF ANALYSIS

The Property is located on the northeast corner of West Leland Road and South Broadway Avenue; abutting Ambrose Village on the southeast corner of the project. The Property is approximately .49 acres. However, due to its location and topography, the developable area is approximately only 10% of the Property. Therefore, the Property has very little value to the City. By disposing of the Property, the City will receive a small one-time revenue but more importantly, the Property will now be privately maintained.

ATTACHMENTS: Resolution
Purchase and Sale Agreement

Report Prepared By: Maria M. Aliotti, Director of Community Services

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 Pacific West Communities, Inc. for the Property at South Broadway Avenue (095-025-002)	)	RESOLUTION NO. 18-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the Contra Costa County Department of Conservation and Development conducted a request for proposal process to identify a developer and project for its 7.6-acre site located within the County's unincorporated community of Bay Point, also known as Orbisonia Heights; and

WHEREAS, Pacific West Communities, Inc., an Idaho corporation doing business in California as Idaho Pacific West Communities, Inc. (the "Buyer") is the developer selected by the County to construct a mixed-use project consisting of 325 affordable residential units and 40,000 square feet of commercial space, known as Ambrose Village; and

WHEREAS, Ambrose Village is bordered by Highway 4 to the north, Bailey Road to the west, West Leland Road to the south, and Ambrose Park to the east; and

WHEREAS, the City of Pittsburg and the Buyer propose to enter into a purchase and sale agreement (the "Purchase Agreement") for the disposition of City property located at South Broadway Avenue (094-025-002) (the "Property"); and

WHEREAS, the Property is located on the northeast corner of West Leland Road and South Broadway Avenue; abutting Ambrose Village on the southeast corner of the project; and

WHEREAS, due to the Property's location and topography, the developable area is approximately only 10% of the Property. Therefore, the Property has very little value to the City. By disposing of the Property, the City will receive a small one-time revenue but more importantly, the Property will now be privately maintained; and

WHEREAS, the City and Buyer have negotiated for the purchase and sale of the Property for Ten Thousand Dollars ($10,000).

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 City Clerk shall certify to the adoption of this Resolution.

Section 5.
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of June 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, 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 June 5, 2018 (the "**Effective Date**"), by and between the City of Pittsburg, a California municipal corporation ("**Seller**") and Pacific West Communities, Inc., an Idaho corporation doing business in California as Idaho Pacific West Communities, Inc. ("**Buyer**"). Seller and Buyer are collectively referred to herein as the "**Parties**."

RECITALS

A. Seller is the owner of certain real property located at S. Broadway Avenue, known as APN No. 094-025-002 in the City of Pittsburg (the "**Property**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Buyer has agreed to pay Ten Thousand Dollars ($10,000) (the "**Purchase Price**") to Seller for the purchase of the Property

C. Buyer agrees to purchase the Property from the Seller and Seller agrees to sell the 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, Seller 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, Seller agrees to sell the Property to Buyer, and Buyer hereby agrees to acquire the Property from Seller.

2.2 Purchase Price. The purchase price for the Property to be paid by Buyer to Seller is Ten Thousand Dollars ($10,000). The Purchase Price will be paid in immediately available funds to Seller on the Closing Date (defined below) at the address of Seller as provided in Section 10.8 of this Agreement.

3. ESCROW.

3.1 Escrow Account. Buyer has opened or will open an escrow account (the "**Escrow**") maintained by Commonwealth Land Title Company (the "**Title**

Company"), 888 S. Figueroa Street, Suite 2100, Los Angeles 90017, Attn: Cheryl Greer (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 ten (10) business days after the Opening of Escrow, the Buyer shall deposit One Thousand Dollars ($1,000) 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 (a) below, Buyer shall deposit an additional One Thousand Dollars ($1,000) (the "**Additional Deposit**"). The Initial Deposit and Additional Deposit are collectively referred to herein as the "**Deposits**."

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 5.2 (a) below) and receive a refund of the Initial Deposit. Buyer hereby agrees to provide written notice to Seller 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 Seller 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 as defined in Section 3.5 below), 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. Notwithstanding the foregoing, 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. The Deposits will become non-refundable and will be released to the Seller upon failure to complete the sale by the mutually agreed Closing Date, unless extended.

3.5 Independent Consideration. As independent consideration for Seller's entering into this Agreement to sell the Property to Buyer, Buyer shall deliver the sum of Ten Dollars ($10.00) to Seller through Escrow ("**Independent Consideration**"). In the event that Buyer terminates this Agreement in accordance with Section 3.4 above, Seller shall retain the Independent Consideration; in the event that Buyer does not terminate this Agreement as aforesaid, the Independent Consideration shall be applied to the Purchase Price at Closing.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. Escrow Holder shall deliver a Preliminary Title Report for the Property (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 Property. If Buyer delivers the Approval Notice, Buyer agrees to take title to the Property 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 is located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Seller to provide certain disclosures regarding natural hazards affecting the Property. Seller agrees 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 thirty (30) days after the expiration of the Due Diligence Contingency Period ("**Closing Date**"). In the event the Closing has not occurred due to a delay beyond the Buyer's control, then Close of Escrow may be extended up to an additional thirty (30) days (the "**Extension Period**") at the sole discretion of the City Manager of the Seller. If Close of Escrow has not occurred by the end of the Extension Period, Seller or Buyer may elect to terminate this Agreement and the Deposits will be released to the Seller.

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 the Effective Date (the "**Due Diligence Contingency Period"**) to review and either approve or disapprove, in Buyer's sole and absolute discretion, the economic viability of the purchase of the Property for Buyer's intended use and all matters related thereto, including but not limited to physical inspections and to conduct any studies or evaluations of the Property. Seller 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 Seller has in its possession not later than two (2) business days following the execution and delivery of this Agreement. All physical inspections must be coordinated with Seller's representative. Buyer hereby agrees to indemnify and hold Seller harmless for any damage to the Property caused (but not merely revealed) by Buyer's inspections.

(b) Seller has performed all obligations to be performed by Seller pursuant to this Agreement.

(c) Seller's 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 Seller's Conditions to Closing. The Close of Escrow and Seller's obligation to sell and convey the Property to Buyer are subject to the satisfaction of the following conditions or Seller's written waiver (in Seller's 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. Seller will deliver marketable fee simple title to Buyer at the Closing, subject only to the Permitted Exceptions. The Property will be conveyed by Seller to Buyer in an "as is" condition, with no warranty, express or implied, by Seller 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 Seller from disclosure of any such conditions of which Seller has actual knowledge.

5.5 Deliveries at Closing.

(a) Deliveries by Seller. Seller shall deposit into the Escrow for delivery to Buyer at Closing: (i) a grant deed; (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; (iv) a statement with the actual costs of Maintenance Expenses; (v) such resolutions, authorizations, or other documents or agreements relating to Seller as shall be reasonably required by Title Company, and (vi) all other documents required by this Agreement to complete the Closing.

(b) Deliveries by Buyer. Buyer shall deposit into the Escrow at Closing immediately available funds in the amount, which together with the Independent Consideration and the Deposit 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; (iv) such resolutions, authorizations, or other documents or agreements relating to Buyer as shall be reasonably required by Title Company, and (v) all other documents required by this Agreement to complete the Closing.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the grant deed; (ii) disburse to Seller the Purchase Price, less Seller's share of any escrow fees, costs and expenses; (iii) deliver to Buyer the Non-Foreign Affidavit, the California Certificate and the original recorded grant deed; (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 Seller 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 Property to Buyer, regardless of when or to whom notice thereof is delivered; (ii) any bond or assessment that constitutes a lien on the Property 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. Seller does not pay property taxes.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller 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 Seller's actual knowledge any such statement becomes untrue prior to Closing, Seller 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 6.2 will apply.

(a) Authority. Seller is a public agency, lawfully formed, in existence and in good standing under the laws of the State of California. Seller 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 Seller, and upon delivery to and execution by Buyer is a valid and binding agreement of Seller.

(b) Encumbrances. Seller has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the 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 Property, except as disclosed in the Preliminary Report. Seller 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 Property except those which have been disclosed by Seller. There are no agreements which will be binding on the Buyer or the Property after the Close of Escrow, which cannot be terminated on thirty (30) days prior written notice.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller 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 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 Seller that the statements below in this Section 6.2 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 Seller in writing and Seller shall have at least three (3) business days thereafter to determine if Seller wishes to proceed with Closing.

(a) Buyer is an Idaho corporation doing business in California as Idaho Pacific West Communities, Inc. 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 Seller 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 Seller's obligation to proceed with the Closing hereunder.

7. REMEDIES In the event of a breach or default under this Agreement by Seller, if such breach or default occurs prior to Close of Escrow, Buyer reserves the right to either (a) seek specific performance from Seller 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 Seller is able to perform; or (iii) to terminate this Agreement upon written notice to Seller, whereupon Seller 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, SELLER'S 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 SELLER'S 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 Seller's Initials

8. BROKERS. Seller represents that no real estate broker has been retained by Seller in the sale of the Property or the negotiation of this Agreement. Buyer represents that no real estate broker has been retained by Buyer in the procurement of the Property or negotiation of this Agreement. Buyer shall indemnify, hold harmless and defend Seller 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 Seller nor Buyer may assign its rights or delegate its duties under this Agreement without the express written consent of the other, 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: Pacific West Communities Inc.
430 E. State Street, Suite 100
Idaho, CA 83616

To Seller: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Manager

To Escrow Holder: Common Land Title Company
888 S. Figueroa Street, Ste 2100
Los Angeles, CA 90017
Attn: Cheryl Greer

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 Seller approval, consent, extension or waiver, the written approval, consent, or waiver of the Seller's Executive Director or his or her. designee(s) shall constitute the approval, consent, extension or waiver of the Seller, without further authorization required from the Seller's Board. The Seller hereby authorizes the Agency's Executive Director 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 Seller's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the Seller.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement is executed by Buyer and Seller as of the Effective Date.

Seller:

City of Pittsburg

By: _____
Joe Sbranti
City Manager

Attest:

_____
Alice E. Evenson, City Clerk

Reviewed as to Form:

_____
Ruthann Ziegler, City Attorney

Buyer:

Pacific West Communities, Inc.

By: _____
Name: Caleb Roope
Its: President and Chie Executive Officer

<u>EXHIBIT A</u>
LEGAL DESCRIPTION

S Broadway Ave

A certain parcel of land situated in the City of Pittsburg, County of Contra Costa, State of California and more particularly described as follows:

Lot 51, lot 52, and a portion of lot 53 in Block 4 of Pittsburg Terrace Unit No. 1, as filed in Book 21 of Maps at Page 604, on November 5, 1930, in the Office of the Recorder, County of Contra Costa, State of California.

Assessor's Parcel No. 094-025-002

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

DATE: 5/22/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve the Engineer's Report and Declare the City Council's Intent to Order Improvements in Landscaping and Lighting Assessment District 1988-01, Citywide (Pursuant to the Landscaping and Lighting Act of 1972) for FY 2018-19

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

Pursuant to state statutes governing the renewal of assessment districts, the City Council is being asked to adopt the resolution approving the Engineer's Report for Landscaping and Lighting Maintenance Assessment District 1988-01("88-01 District"), Citywide (Fiscal Year 2018-19) and to set July 16, 2018, as the public hearing for this matter.

FISCAL IMPACT

The District will collect $3,031,147.18 in assessments this year. This amount includes a school district subsidy of $59,842.98, City of Pittsburg assessment of $64,406.92, Housing Authority Assessments of $3,841.64 and State Board of Equalization of $5,146. A fund balance of $86,411 is expected to be carried over from FY 2017-18, for the 88-01, Citywide Landscaping and Lighting District. The Public Works Department estimates that the City will expend $3,996,372.00 during Fiscal Year 2018-19 in managing the District. This will result in a total General Fund fiscal year 2018-19 impact of $891,851.36 which is comprised of $133,237.54 subsidy payment, $32,972.82 in general benefit payment plus $725,641.00 needed to close the gap between the cost of maintaining the District and the total of assessments collected. The budgeted cost to manage the District this year also includes use of $105,000 in Measure J funds (previously Measure C) for concrete repairs within the District and other reimbursements and interest of $15,200. Without the District, the General Fund would be responsible for the entire amount.

RECOMMENDATION

City Council adopt a resolution approving the Engineer's Report, declaring the Council's intent to levy assessments for FY 2018-19, and setting the public hearing date as July 16, 2018, for this matter.

BACKGROUND

On June 6, 1988, the City Council confirmed the Engineer's Report, ordered improvements and levied the first annual assessment for 88-01 District, Citywide. Since then, the funds collected annually by this district go to support the City's landscaping and lighting operations citywide.

On May 7, 2018, the City Council approved Resolution 18-13469, directing the Engineer of Work, Francis P. McKinley, to file an annual report for Fiscal Year 2018-19 in accordance with the Landscaping and Lighting Act of 1972. That report has been prepared and is on file in the Office of the City Clerk.

Services provided by District 88-01 include:

Park Maintenance, Including Park Related Structures (restrooms, park facilities);
Street Median and Right-of-Way Landscaping Maintenance;
Street Tree Maintenance;
Sidewalk Repair Related to Street Tree Damage Only; and
Street Light Energy, Maintenance and Replacement Costs.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

Landscaping and Lighting Assessment District 1988-01 has been in existence for thirty-one years, and the funds collected are necessary for the City to maintain its current level of street lighting and landscaping throughout the city. The Public Works Department has implemented maintenance level reductions in the past by eliminating feature planting bed areas, reducing water usage by using recycled water and implementing a Central Irrigation Control System. Public Works has also reduced maintenance costs by reducing part-time labor and using additional custody alternative and community service workers, eliminating street name sign lighting at major intersections, and the use of LED's for City street lights to reduce PG&E costs. These strategies have been effective in controlling costs and preventing large increases in the General Fund subsidy even with the additional responsibilities of Ray Giacomelli Community Park. Without the 88-01 District, the General Fund would be responsible for the entire amount.

State statutes mandate the annual renewal procedures for District 88-01. This is the second step of that process wherein the Council is asked to consider and approve the Engineer's Report and to set a public hearing for this matter on July 16, 2018.

ATTACHMENTS: Resolution
88-01 District Engineer's Report

Report Prepared By: SM Saklaen, Civil Engineer I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Approving the Engineer's Report and Declaring the City Council's Intent to Order Improvements in Landscaping and Lighting Assessment District 1988-01, Citywide (Pursuant to the Landscaping and Lighting Act of 1972) for Fiscal Year 2018-19	)	Resolution 18-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, on May 7, 2018, the City Council approved Resolution 18-13469 directing the Engineer of Work, Francis P. McKinley, to file an Annual Report for Fiscal Year 2018-19 for Landscaping and Lighting Assessment District 1988-01, Citywide; and

WHEREAS, the Engineer of Work has filed with the City Clerk the report required by the Landscaping and Lighting Act of 1972; and

WHEREAS, all interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district and the proposed assessments upon assessable lots and parcels of land within the district.

NOW, THEREFORE, the City Council of the City of Pittsburg resolves as follows:

Section 1. The Engineer's Report, filed with the City Clerk by the Engineer of Work on June 1, 2018, is approved.

Section 2. The City Council intends to levy and collect assessments within Assessment District 1988-01 during Fiscal Year 2018-19. The area of land to be assessed is located in the City of Pittsburg, County of Contra Costa, State of California.

Section 3. The improvements to be made in this assessment district are generally described as follows:

a. The installation of landscaping, public lighting and park or recreational facilities;
b. Facilities appurtenant to or necessary or convenient for the maintenance or servicing of landscaping, public lighting and park or recreation improvements; and
c. Maintenance or servicing of the facilities described above.

Section 4. In accordance with this Council's Resolution 18-13469 directing the filing of an Annual Report, the Engineer of Work has filed with the City Clerk the report required by the Landscaping and Lighting Act of 1972. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district and the proposed assessments upon assessable lots and parcels of land within the assessment district.

Section 5. On Monday, July 16, 2018, at 7 p.m., the City Council will conduct a public hearing on the matter of the levy of the proposed annual assessments. The hearing will be held at the meeting place of the City Council located in City Hall, 65 Civic Avenue, Pittsburg, California.

Section 6. The City Clerk shall give the notice of hearing by causing this resolution to be published, pursuant to Section 22553 of the Streets and Highways Code.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Dwaine "Pete" Longmire, Mayor

Attest:

_____
Alice E. Evenson, City Clerk

City of Pittsburg
Contra Costa County, California

ENGINEER'S REPORT

CITY OF PITTSBURG LANDSCAPING & LIGHTING ASSESSMENT DISTRICT 1988-01

FISCAL YEAR 2018-19

June 1, 2018

Prepared By:

Francis P. McKinley
City Engineer
City of Pittsburg, California

EXHIBIT "A"

Landscaping & Lighting Assessment District 1988-01

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CITY OF PITTSBURG

CITYWIDE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT 1988-01

FISCAL YEAR 2018-19

The undersigned respectfully submits the enclosed Engineer's Report as directed by the City of Pittsburg.

Dated:_____ By_____

Francis P. McKinley, PE
RCE No. C59574

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached, was filed with me on the _____day of _____,

Alice E. Evenson, City Clerk
City of Pittsburg
Contra Costa County, California

By_____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Pittsburg, Contra Costa County, on the _____ day of _____ 2018.

Alice E. Evenson, City Clerk
City of Pittsburg
Contra Costa County, California

By_____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was filed with the County Auditor of the County of Contra Costa, on the _____ day of _____ 2018.

By_____

Francis P. McKinley, Community Development
Director/City Engineer

SECTION I: INTRODUCTION

In June 1988, the City Council confirmed the Engineer's Report, ordered improvements and levying the first annual assessment for Landscaping and Lighting District 1988-01. The assessment was originally set at $69.24 per benefit factor, increased to $77.18 per benefit factor in FY 1990-01, and was affirmed by voters in the 1996 General Election.

This report is for Fiscal Year 2018-19, the thirty-first fiscal year of the District's operation. For each parcel of land in the District, the report recommends assessments, which, when combined with a contribution from the general fund, are sufficient to fund the projected FY 2018-19 budget for operation, maintenance, servicing, replacement and installation of District improvements.

The Citywide Landscaping and Lighting Assessment District 1988-01 includes all of the incorporated City of Pittsburg, except Oak Hills Landscaping and Lighting Assessment District 1988-02 (located along West Leland Road and Bailey Road). The assessment diagram depicting the boundaries of District 1988-01 is on file in the Office of the City Clerk of the City of Pittsburg, and is incorporated herein.

For FY 2007-08 and all years thereafter, the City increased the assessment for a residential land use, (City category codes 01, 21, 22, 23, 24, 25 and 29), for a total assessment of $102.18 per benefit factor. All other parcels including commercial, institutional, industrial, churches and non-profit will continue to pay the current assessment of $77.18 per benefit factor. In accordance with Proposition 218, the City conducted a mailed ballot election for the assessment increase.

SECTION II: ENGINEER'S REPORT

PREPARED PUIRSUANT TO THE PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

LANDSCAPING AND LIGHTING DISTRICT 1988-01
FY 2018-19

This Preliminary Engineer's Report for the Pittsburg Landscaping and Lighting Assessment District 1988-01 is submitted, pursuant to Resolution 16-13181 of the Pittsburg City Council and under the provisions of the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500). I, Francis P. McKinley, the duly appointed Engineer of Work, Assessment Engineer for the Citywide Landscaping and Lighting District 1988-01, submit the following Report consisting of Section I and Section II consisting of the following five (5) parts:

PART A: DESCRIPTION OF IMPROVEMENTS

This part describes the improvements in the District. For a more detailed description of the improvements, refer to the listing of improvements incorporated within this report.

PART B: ESTIMATE OF COST AND REVENUE

This part contains an estimate of the costs to maintain the assets of the District that are supported by the assessment revenues proposed for FY 2018-19. The estimate of cost and revenue are on file in the Office of the City Clerk of the City of Pittsburg and are incorporated herein.

PART C: METHOD OF APPORTIONMENT OF ASSESSMENT

This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefit to be received.

PART D: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, and the boundaries of Landscaping and Lighting District 1988-02 which is also located within the 1988-01 District boundaries. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Contra Costa for the fiscal year when this Report was prepared.

PART E: PROPERTY OWNER LIST & ASSESSMENT ROLL

This part contains a list of the Assessor Parcel numbers of Contra Costa County, and the net amount to be assessed upon the benefited lands within the District for FY 2018-19. The Assessment Roll is filed in the Office of the Pittsburg City Clerk and incorporated in this Report by reference. The list is keyed to the records of the Contra Costa Assessor Parcel Map Numbers.

PART A: DESCRIPTION OF IMPROVEMENTS

The Pittsburg Landscaping and Lighting Assessment District 1988-01 provides for the levy and collection of assessments to pay for maintenance of parks, street trees and the landscaping along public rights-of-way, in street median islands and around public buildings, in neighborhood and community parks, as well as sidewalk repair related to street tree damage and maintenance and utility bills. Other incidental costs included in District operations are the cost of preparation of the report, cost payable to the County for collection of assessments, cost for compensation of any engineer or attorney employed to render services and any cost associated with any elections held for the approval of a new or increased assessment.

Street Lights

The street lighting system includes all street lights within the public right-of-way, easement, and public parks. There are a total of 4,283 street lights of which 1973 are City owned and 2,232 are PG & E owned within the 1988-01 Citywide Landscaping and Lighting District.

Street Trees

Maintenance of all street trees located within the public right-of-way or a street tree maintenance easement.

Concrete

Replacement of sidewalks damaged by street trees and/or sidewalks adjacent to city owned property.

Landscaping

Maintenance and servicing of public parks and facilities, medians, right-of-ways and feature planning areas which are located within the District and described in Tables 1, 2, 3, and 4 of this Report. Improvements include but are not limited to trimming, pruning, weeding, fertilizing, irrigation, trash removal, sprinkler repair, plant replacement and other necessary maintenance programs.

Table 1 Parks & Facilities	
Marina Center; 340 Marina Blvd	**Riverview Park**; 2 River Park Drive
City Hall; 65 Civic Avenue	**Marina Walk Park;** 200 West 7th St
Santa Fe Linear Park; Columbia to Harbor Street	**Riverview Park** 4 River Park Drive
Central Harbor; Pittsburg Marina	**Community Youth Center;** 60 Civic Ave
Mariner Walk Park-Herb White Way	**De Anza Park**; Trident Drive
City Park; Civic and Railroad Avenues	**Environmental Center**; 2581 Harbor Street
Small World Park; 2581 Harbor Street	**California Seasons Park**; 1951 Seasons Way
Highlands Ranch Park: Rangewood Drive	**Stoneman Park North**; 790 West Leland Road
Sr. Citizens' Center; 300 Presidio Ln	**Americana Park**; 110 Salinas Ct
Stoneman Park South (undeveloped); 2255 John Henry Johnson Parkway	**Hillsdale Park**; 2240 Daffodil Drive
Woodland Hills Park; 315 Alta Vista	**Buchanan Park**; 4150 Harbor Street
Highlands Park; 4215 St. Paul Circle	**Central Park/POSCO**; East of Columbia Street @ Central Avenue
East Bay M.U.D. Trail; EBMUD R/W Railroad Ave to East City Limits	**Village At New York Landing**; 240 Pebble Beach Loop
Stoneman Trailhead; John Henry Johnson Parkway	**Harbor Street Trailhead**; Harbor Street @ EBMUD Right-of-Way
Oakhills Park; Southwood and Woodhill Drives	**Heritage Plaza;** 120 East 4th Street
City Hall (North); 65 Civic Avenue	**John Buckley Square**; Railroad Ave/5th Street/6th Street & Black Diamond St.
8th Street Linear Park; Harbor to Herb White Way	**San Marco Park;** West Leland Road
Columbia Street Linear Park; Pitts-burg/ Antioch Highway to Central Ave	

Table 2 Medians	
East Third Street; Marina Boulevard to East Street	**Marina Boulevard**; Bayside Drive to East Third Street
Harbor Street; East Third Street To Stoneman Avenue	**Power Avenue**; Andrew Avenue to West Catamaran Circle
Civic Avenue; Davi Street to Railroad Avenue	**Railroad Avenue**; East Fifth Street to South City Limits
Range Road; Willow Pass Road to Southerly Terminus	**East Leland Road**; Railroad Avenue to Century Boulevard
Century Boulevard; East Leland Road to Somersville Road	**Loveridge Road**; Buchanan Road to State Route 4
Gladstone Drive; Loveridge Road To Arlington Circle	**Meadowbrook Avenue**; Stoneman Avenue to Fallenleaf Way
Ventura Drive; At Buchanan Road	**McFaul Drive**; At Buchanan Road
McDermott Avenue; At Buchanan Road	**Suzanne Drive**; At Buchanan Road
Santa Anna Drive; At Buchanan Road	**Inverness Drive**; At Buchanan Road
Campbell Drive; At Buchanan Road	**Railroad Avenue**; At Buchanan Road
West Buchanan Road; Railroad Avenue to Crestview Drive	**Bailey Road**; West Leland Road to State Route 4
Capitola Place; Capitola Drive to Cumberland Street	**Loveridge Road**; North of Hwy 4
Ventura Drive; S/O Buchanan Rd	**San Marco Blvd;** Highway 4 to South Terminus
Meadows Avenue; S/O Buchanan Rd	**West Leland Road Extension-**Southwood Drive to San Marco Blvd.
West Tenth Street: Railroad Avenue to Beacon Street	

Table 3 Rights-of-Way	
George Lowy Marina	**Central Waterfront Basin III**
East Third Street; Marina Boulevard To East Street Tree Wells	**Historical District** (Railroad Ave); East Eighth to East Third Streets
Marina Boulevard (South Side); Bayside Drive to West Street	**Marina Boulevard**; At East Fifth Street (Lapori Building Parking Lot)
PG&E Berm (West Side); Perimeter of Bayside Knolls	**Bayside Drive** (West Side); Marina Boulevard to River Park Drive
East Sixth Street; At Railroad Avenue Parking Lot	**East Third Street**; @ Marina Boulevard Parking Lot
Harbor Street; East Side Between School Street and Army Street	**Harbor Street**; East Santa Fe Avenue to East Third Street
Central Harbor Parkway; Launch Ramp and Parking Lot	**Willow Pass Road**; Dory Road to West City Limits
Railroad Avenue; California Avenue to East Tenth Street	**Polaris Drive**; East Catamaran Circle to Trident Drive
Power Avenue (North Side); At River Run Subdivision	**Range Road**; Willow Pass Road to Southerly Terminus
East Catamaran Circle (East Side)	**Frontage Road**; Burton Avenue to Dover Way
Range Road; Northerly Terminus to West Leland Road	**Railroad Avenue** (West Side); Frontage Road to Alvarado Avenue
West Leland Road; Burton Avenue to San Marco Blvd.	**East Leland Road;** (South Side) At Leland Court and At Stoneridge Drive
East Leland Road; (North Side) At Freed Circle	**Buchanan Road** (North Side); Harbor Street to Ventura Drive
Loveridge Road; Stoneman Avenue to Ventura Drive	**Buchanan Road** (South Side); Quercas Lane to East City Limits
Stoneman Avenue; At Harbor Street	**Cumberland Street**; E 3rd to E 8th St
E. Eighth St; Harbor to Cumberland Sts	**Railroad Ave**; N/E Corner of E 17th St
Capitola Pl; Capitola Dr to Cumberland	**Willow Avenue @ Bailey Road**
California Ave; East of Loveridge Road	**Ventura Drive**; @ Buchanan Road
Railroad Ave & Buchanan Rd; N/W Corner	**West 8th St**; Mitigation Project @ Herb White Way
Pittsburg-Antioch Hwy; Mitigation Project @ Kirker Creek	**California Ave**; East of Loveridge Road
North Parkside Drive; @ Cannery Ave	**San Marco Blvd**; S/O Highway 4
Railroad Avenue (East Side) California Avenue to Victory Avenue	**Alves Ranch Road;** south of West Leland Road

Table 4 Feature Planting Bed Areas	
Fisherman Monument; East Third Street At Railroad Avenue	**Raised Planter Beds**; Railroad Avenue at East Third Street
City Hall Planter Beds; 65 Civic Avenue	**Fishing Boat Monument**; Marina Boulevard at East Third Street
Small World Park Entry Sign; Harbor Street	**Leland Road and Railroad Avenue**; All Corners
Buchanan Park Entrance; Harbor Street	**Buchanan Park Sign and Planter**; Harbor Street
East Leland Road; Easterly City Limits	**Veterans & Stoneman Memorial**; Small World Park (Harbor Street)
City Park Entrance Sign; Railroad Ave	**City Park Memorial**; Railroad Avenue
Small World Park Feature Areas; Pond, Railroad Track & Circular Beds	**Marina District Sign**; East Eighth Street and Railroad Avenue
Plaza Fountain; East Fifth Street @ Black Diamond Street	**Muniz Plaza**; West Side Railroad Ave Between E. Third & E. Fourth Streets
Marina Boulevard; At E. Fourth Street	**Marina Center**; 340 Marina Boulevard
Harbor Street; At Presidio Lane	**Pelican Loop Entry;** @ Marina Blvd
Harbor Street Trailhead;	**Railroad Avenue**; at Seventeenth Street
East Leland Road; @ Easterly City Limit	**Railroad Ave @ East Fifth St**; Steel Worker Statue
Meadows Avenue; S/O Buchanan Rd	**Oakhills South Entry Monument;** Woodhill Drive
San Marco Blvd; S/O Highway 4	**Oakhills Unit 5;** Oakpoint Drive
Railroad Avenue; At Alvarado Avenue	

PART B ESTIMATE OF COST

A. Projected Revenue and Expense FY 2017-18

Fund Balance, July 1, 2017		$53,488
Assessment Posted to Roll	$2,891,696	
Less Refunds	0	
Other Revenue	$19,531	
Projected General Fund Contribution	$1,097,616	
Projected Measure C	$105,000	
Projected Expense July 2017-June 2018	less ($4,065,220)	
Collection Cost July 2017-June 2018	less ($15,700	
Projected Fund Balance, June 30, 2018		$86,411
Less Set Aside Reserves of		

B. Estimate of Cost FY 2018-19

Street Light Operation & Maintenance		
Energy	$ 366,000.00	
Reserve for New Lights	-0-	
Rate Increases	-0-	
Repair & Equipment Maintenance	$ 445,262.00	
Total Street Light O & M		$ 811,262.00
Landscaping Operation & Maintenance		
Maintenance, Repair, Materials, Supplies, Water Contracts, Etc. for Parks and Facilities	$ 1,750,977	
Maintenance, Repair, Materials, Supplies, Water Contracts, Etc. for Medians & Rights-of-Way	$ 583,659	
Contingency for Maintenance, Repair & Replacement of Vehicles and Equipment	$ 215,697	
Total Landscaping O & M		$ 2,550,333
Street Trees & Concrete Repair		
Maintenance & Replacement of Trees & Equipment	$ 497,366	
Concrete Repair	$ 60,378	
Total Repair & Replacement		$ 557,744
Administration		$ 77,033
TOTAL COSTS		$ 3,996,372
LESS OTHER REIMBURSEMENTS		($15,200)
LESS FUND BALANCE (as of June 30, 2018)		($86,411)
LESS ESTIMATED GENERAL FUND CONTRIBUTIONS		($725,641)
LESS MEASURE C FUNDS		($105,000)
LESS GENERAL BENEFIT		($32,972.82)
NET COST AND TOTAL AMOUNT TO BE ASSESSED (1)		**$3,031147.18**

(1) This amount includes the General Fund subsidy for Public School Parcels ($59,842.98), General Fund contributions for City assessments ($64,406.92), General Fund subsidy and General Fund contributions for the Housing Authority assessments ($3,841.64) State Board of Equalization/Post Office Properties $5,146).

TABLE 5. TOTAL ASSESSMENTS BY LAND USE CATEGORY

Category Code	Land Use Category (From Table 1)	Parcel Count	Benefit Factors	Assessment
01	Single Family Residential	16,369	16,369.00	$1,672,584.42
21	2 Units, Residential	284	422.59	$43,179.36
22	3 Units, Residential	17	37.06	$3,786.60
23	4 Units, Residential	68	199.27	$20,361.92
24	Combo With More Than 1 Residence	17	39.95	$4,082.00
25	Multi-Family, 5 or More Residences	50	2,691.23	$274,989.72
29	Condos, Co-ops, Clusters	397	297.75	$30,426.08
	Total Residential	**17,202**	**20,056.84**	**$2,049,410.10**
25/60	Multi-Family/Commercial	2	126.15	$12,890.02
	Total Mixed Use	**2**	**126.15**	**$12,890.02**
39	Vacant Commercial & Institutional	76	799.98	$61,743.18
50	Developed Industrial	158	4,170.99	$321,917.98
59	Vacant Industrial	63	955.50	$73,746.06
60	Developed Commercial & Institutional	378	6,034.58	$465,750.92
71	Churches	54	216.00	$16,670.90
85	Parking Lots	48	339.98	$26,239.54
90	Non-Profit Organizations	9	36.00	$2,778.48
	Total Commercial, Institutional, Industrial, Churches, Parking Lots and Non-Profit	**786**	**12,553.04**	**$968,847.06**
	Totals	**17,990**	**32,736.03**	**$3,031,147.18**

PART C-METHOD OF APPORTIONMENT OF ASSESSMENT

1. CALCULATION OF ASSESSMENT AND ASSESSMENT OF NEW PARCELS

The City Engineer has proposed/developed an equitable method for distributing the costs of maintaining the City lighting, landscaping and parks. That method:

1. Determines the relative benefit received by each parcel based on type and intensity of land use;
2. Derives a numerical expression to determine the special benefit (benefit factor);
3. Determines the costs for maintenance of the District improvements;
4. Derives an **actual** cost per unit of benefit (unit cost) by dividing the total estimated costs (based on actual maintenance costs) to cover all District cost by the total benefit factors; and
5. Derives an **applied** assessment for each parcel based on an assessment per benefit factor of $102.18 for residential parcels and $77.18 for commercial, institutional, churches, parking lots and non-profit parcels.
6. Analyzes the actual costs per unit benefit for each parcel and the applied assessment for each parcel and calculates a City General Fund subsidy for all uses between actual District costs and applied assessment.

The assessment method asserts that: 1) all assessable parcels in the District benefit from the improvements because they are similarly distributed throughout the district; 2) the benefit for each property varies according to the use of the property and the intensity of that use, and for a given intensity of use, similar land uses will derive similar benefits; 3) the subsidy currently provided by the City is based on the actual maintenance cost to the District; 4) the subsidy currently provided to both residential and non-residential property is consistent with the goals of the community and City Council by offering a larger subsidy to commercial and industrial uses to increase economic development and generate and/or maintain jobs in the City; 5) The general benefit for the public at large is far less than the amount the City is currently contributing.

Newly developed areas within Citywide Landscaping and Lighting District 1988-01 will be assessed if a final map has been recorded and the parcel has been created by the date established by the County Assessor's Office for inclusion on the Assessment Roll. Vacant residential parcels are currently not assessed; therefore, an assessment will be levied once a structure is declared final by the Engineering Department, Building Division.

The establishment of the LLAD and its assessment methodology occurred prior to passage of Proposition 218. The provisions of Proposition 218 require that all parcels, including those that are owned by any agency (local, state or federal) that benefit from the improvements within the District cannot be exempt from assessments "*unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*" Proposition 218 also requires that all existing, new or increased assessments shall comply with the provisions of Proposition 218. Therefore, as a result, the following changes are proposed to make the assessments consistent, current and in conformance with state law.

1. Assessment of Public Parcels

The City has however, committed to subsidize 100% of the assessments to be levied on public school parcels in the City of Pittsburg. The subsidy for the public school parcel assessment is $59,842.98. In addition, the General Fund will also pay the City assessments, which totals $64,406.92, Housing Authority assessments totaling $3,841.64. This public parcel list included in the Lighting and Landscaping District 88-01includes but is not limited to the following agencies; City of Pittsburg, Contra Costa County, EBMUD, Contra Costa County Fire Protection District, BART, and the State of California.

2. GENERAL BENEFIT STREET LIGHTING AND PARK MAINTENANCE AND OPERATIONS

The City may only assess property owners for that portion of the costs which provide a special and direct benefit to the properties located within the boundaries of the District. General benefits are not assessable and the City must fund that portion of the improvements which provides a general benefit to the public at large with some other funding source, such as the general fund. The 1972 Act does not specify a formula or method to use when determining the amount of general versus special benefit. The Engineer of Work is responsible for conducting the general versus special benefit analysis and then making a recommendation to the City Council, which makes the final determination. The general benefit analysis is summarized below.

Street Lighting

The City recognizes that a portion of the maintenance, operation and servicing of the City's street lights on arterial streets that are funded by the District provides a general benefit to the public at large. Therefore, the City contribution to the District for any general benefits incurred by the maintenance, operation and services on arterial roadways is estimated to be 3% of the operation and maintenance cost. This estimate was derived by determining the percentage of arterial roadway included in the district and multiplying that by the percent benefit assumed for traffic operations. This amount totals $24,337.86 for this FY 2018-19

Park Maintenance

The District provides operation and maintenance for approximately 250 acres of City owned neighborhood and community parks, open space and recreation facilities. For the purpose of calculating general benefit, it was assumed that casual park use by non-residents (park users not participating in a scheduled program) is de minimus because of the local nature of park use and the condition and popularity of parks in adjacent communities. Therefore, the general benefit derived for park and facility operation and maintenance is based solely on programs currently offered by the Pittsburg Recreation Department. It was estimated that 24% of the park area and facilities in the District have recreation programs offered. Based on data sampled, 15% of the participants registered for these programs for this year are non-residents. Lastly, it was estimated that 14% of the yearly daylight hours are being used by recreation programs offered by the Recreation

Department. Therefore, the estimated general benefit for operation and maintenance for parks and facilities is .5%. This amount totals $8634.95 for FY 2018-19. For FY 18-19 the general benefit is less than 1% of the total cost to maintain the District. This amount totals $32,972.82 and will be paid out of the General Fund. It is anticipated that the general benefit will remain consistent each fiscal year and will be reassessed in 4 years to determine if any significant changes in estimates exist.

TABLE 6 LAND USE CATEGORIES

Category Code*	Land Use Category Description
00	Non-assessable Parcels Including: Undeveloped Residential Parcels, Non-buildable Parcels, District Open space, Parks, Playgrounds, etc.
01	Single Family Residential
21	Two Units, Residential
22	Three Units, Residential
23	Four Units, Residential
24	Combinations With More Than One Residence
25	Multi-Family Residential, Five or More Units
29	Condo, Co-Op, Cluster, P.U.D. Attached
39	Vacant Commercial and Institutional
50	Developed Industrial
59	Vacant Industrial
60	Developed Commercial and Institutional
71	Churches
85	Parking Lots
90	Nonprofit Organizations

*Category Codes Were Created for the Purpose of this Assessment District.

CONTRA COSTA COUNTY USE CODES

Use Code	Description
1	**Residential**
10	Vacant, unbuildable
11	Single family, 1 residential on 1 Site and Duets w/o minor common areas
12	Single family, 1 residential on 2 or more sites
13	Single family, 2 or more residential on 1 or more sites
14	Single family on other than single family land
15	Miscellaneous improvements, 1 or more site, incl. trees and vines
16	Single family attached residence, townhouses, duets
17	Vacant, 1 site (includes PUD sites)
18	Vacant, 2 or more sites
19	Single family detached res. with major common area (pool, tennis, clubhouse, or other amenities), Cluster Homes
2	**Multiple**
20	Vacant
21	Duplex
22	Triplex
23	Fourplex
24	Combinations; e.g., single and a double
25	Apartments, 5-12 units, inclusive
26	Apartments, 13-24 units, inclusive
27	Apartments, 25-59 units, inclusive
28	Apartments, 60 units or more
29	Condos, cooperatives (-1 Single Family) (-2 Rossmoor)
3	**Commercial**
30	Vacant
31	Commercial stores (not supermarkets)
32	Small grocery stores (7-11, mom and pop, quick-stop)
33	Office buildings
34	Medical; dental
35	Service stations; car washes; bulk plants; mini lube
36	Auto repair
37	Community facilities; recreational; swim pool association
38	Golf courses
39	Bowling alleys
4	**Commercial**
40	Boat Harbors
41	Supermarkets (not in shopping centers)
42	Shopping centers (all parcels include vacant for future shopping Center
43	Financial buildings (insurance and title companies, banks, savings And loans)
44	Motels, hotels, and mobile home parks
45	Theaters
46	Drive-in restaurants (hamburger, taco, etc.)
47	Restaurants (not drive-in; inside service only)
48	Multiple and commercial; miscellaneously improved
49	New car auto agencies

CONTRA COSTA COUNTY USE CODES

5	**Industrial**
50	Vacant Land
51	Industrial Park (with structures)
52	Research and Development, with or without structures
53	Light industrial
54	Heavy industrial
55	Mini-warehouse (public storage)
56	Miscellaneous improvements, including trees & vines on light or heavy industrial
59	Pipeline rights-of-way
6	**Land**
61	Rural, residential improved; 1 to 10 acres
62	Rural, with or without miscellaneous structures, 1 to 10 acres
63	Urban acreage, 10 to 40 acres
64	Urban acreage, more than 40 acres
65	Orchards, vineyards, row crops, irrigated pastures, 10 to 40 acres
66	Orchards, vineyards, row crops, irrigated pastures, over 40 acres
67	Dry farming, grazing and pasturing, 10 to 40 acres
68	Dry farming, grazing and pasturing, over 40 acres
69	Agricultural preserves
7	**Institutional**
70	Convalescent hospitals and rest homes
71	Churches
72	Schools & colleges, public or private, with or without improvements
73	Hospitals, with or without improvements
74	Cemeteries, mortuaries
75	Fraternal and service organizations, group homes, shelters
76	Retirement housing complex
77	Cultural uses (libraries, museums)
78	Parks and playgrounds
79	Government-owned, with or without buildings (federal, state, city, BART)
8	**Miscellaneous**
80	Mineral rights (productive/nonproductive)
81	Private roads
82	Pipelines and canals
83	State board assessed parcels
84	Utilities, with or without buildings (not assessed by SBE)
85	Public and private parking
86	Taxable municipally-owned property
87	Common area parcels in PUD's (open spaces, recreational facilities)
88	Mobile home
89	Other; split parcels in different Tax Code Areas

5. Residential Benefit

For residential parcels, the measure of the intensity of land use is based on the number of dwelling units on a parcel. Multiple dwelling unit residences receive increased benefits as the number of units on a parcel increases. However, the incremental benefit per unit decreases as the number of units increase. In other words, a single family home's Benefit Factor is 1.00, a condominium's benefit factor is 0.75, a four-plex's Benefit Factor is 2.95. A four-plex does not have four times the special benefit of a single family home, but its benefit is larger than that of a single family home. Each additional unit in a residential complex adds benefit, but less benefit than the previous unit added.

6. Commercial and Industrial Benefit

For nonresidential parcels, the intensity of use is based on the parcel's area and its frontage along public streets. Benefits from District improvements are estimated to rise with increasing parcel area and frontage. Once again, however, the incremental benefit per unit of area or frontage decreases with increasing parcel size or frontage.

Two separate land use categories are used for nonresidential parcels; "industrial" and "commercial/institutional". These two nonresidential categories are further divided according to whether a parcel is developed or vacant. The assessment methodology estimates that the benefit to a vacant parcel is fifty (50) percent of the benefit to a developed one. Parking lots are defined as vacant commercial/institutional parcels and are thus assessed at the fifty (50) percent benefit level.

7. Mathematical Benefit Calculation

The total benefit estimate for a given benefit measure can be calculated from formulas determined by the Engineer of Work that closely estimate the special benefit. Those formulas, charts denoting benefit given parcel use and size, and sample calculations are on pages 17 through 28 of this document.

8. Assessment Calculation

After estimating the special benefits received by each parcel, the assessments are calculated. A parcel's assessment is determined by multiplying that parcel's benefit factors times the applied assessment per benefit factor. The applied assessment per benefit factor is $102.17 for residential uses and $77.18 for all others.

Cost estimates for FY 2018-19 operation, maintenance, and administration of the District are listed in Section II Part B, above. The assessment amount for each benefit factor for residential and other is determined as follows:

A. ACTUAL ASSESSMENT PER BENEFIT FACTOR:

ALL USES

Total Cost to Maintain the District	$ 3,996,375
Divided By	
Total Benefit Factors	32,736.03
Equals	
Actual Assessment Per Benefit Factor	**$122.08**
To Cover All District Cost Based on Current Maintenance Cost	

B. APPLIED ASSESSMENT PER BENEFIT FACTOR:

RESIDENTIAL:

Total Amount to Be Assessed	$2,062,300.12
Divided By	
Total Benefit Factors	20,182.99
Equals-Assessment Per Benefit Factor Residential	**$102.18**
(Shortfall from Actual Cost $25.44 per benefit factor)	

COMMERCIAL, INSTITUTIONAL, INDUSTRIAL, CHURCHES AND NON-PROFIT ("OTHER")

Total Amount to Be Assessed:	$968,847.06
Divided By	
Total Benefit Factors	**12,553.04**
Equals	
Assessment Per Benefit Factors (Other)	**$77.18**
(Shortfall from Actual Cost $50.44 per benefit factor)	

C. CITY SUBSIDY PER BENEFIT FACTOR

RESIDENTIAL

($122.08 minus $102.18) $19.90 per benefit factor

COMMERCIAL, INSTITUTIONAL, INDUSTRIAL, CHURCHES AND NON-PROFIT ("OTHER")

($122.08 minus $77.18) $44.90 per benefit factor

For each land use category, Table 5 summarizes the number of parcels, the subtotal benefit factors and the applied assessment per benefit factor. The applied assessment for a residential land use, (City category codes 01, 21, 22, 23, 24, 25 and 29), is $102.18 per benefit factor and all other parcels including commercial, institutional, industrial, churches

and non-profit will pay $77.18 per benefit factor. This amount is still less than the actual assessment per benefit factor to cover all District costs based on actual maintenance costs (which equals $122.08). Therefore, the City will continue to subsidize residential uses by $19.90 per benefit factor and non-residential by $44.90 per benefit factor. This is consistent with the goals of City Council and the community to encourage economic development and create and/or maintain jobs in the City of Pittsburg.

The resulting assessments for each parcel are listed on the assessment roll, on file in the Office of the City Clerk of the City of Pittsburg. This list is available for review.

A: CALCULATION OF MULTI-FAMILY RESIDENTIAL ASSESSMENT

The assessment for each parcel with a multi-family residential building is determined by multiplying the Unit Assessment ($102.18) by the parcel Benefit Factor. The parcel's Benefit Factor is determined by the number of dwelling units on the parcel. The Engineer uses one of two formulas for the Benefit Factor Calculation, B_1 or B_2 (below). B_1 is used to calculate the benefit for twenty-five (25) or fewer residential units and B_2 is used for parcels with more than twenty-five residential units.

Below are 1) The formulas used to calculate the Benefit Factors, and 2) Examples of the calculation.

Using these formulas, tables showing the number of residential units and the corresponding Benefit Factors have been constructed (see Appendix “A”.)

Residential Benefit Factor calculation uses either:

Formula $B_1 = RO \times M + (S_1 \div 2) \times M^2$ or
Formula $B_2 = RO \times MB + (S_1 \div 2) \times MB^2 + RB \times (M-MB) + (S_2 \div 2) \times (M-MB)^2$;

where

M = Number of Dwelling Units
MB = 25
RO = 0.75
RB = 0.60
S_1 = -0.006
S_2 = -0.00038

where,

B_1 = benefit for a parcel with benefit measure falling within the first line segment of incremental benefit curve

B_2 = benefit for a parcel with benefit measure falling within the second line segment of incremental benefit curve

M = benefit measure (eg, number of dwelling units on a parcel)

MB = value of benefit measure at the point where two line segments meet (eg, number of dwelling units on a parcel)

RO = incremental benefit at benefit measure of 0 (ie, the y-intercept for incremental benefit curve) (eg, SFR/dwelling unit)

RB = incremental benefit at point where the two line segments meet (eg, dwelling unit number or parcel area or parcel frontage)

S_1 = slope of first line segment of incremental benefit curve (eg, dwelling unit number or parcel area or parcel frontage)

S_2 = slope of second line segment of incremental benefit curve (eg, dwelling unit number or parcel area or parcel frontage)

Substituting the above numbers for the letters, the formulas may be simplified to read:

$B_1 = RO \times M + (S_1 \div 2) \times M^2$
$B_1 = 0.75M - (0.006 \div 2) \times M^2$
$B_1 = 0.75M - 0.003 \times M^2$

$B_2 = RO \times MB + (S_1 \div 2) \times MB^2 + RB \times (M-MB) + (S_2 \div 2) \times (M-MB)^2$
$B_2 = 0.75 \times 25 - (0.006 \div 2) \times 625 + 0.60 \times (M-25) - (0.00038 \div 2) \times (M-25)^2$
$B_2 = 18.75 - (0.003) \times 625 + 0.60 \times (M-25) - 0.00019 \times (M-25)^2$
$B_2 = 18.75 - 1.875 + (0.60 \times M) - 15 - 0.00019 \times (M-25)^2$
$B_2 = 1.875 + 0.60M - 0.00019 \times (M-25)^2$

Calculation examples are on the next page.

EXAMPLE 1. Find the Benefit Factors for a residential complex with sixteen (16) units.

16 units are less than twenty-five, so Formula B_1 "$RO \times M + (S_1 \div 2) \times M^2$" is used. That formula has been simplified for this example.

$B_1 = 0.75M - 0.003 \times M^2$
$M = 16$
$B_1 = (0.75)(16) - (0.003)(16^2)$
$B_1 = 12 - 0.768$
$B_1 = 11.232$ Benefit Factors

The Assessment Amount = Benefit Factors Times the Unit Assessment
The Assessment Amount = 11.232 x $102.18 = $1147.69 = $1147.70

EXAMPLE 2. Find the Benefit Factors for a residential complex with one hundred

twenty units.

120 units are more than 25, so Formula B_2 (RO x MB + (S_1 ÷ 2) x MB^2 + RB x (M-MB) + (S_2 ÷ 2) x $(M-MB)^2$) is used. That formula has been simplified for this example.

B_2 = 1.875 + 0.60M - 0.00019 x $(M-25)^2$
M = 120
B_2 = 1.875 + 0.60 x 120 - 0.00019 x $(120-25)^2$
B_2 = 1.875 + 72 - 0.00019 x 9025
B_2 = 73.875 - 1.71475
B_2 = 72.160 Benefit Factors

The Assessment Amount = Benefit Factors Times the Unit Assessment
The Assessment Amount = 72.160 x $102.18 = $7,373.31 = $7,373.32

APPENDIX A–
Residential Benefit Factors

Number Of Units	Benefit Factors	Number Of Units	Benefit Factors	Number Of Units	Benefit Factors
2	1.488	54	34.115	106	64.228
3	2.223	55	34.704	107	64.797
4	2.952	56	35.292	108	65.366
5	3.675	57	35.880	109	65.934
6	4.392	58	36.468	110	66.502
7	5.103	59	37.055	111	67.070
8	5.808	60	37.642	112	67.637
9	6.507	61	38.229	113	68.204
10	7.200	62	38.815	114	68.770
11	7.887	63	39.401	115	69.336
12	8.568	64	39.986	116	69.902
13	9.243	65	40.571	117	70.467
14	9.912	66	41.156	118	71.032
15	10.575	67	41.740	119	71.596
16	11.232	68	42.324	120	72.160
17	11.883	69	42.907	121	72.724
18	12.528	70	43.490	122	73.287
19	13.167	71	44.073	123	73.850
20	13.800	72	44.655	124	74.413
21	14.427	73	45.237	125	74.975
22	15.048	74	45.819	126	75.537
23	15.663	75	46.400	127	76.098
24	16.272	76	46.981	128	76.659
25	16.875	77	47.561	129	77.220
26	17.475	78	48.141	130	77.780
27	18.074	79	48.721	131	78.340
28	18.673	80	49.300	132	78.900
29	19.272	81	49.879	133	79.459
30	19.870	82	50.458	134	80.018
31	20.468	83	51.036	135	80.576
32	21.066	84	51.614	136	81.134
33	21.663	85	52.191	137	81.692
34	22.260	86	52.768	138	82.249
35	22.856	87	53.345	139	82.806
36	23.452	88	53.921	140	83.362
37	24.048	89	54.497	141	83.918
38	24.643	90	55.072	142	84.474
39	25.238	91	55.647	143	85.029
40	25.832	92	56.222	144	85.584
41	26.426	93	56.796	145	86.139
42	27.020	94	57.370	146	86.693
43	27.613	95	57.944	147	87.247
44	28.206	96	58.517	148	87.800
45	28.799	97	59.090	149	88.354
46	29.391	98	59.662	150	88.906
47	29.983	99	60.235	151	89.459
48	30.574	100	60.806	152	90.010
49	31.166	101	61.378	153	90.562

50	31.756	102	61.948	154	91.113
51	32.347	103	62.519	155	91.664
52	32.936	104	63.089	156	92.214
53	33.526	105	63.659	157	92.764

Number Of Units	Benefit Factors	Number Of Units	Benefit Factors	Number Of Units	Benefit Factors
158	93.314	210	121.372	262	148.403
159	93.863	211	121.902	263	148.913
160	94.412	212	122.431	264	149.422
161	94.961	213	122.960	265	149.931
162	95.509	214	123.488	266	150.440
163	96.057	215	124.016	267	150.948
164	96.604	216	124.544	268	151.456
165	97.151	217	125.071	269	151.963
166	97.698	218	125.598	270	152.470
167	98.244	219	126.124	271	152.977
168	98.790	220	126.650	272	153.483
169	99.335	221	127.176	273	153.989
170	99.880	222	127.701	274	154.495
171	100.425	223	128.226	275	155.000
172	100.969	224	128.751	276	155.505
173	101.513	225	129.275	277	156.009
174	102.057	226	129.799	278	156.513
175	102.600	227	130.322	279	157.017
176	103.143	228	130.845	280	157.520
177	103.685	229	131.368	281	158.023
178	104.227	230	131.890	282	158.526
179	104.769	231	132.412	283	159.028
180	105.310	232	132.934	284	159.530
181	105.851	233	133.455	285	160.031
182	106.392	234	133.976	286	160.532
183	106.932	235	134.496	287	161.033
184	107.472	236	135.016	288	161.533
185	108.011	237	135.536	289	162.033
186	108.550	238	136.055	290	162.532
187	109.089	239	136.574	291	163.031
188	109.627	240	137.092	292	163.530
189	110.165	241	137.610	293	164.028
190	110.702	242	138.128	294	164.526
191	111.239	243	138.645	295	165.024
192	111.776	244	139.162	296	165.521
193	112.312	245	139.679	297	166.018
194	112.848	246	1403195	298	166.514
195	113.384	247	140.711	299	167.011
196	113.919	248	141.226	300	167.506
197	114.454	249	141.742	301	168.002
198	114.988	250	142.256	302	168.496
199	115.523	251	142.771	303	168.991
200	116.056	252	143.284	304	169.485
201	116.590	253	143.798	305	169.979

202	117.122	254	144.311	306	170.472
203	117.655	255	144.824	307	170.965
204	118.187	256	145.336	308	171.458
205	118.719	257	145.848	309	171.950
206	119.250	258	146.360	310	172.442
207	119.781	259	146.871	311	172.934
208	120.312	260	147.382	312	173.425
209	120.842	261	147.893	313	173.916

Number Of Units	Benefit Factors	Number Of Units	Benefit Factors	Number Of Units	Benefit Factors
314	174.406	366	199.382	418	223.330
315	174.896	367	199.852	419	223.780
316	175.386	368	200.322	420	224.230
317	175.875	369	200.791	421	224.680
318	176.364	370	201.260	422	225.129
319	176.852	371	201.729	423	225.578
320	177.340	372	202.197	424	226.027
321	177.828	373	202.665	425	226.475
322	178.315	374	203.133	426	226.923
323	178.802	375	203.600	427	227.370
324	179.289	376	204.067	428	227.817
325	179.775	377	204.533	429	228.264
326	180.261	378	204.999	430	228.710
327	180.746	379	205.465	431	229.156
328	181.231	380	205.930	432	229.602
329	181.716	381	206.395	433	230.047
330	182.200	382	206.860	434	230.492
331	182.684	383	207.324	435	230.936
332	183.168	384	207.788	436	231.380
333	183.651	385	208.251	437	231.824
334	184.134	386	208.714	438	232.267
335	184.616	387	209.177	439	232.710
336	185.098	388	209.639	440	233.152
337	185.580	389	210.101	441	233.594
338	186.061	390	210.562	442	234.036
339	186.542	391	211.023	443	234.477
340	187.022	392	211.484	444	234.918
341	187.502	393	211.944	445	235.359
342	187.982	394	2123404	446	235.799
343	188.461	395	212.864	447	236.239
344	188.940	396	213.323	448	236.789
345	189.419	397	213.782	449	237.118
346	189.897	398	214.240	450	237.556
347	190.375	399	214.699	451	237.995
348	190.852	400	215.156	452	238.432
349	191.330	401	215.614	453	238.870
350	191.806	402	216.070	454	239.307
351	192.283	403	216.527	455	239.744
352	192.758	404	216.983	456	240.180
353	193.234	405	217.439	457	240.616

354	193.709	406	217.894	458	241.052
355	194.184	407	218.349	459	241.487
356	194.658	408	218.804	460	241.922
357	195.132	409	219.258	461	242.357
358	195.606	410	219.712	462	242.791
359	196.079	411	220.166	463	243.225
360	196.552	412	220.619	464	243.658
361	197.025	413	221.072	465	244.091
362	197.497	414	221.524	466	244.524
363	197.969	415	221.976	467	2443956
364	198.440	416	222.428	468	245.388
365	198.911	417	222.879	469	245.819

Number Of Units	Benefit Factors	Number Of Units	Benefit Factors	Number Of Units	Benefit Factors
470	246.250	522	268.143		
471	246.681	523	268.554		
472	247.111	524	268.956		
473	247.541	525	269.375		
474	247.971	526	269.785		
475	248.400	527	270.194		
476	248.829	528	270.603		
477	249.257	529	271.012		
478	249.685	530	271.420		
479	250.113	531	271.828		
480	250.520	532	272.113		
481	250.967	533	272.520		
482	251.394	534	272.926		
483	251.820	535	273.332		
484	252.246	536	273.738		
485	252.671	537	274.143		
486	253.096	538	274.548		
487	253.521	539	274.952		
488	253.945	540	275.356		
489	254.369	541	275.760		
490	254.792	542	276.163		
491	255.215	543	276.556		
492	255.638	544	276.968		
493	256.060	545	277.370		
494	256.482	546	277.772		
495	256.904	547	278.173		
496	257.325	548	278.574		
497	257.746	549	278.975		
498	258.166				
499	258.587				
500	259.006				
501	259.426				
502	259.844				
503	260.263				
504	260.681				
505	261.099				

506	261.516				
507	261.933				
508	262.350				
509	262.766				
510	263.182				
511	263.598				
512	264.013				
513	264.428				
514	264.842				
515	265.256				
516	265.670				
517	266.083				
518	266.496				
519	266.908				
520	267.320				
521	267.732				

B: CALCULATION OF COMMERCIAL ASSESSMENTS

The assessment for each parcel with a commercial use building is determined by multiplying the Unit Assessment ($77.18) by that parcel's Benefit Factors. The parcel's Benefit Factors are determined by its area and street frontage. The formula for calculating a parcel's Benefit Factors is a detailed formula which places frontage and area on a curve corresponding to a special benefit factor rating. Separate formulas are used for calculating the number of benefit factors earned by the parcel's frontage and by its area.

Below are the formulas used to calculate the Benefit Factors for frontage and for area, and an example of the calculation.

In the following formulas and example, please note:

F = Actual Parcel Frontage X .75
A = Parcel Area (In Acres)
B = Benefit Factor

FB_1 Frontage Benefit Formula 1 (when frontage is <= 230')

$$FB_1 = 0.062 \times F - (0.0002391304 \div 2) \times F^2$$

FB_2 Frontage Benefit Formula 2 (when frontage is > 230')

$$FB_2 = 7.935 + 0.007 \times (F-230) - (0.0000022472 \div 2) \times (F-230)^2$$

AB_1 Area Benefit Formula 1 (when parcel area is <= 1.25 acres)

$$AB_1 = 28.0 \times A - (21.6 \div 2) \times A^2$$

AB_2 Area Benefit Formula 2 (when parcel area is > 1.25 acres)

$$AB_2 = 18.125 + 1.0 \times (A - 1.25) - (0.012903226 \div 2) \times (A-1.25)^2$$

EXAMPLE Find the assessment for an inside lot; 75' x 100'

Step 1. Define the parameters:

F = 75' (Actual Parcel Frontage) X .75 (Multiplier)
A = 75' x 100' = 7500 square feet ÷ 43,560 = 0.172 acre
(1 Acre = 43,560 square feet)

Step 2. Calculate frontage benefit factors using Formula FB_1: (frontage is < 230')

$$FB_1 = 0.062 \times F - (0.0002391304 \div 2) \times F^2$$

$F = 56.25'$
$FB_1 = 0.062 \times 56.25 - 0.0001195652 \times 56.25^2$
$FB_1 = 3.49 - 0.0001195652 \times 3164$
$FB_1 = 3.49 - 0.369$
$FB_1 = 3.121$ Benefit Factors

Step 3. Calculate area benefit factors using Formula AB_1 (area is < 1.25 acres)

$AB_1 = 28.0 \times A - (21.6 \div 2) \times A^2$
$A = 0.172$ acre
$AB_1 = 28.0 \times 0.172 - 10.8 \times 0.172^2$
$AB_1 = 4.816 - 10.8 \times 0.030$
$AB_1 = 4.816 - 0.324$
$AB_1 = 4.492$ Benefit Factors

Step 4. Find the total Benefit Factors earned by the parcel.

Benefit Factors = $FB_1 + AB_1$
Benefit Factors = 3.121 + 4.492 = 7.613 Benefit Factors

Step 5. Determine the Landscaping and Lighting Assessment.

Assessment = Unit Assessment Times Benefit Factors
Assessment = $77.18 x 7.613 = $587.58

The above example assumes the parcel is developed. If the parcel is not developed, the Assessment is 50% of the above figure.

EXCEPTIONS

Individually-owned parcels and common area parcels of commercial and industrial condominiums are assigned a proration of the area and frontage, if applicable, to accommodate for the common area parcel.

C. CALCULATION OF INDUSTRIAL ASSESSMENTS

The assessment for each parcel with an industrial use building is determined by multiplying the Unit Assessment ($77.18) by that parcels Benefit Factors. The parcel's Benefit Factors are determined by its area and street frontage. The formula for calculating a parcel's Benefit Factors is a detailed formula which places frontage and area on a curve corresponding to a predetermined benefit factor rating. Separate formulas are used for calculating the number of benefit factors earned by the parcel's frontage and by its area.

Below are the formulas used to calculate the Benefit Factors for frontage and for area and an example of the calculation.

In the following formulas and example, please note:

F = Actual Parcel Frontage X .75
A = Parcel Area (In Acres)
BF = Benefit Factor

FB_1 Frontage Benefit Formula 1 (when frontage is <= 1,000')

$FB_1 = 0.026 \times F - (0.000017 \div 2) \times F^2$

FB_2 Frontage Benefit Formula 2 (when frontage is > 1,000')

$FB_2 = 17.5 + 0.009 \times (F-1000) - (0.0000032 \div 2) \times (F-1000)^2$

AB_1 Area Benefit Formula 1 (when parcel area is <= 5.32 acres)

$AB_1 = 14.75 \times A - (2.678572 \div 2) \times A^2$

AB_2 Area Benefit Formula 2 (when parcel area is > 5.32 acres)

$AB_2 = 40.565 + 0.5 \times (A - 5.32) - (0.007032 \div 2) \times (A-5.32)^2$

EXAMPLE Find the assessment for an inside lot; 250' x 400'

<u>Step 1.</u> Define the parameters:

F = 250' (Actual Parcel Frontage) X .75 (Multiplier)
A = 250' x 400' = 100,000 square feet ÷ 43,560 = 2.30 acres
(1 Acre = 43,560 square feet)

<u>Step 2.</u> Calculate frontage benefit factors using Formula FB_1: (frontage is < 1,000')

$FB_1 = 0.026 \times F - (0.000017 \div 2) \times F^2$
$F = 187.5'$
$FB_1 = 0.026 \times 187.5 - 0.0000085 \times 187.5^2$
$FB_1 = 0.026 \times 187.5 - 0.0000085 \times 35{,}156$
$FB_1 = 4.875 - 0.299$
$FB_1 = 4.576$ Benefit Factors

<u>Step 3.</u> Calculate area benefit factors using Formula AB_1 (area is < 5.32 acres)

$AB_1 = 14.75 \times A - (2.678572 \div 2) \times A^2$
$A = 2.30$ acres
$AB_1 = 14.75 \times 2.30 - 1.339286 \times 2.30^2$
$AB_1 = 14.75 \times 2.30 - 1.339286 \times 5.29$

AB_1 = 33.925 - 7.085
AB_1 = 26.8402 Benefit Factors

Step 4. Find the total Benefit Factors earned by the parcel.

Benefit Factors = $FB_1 + AB_1$
Benefit Factors = 4.576 + 26.8402 = 31.4162 Benefit Factors

Step 5. Determine the Landscaping and Lighting Assessment.

Assessment = Unit Assessment Time Benefit Factors
Assessment = $77.18 x 31.4162 = $2,424.70

The above example assumes the parcel is developed. If the parcel is not developed, the Assessment is 50% of the above figure.

EXCEPTIONS

Each industrial parcel that has an area greater than seventy-six (76) acres are assigned, for purposes of assessment, an acreage of 76 acres, this being the point before the parcel area formula curve goes downward. Without such an assignment, the assessment for these parcels would have been less than for parcels of a smaller size.

PART D: ASSESSMENT DIAGRAM DESCRIPTION

The boundary of District 1988-01 coincides with the City of Pittsburg boundary, except that the Oakhills District 1988-02 is not included in District 1988-01. Also depicted on the diagram are the book limits for the Contra Costa County Assessor's Parcel Map Books.

The Contra Costa County Assessor's Parcel Maps are hereby incorporated by reference into this report. The County Assessor's Maps shall govern for all details concerning the lines and dimensions of lots or parcels. The County Assessor's Parcel Number is hereby adopted as the distinctive number identifying each parcel for purposes of this assessment.

PART E: PROPERTY OWNER LIST AND ASSESSMENT ROLL

The assessment roll is a computerized list of each parcel within the District. The list includes the assessment number (Assessor's Parcel Number), owner of record, situs address, category code and the assessment for each parcel. This roll may be examined in the Office of the City Clerk of the City of Pittsburg.

ASSESSMENT DIAGRAM FOR THE

CITY OF PITTSBURG
LANDSCAPING & LIGHTING
ASSESSMENT DISTRICT 1988-01

IS ON FILE IN THE
OFFICE OF THE CITY CLERK

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

DATE: 5/22/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve the Engineer's Report and Declare the City Council's Intent to Order Improvements for the Landscaping and Lighting Assessment District 1988-02, Oak Hills (Pursuant to the Landscaping and Lighting Act of 1972) for FY 2018-19

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

Pursuant to state statutes governing the renewal of assessment districts, the City Council is being asked to adopt the resolution approving the Engineer's Report for Landscaping and Lighting Maintenance Assessment District 1988-02, ("88-02 District") Oak Hills (Fiscal Year 2018-19) and to set July 16, 2018, as the date for a public hearing for this matter.

FISCAL IMPACT

Landscaping and Lighting District 88-02 collects $33,960 annually in revenue for the Oak Hills area. The Public Works Department estimates that it will expend $35,181 during Fiscal Year 2018-19 in managing the district. The City contribution to the District for general benefits incurred by the operation of higher wattage street lighting on the arterial roadway is estimated to be $663 or 4.4% of the electrical cost for FY 2018/19.

Without the District, the General Fund would be responsible for the entire cost of maintaining the improvements located within the Oak Hills area.

RECOMMENDATION

City Council adopt a resolution approving the Engineer's Report, declaring the Council's intent to levy assessments for FY 2018-19 and setting the public hearing date as July 16, 2018, for this matter.

BACKGROUND

On June 6, 1988, the City Council confirmed the Engineer's Report, ordered improvements and levied the first annual assessment for the 88-02 District, Oak Hills. Since then the funds collected annually by this district go to support the City's landscaping and lighting operations in the Oak Hills area.

On May 7, 2018, the City Council approved Resolution 18-13470, directing the Engineer of Work, Francis P. McKinley, to file an annual report for Fiscal Year 2018-19 in accordance with the Landscaping and Lighting Act of 1972. That report has been prepared and is on file in the Office of the City Clerk.

Services provided by 88-02 District include:

Right-of-Way Landscaping Maintenance;
Street Tree Maintenance;
Sidewalk Repair Related to Street Tree Damage Only; and
Street Light Energy, Maintenance and Replacement Costs.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

District 88-02 has been in existence for thirty-one years, and the funds collected are necessary for the City to maintain its current level of lighting and landscaping throughout District 88-02.

Several years ago, the City spent $38,560 to complete a Streetlight Retrofit Program project to install energy efficient LED lights within the District.

State statutes mandate the annual renewal procedures for 88-02 District. This is the second step of that process wherein the Council is asked to consider and approve the Engineer's Report and to set a public hearing for this matter on July 16, 2018.

ATTACHMENTS: Resolution
88-02 District Engineer's Report

Report Prepared By: SM Saklaen, Civil Engineer I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Approving the Engineer's Report and Declaring the City Council's Intent to Order Improvements in Landscaping and Lighting Assessment District 1988-02, Oak Hills (Pursuant to the Landscaping and Lighting Act of 1972) for Fiscal Year 2018-19	)))))	Resolution 18-

The City Council DOES RESOLVE as follows:

WHEREAS, on May 7, 2018, the City Council approved Resolution 18-13470, directing the Engineer of Work, Francis P. McKinley, to file an Annual Report for Fiscal Year 2018-19 for Landscaping and Lighting Assessment District 1988-02, Oak Hills; and,

WHEREAS, the Engineer of Work has filed with the City Clerk the report required by the Landscaping and Lighting Act of 1972; and,

WHEREAS, all interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district and the proposed assessments upon assessable lots and parcels of land within the district.

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

Section 1. The Engineer's Report, filed with the City Clerk by the Engineer of Work on June 1, 2018, is approved.

Section 2. The City Council intends to levy and collect assessments within Assessment District 1988-02 during Fiscal Year 2018-19. The area of land to be assessed is located in the City of Pittsburg, County of Contra Costa, State of California.

Section 3. The improvements to be made in this assessment district are generally described as follows:

a. Maintenance of public street lights. A list of street light locations is on file with the Director of Public Works;

b. Maintenance of street trees; and

c. Replacement of sidewalks damaged by street trees.

Section 4. In accordance with this Council's Resolution 18-13470 directing the filing of an Annual Report, the Engineer of Work has filed with the City Clerk the report required by the Landscaping and Lighting Act of 1972. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district and the proposed

assessments upon assessable lots and parcels of land within the assessment district.

Section 5. On Monday, July 16, 2018, at 7 p.m., the City Council will conduct a public hearing on the matter of the levy of the proposed annual assessments. The hearing will be held at the meeting place of the City Council located in City Hall, 65 Civic Avenue, Pittsburg, California.

Section 6. The City Clerk shall give the notice of hearing by causing this resolution to be published, pursuant to Section 22553 of the Streets and Highways Code.

PASSED and ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Dwaine "Pete" Longmire, Mayor

Attest:

_____
Alice E. Evenson, City Clerk

City of Pittsburg
Contra Costa County, California

ENGINEER'S REPORT FOR THE

CITY OF PITTSBURG LANDSCAPING & LIGHTING ASSESSMENT DISTRICT 1988-02 AND THE LEVY OF THE ANNUAL ASSESSMENT FOR THE 2018-19 FISCAL YEAR

Prepared By:

Francis P. McKinley
City Engineer
City of Pittsburg

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CITY OF PITTSBURG

OAKHILLS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2018-19

The undersigned respectfully submits the enclosed Engineer's Report as directed by the City of Pittsburg.

Dated:_____ By_____
Francis P. McKinley, PE
RCE No. C59574

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached, was filed with me on the _____day of _____,

Alice E. Evenson, City Clerk
City of Pittsburg
Contra Costa County, California

By_____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Pittsburg, Contra Costa County, on the _____ day of _____ 2018.

Alice E. Evenson, City Clerk
City of Pittsburg
Contra Costa County, California

By_____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was filed with the County Auditor of the County of Contra Costa, on the _____ day of _____ 2018.

By_____

Francis P. McKinley, City Engineer

INTRODUCTION

This Engineer's Report for the Pittsburg Landscaping and Lighting Assessment District 1988-02 is being submitted pursuant to Resolution 18-13470 of the Pittsburg City Council, under the provisions of Part 2, Division 15 of the California Streets and Highways Code, Sections 22500 through 22679 (The Landscaping and Lighting Act of 1972).

The boundaries of the Assessment District are depicted on the Assessment Diagram on file in the office of the City Engineer. Landscaping and Lighting District 1988-02 (Oak Hills) is separate and distinct from Landscaping and Lighting District 1988-01 (Citywide).

This report is for Fiscal Year 2018-19, the thirty-first fiscal year of the District's operation. For each parcel of land in the District, this report recommends assessments sufficient to fund the projected Fiscal Year 2018-19 budget for operation, maintenance, servicing, replacement and installation of District improvements. These recommended assessments are proportional to the Engineer's estimates of relative benefits received by each parcel from District improvements.

This report is based upon the report that the City Council commissioned, for the formation of the District, FY 1988-89 and subsequent reports prepared for Fiscal Years 1989-90 through 2018-19 inclusive. The method of assessment and diagram (incorporated herein by this reference) are based upon the 2018-19 Engineer’s Report for Landscaping and Lighting District 1988-02 and the 2018-19 FY projected budget.

II. DESCRIPTION OF IMPROVEMENTS

Pittsburg's "Landscaping and Lighting Assessment District 1988-02" provides for the levy and collection of assessments to pay for the following types of improvements:

1. Street Lights

   Maintenance of eighty three (83) street lights. A list of street light locations is on file with the City Clerk.

2. Street Trees

   Maintenance all street trees within the District.

3. Concrete

   Replacement of sidewalks damaged by street trees.

4. Landscaping

   Maintenance of facilities, rights-of-way and medians.

5. Future Capital Improvements

   a. Removal and replacement of damaged or unhealthy trees and plants located on eroded slope areas;
   b. Stabilization and soil replacement of eroded slopes;
   c. Installation of a neighborhood entry feature.

Landscape Improvement Locations

Oakhills Drive Right-of-Way
West Leland Road to Southwood Drive

West Leland Road Right-of-Way
Oakhills Drive to Westerly Terminus

Oakhills Pump Station
1703 Bridgeview Street (Corner of Southwood Drive)

III. ESTIMATE OF COST

A. PROJECTED REVENUE & EXPENSE, FY 2017-18

Fund Balance, June 30, 2017		$16,032
Projected Revenue, 2017-18		
Assessments Posted to Roll	$ 33,959	
Interest Income	$ 38	
Other	$ 23	
Subtotal Projected Revenue, 2017-18		$ 34,020
Less Projected Expense, 2017-18		$ (32,130)
Projected Balance, June 30, 2017		$ 17,922

B. ESTIMATE OF COST, 2018-19 FY

The following cost estimates for operation, maintenance and administration of the District for FY 2018-19 are provided by the City of Pittsburg:

STREET LIGHT		
Operation and Maintenance	$	15,000
LANDSCAPING		
Maintenance and Repair	$	16,639
ADMINISTRATION	$.....	
Collection Costs	$	3,542
TOTAL COST	$	35,181
LESS CONTRIBUTION FROM RESERVE FUND	$	(559)
LESS GENERAL BENEFIT	$	(663)
LESS INTEREST INCOME FY 2018-19	$	(0)
NET COST AND TOTAL AMOUNT TO BE ASSESSED	$	33,959

IV. ASSESSMENT METHOD

Estimated costs and expenses for FY 2018-19 are apportioned to each parcel on the basis of relative benefits estimated to be received by the parcel from District improvements. This apportionment constitutes the recommended assessment amount for each parcel, listed in the assessment roll.

Benefits from the District are enjoyed by all assessable parcels in the District. The degree of benefit is estimated from the type and intensity of land use for each parcel, which determined the number of pedestrians generated the extent of street light illumination and increased security, and the enhanced aesthetics and enjoyment from maintenance of landscaped areas and street trees. It is reasoned that, for a given intensity of use, similar land uses will derive similar benefits.

The City may only assess property owners for that portion of the costs which provide a special and direct benefit to the properties located within the boundaries of the District. General benefits are not assessable and the City must fund that portion of the improvements which provides a general benefit to the public at large with some other funding source, such as the general fund.

The 1972 Act does not specify a formula or method to use when determining the amount of general versus special benefit. The Engineer of Work is responsible for conducting the general versus special benefit analysis and then making a recommendation to the City Council, which makes the final determination. The general benefit analysis is summarized below.

Street Lighting

The City recognizes that a portion of the City's street lights on West Leland Road (9 street lights), an arterial street that is included in the District, provides a general benefit to the public at large. Therefore, the City contribution to the District for general benefits incurred by the operation of higher wattage street lighting on this arterial roadway is estimated to be $663 or 4.4% of the electrical cost for FY 2018/19. This estimate was derived by determining a per wattage rate for all street lighting in the district and multiplying that by the additional wattage required to operate these 9 street lights located along the arterial roadway.

Of the 443 parcels in the District 440 are used as residences, two are open space (non-assessable) and one City owned pump station. Benefits to family residences and the City Pump Station are estimated to be uniform throughout the District. Therefore, each residential parcel and the City's pump station are assessed an equal amount, simply calculated by dividing the District's net cost of the improvements by the number of assessable parcels (441).

The assessment amount for each assessable parcel is determined as follows:

Net Amount to Be Assessed	$ 33,959
Assessment Per Parcel ($33,959.00/441)	$ 77.18

V. ASSESSMENT ROLL DESCRIPTION

The assessment roll is a computerized list of each parcel within the District. The list includes the assessment number (Assessor's Parcel Number), owner of record, situs address and the assessment amount for each parcel. The list is on file in the Office of the City Engineer.

VI. ASSESSMENT DIAGRAM DESCRIPTION

The Assessment Diagram is on file in the Office of the City Engineer and shows the boundary for Landscaping and Lighting Assessment District 1988-02 (Oak Hills).

The Contra Costa County Assessor's Parcel Maps are hereby incorporated by reference into this report. The County Assessor's Maps shall govern for all details concerning the lines and dimensions of lots or parcels. The County Assessor's Parcel Number is hereby adopted as the distinctive number identifying each parcel for purposes of this assessment.

ASSESSMENT ROLL FOR THE

CITY OF PITTSBURG
LANDSCAPING & LIGHTING
ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2018-19

IS ON FILE IN THE
OFFICE OF THE CITY ENGINEER

ASSESSMENT DIAGRAM FOR THE

CITY OF PITTSBURG
LANDSCAPING & LIGHTING
ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2018-19

IS ON FILE IN THE
OFFICE OF THE CITY ENGINEER

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

DATE: 5/22/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Determining that the Properties with Assessor's Parcel Numbers 086-100-040 and 086-100-041 are Not Needed for Future Public or Institutional Use and that a Hotel is an Office-Supporting Commercial Use Consistent with the Vision of the Railroad Avenue Specific Plan

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

Two properties on Center Drive, also known as Assessor's Parcel Numbers 086-100-040 and 086-100-041 (collectively the "Properties") are currently zoned PD District (Planned Development, Ordinance No. 09-1319) and maintain a Railroad Avenue Specific Plan (RASP) land use designation of Public/Institutional. Staff is requesting the City Council make the determination that the Properties are not needed for future public or institutional use.

FISCAL IMPACT

Currently, the Properties' RASP land use designation is Public/Institutional. No direct fiscal impact would result from the City Council determining that the Properties are not needed for future public or institutional use. However, the requested determination would allow for the development of an office-supporting commercial use, such as a hotel. The fiscal impact of a hotel is anticipated to be approximately $400,000 in transient occupancy tax each year, as well as ancillary benefits to local businesses and restaurants.

RECOMMENDATION

City Council adopt a Resolution determining that the Properties are not needed for future public or institutional use and that a hotel use is considered a conforming office-supporting commercial use consistent with the vision of the RASP.

BACKGROUND

The City's RASP was adopted in 2009 by Resolution 09-11303 and Ordinance 09-1319. The RASP provides a framework of policies and programs for a localized area surrounding the planned transit hub and BART station. Connecting Pittsburg to the larger Bay Area will provide residents and businesses more opportunities for professional and economic growth.

On May 5, 2014, the City and Garaventa Enterprises Inc. (the "Developer") entered into a development agreement for the development of an office tower on the Properties.

Adoption of the proposed resolution would be exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of applicability of the state CEQA Guidelines, Section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The proposed determination requested at this time is procedural in nature and would not modify the type of uses permitted on the site, nor would they approve any potential project. Further, specific proposals to develop the Properties would be subject to design review and/or other permitting requirements, at which time impacts resulting from development of the Properties would be further reviewed once more details are made available.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

The project site has a General Plan land use designation of Mixed Use, which is generally intended to allow for greater flexibility of land uses around transit. The subject site is located in the Civic Center sub-area of the RASP and has a land use designation of Public/Institutional, which is intended to promote office-supporting commercial uses in order to support the public/institutional uses located on the block during business hours, and to activate the area during evenings and weekends when public/institutional uses are typically closed. Residential and commercial uses are permitted provided that the appropriate governing body finds that the land will not be needed in the future for a public/institutional use (RASP, page 50). As the Properties are subject to a Development Agreement, approved by the City Council, staff has determined that the City Council is the appropriate body to make the requested determination.

Due to economic factors, construction of the office tower has been delayed. However, with BART opening the Pittsburg Center Station at the end of May 2018, development of the Properties is more feasible. The Developer and Marriott International are exploring the potential construction of an office tower and a hotel on the Properties.

Determining that the Properties are not needed for future public or institutional use will encourage developments that would benefit the community and maximize economic development opportunities and is consistent with the RASP's vision for the Civic Center area, which strives to make the most of the area's proximity to the proposed regional transit line and civic employment node (page 54).

Marriott International, with 30 hotel brands, has expressed great interest in constructing a Courtyard by Marriott on a portion of the Properties. Completion of this project will provide employment opportunities, generate transit occupancy tax, and provide another choice for lodging within the City of Pittsburg. The types of commercial uses allowed within the Public/Institutional land use classification is intentionally very general, and thus does not

specifically identify permitted commercial uses. As such, a City Council determination that a hotel would be considered an office-supporting commercial use would provide staff, the property owner, and Marriot International the clarification it needs to move forward. The requested determination would not entitle any development.

ATTACHMENTS: Resolution

Report Prepared By: Maria M. Aliotti, Director of Community Services
Jordan Davis, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Determining that The Properties with Assessor's Parcel Numbers 086-100-040 and 086-100-041 are Not Needed for Future Public or Institutional Use and that a Hotel is an Office-Supporting Commercial Use Consistent with the Vision of the Railroad Avenue Specific Plan	)	RESOLUTION NO. 18-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, two properties on Center Drive, also known as Assessor's Parcel Numbers 086-100-040 and 086-100-041 (collectively the "Properties") are currently zoned as PD (Planned Development, Ordinance No. 09-1319) District, and maintain a Railroad Avenue Specific Plan (RASP) land use designation of Public/Institutional; and

WHEREAS, the City's RASP was adopted in 2009 by Resolution 09-11303 and Ordinance 09-1319. The RASP provides a framework of policies and programs for a localized area surrounding the planned transit hub and BART station; and

WHEREAS, pursuant to the RASP, other permitted uses on Public/Institutional sites located within one-half mile of the BART station includes residential uses, offices, restaurants, and office-supporting commercial uses in order to support the public/institutional uses located on the block during business hours, and to activate the area during evenings and weekends when public/institutional uses are typically closed; and

WHEREAS, residential and commercial uses are permitted provided that the City Planner, Planning Commission or City Council, as appropriate, finds that the land will not be needed in the future for a public or institutional use; and

WHEREAS, the City Council is the most appropriate body to consider whether the Properties are needed for future public or institutional use since development of the Properties is subject to the development agreement approved by the City Council and the decision impacts future development in the immediate vicinity; and

WHEREAS, on May 5, 2014, the City and Garaventa Enterprises Inc. (the "Developer") entered into a development agreement for the development of an office tower on the Properties; and

WHEREAS, due to economic factors, construction of the office tower has been delayed. However, with BART opening the Pittsburg Center Station at the end of May 2018, development of the Properties is more feasible. The Developer and Marriott International are seeking to construct an office tower and a hotel on the Properties and a City Council determination that a hotel would be considered an office-supporting commercial use would provide staff, the property owner, and Marriot the clarification it needs to move forward; and

WHEREAS, declaring that the Properties are not needed for future public or institutional use will encourage developments that would benefit the community and maximize economic development opportunities; and

WHEREAS, adoption of the proposed resolution would be exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of applicability of the state CEQA Guidelines, Section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The proposed determination requested at this time is procedural in nature and would not modify the type of uses permitted on the site, nor would it approve any potential project. Further, specific proposals to develop the Properties would be subject to design review and/or other permitting requirements, at which time impacts resulting from development of the Properties would be further reviewed once more details are made available; and

WHEREAS, requested determination would not entitle any development.

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 determining that:

A. the Properties are not needed for public or institutional use; and

B. a hotel is considered an office-supporting commercial use consistent with the vision of the Civic Center sub-area of the RASP.

Section 3.

The City Manager is hereby authorized 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 City Clerk shall certify to the adoption of this Resolution.

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of June 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Dwaine "Pete" Longmire, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

DATE: 5/23/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of an Ordinance Amending Title 18 of the Pittsburg Municipal Code Related to the Cannabis Regulations, AP-18-1308 (RZ)

MEETING DATE: 6/4/2018

EXECUTIVE SUMMARY

On May 7, 2018, the City Council held a duly noticed public hearing to consider text amendments to Title 18, "Zoning," of the Pittsburg Municipal Code (PMC) to allow for use of cannabis within medical and nonmedical product manufacturing.

FISCAL IMPACT

The proposed amendments, in combination with the previously approved amendments to PMC Title 5 regarding cannabis regulations, would allow for issuance of commercial cannabis permits, each of which would require an operating agreement that could potentially result in general fund revenues in excess of $100,000 a year, per agreement.

RECOMMENDATION

City Council move to adopt Ordinance No. 18-1448, approving amendments to Title 18 of the PMC as it relates to cannabis regulations.

BACKGROUND

The public hearing for this item was held before the City Council on May 7, 2018. After the close of the public hearing, the Council moved to introduce and waive further reading of Ordinance No. 18-1448, approving amendments to Title 18 of the PMC as it relates to cannabis regulations.

On May 21, 2018, adoption of the attached ordinance was removed from the consent calendar and continued to a future date.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

After introducing an ordinance, the City Council must approve the action by adopting the ordinance by a majority vote at a subsequent meeting. The ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS: 1. Proposed Ordinance No.18-1448
2. Exhibit A to Proposed Ordinance No.18-1448

Report Prepared By: Jordan Davis, AICP, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Title 18 of the Pittsburg Municipal Code Related to Cannabis Regulations, AP-18-1308 (RZ)	)))	ORDINANCE NO. 18-1448

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

SECTION 1. Recitals

A. On January 11, 2018, Richard Fischler, on behalf of BioZone Laboratories, Inc., filed application no. 18-1308, requesting approval of atext amendment to Pittsburg Municipal Code (PMC) Titles 5 and 18, in order to allow for use of cannabis within pain management and consumer product manufacturing.

B. BioZone Laboratories, Inc. has operated in the City of Pittsburg since 1992.BioZone is a global developer, manufacturer, and marketer of over-the-counter drugs and preparations, cosmetics, and nutritional supplements intended to improve personal health.BioZone has developed hundreds of products throughout its history and sold millions of units. The company's strong customer base is made up of large, well-known industry leaders.

C. On October 3, 2016, the City Council amended Titles 5 and 18 of the PMC to further regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes, and banned the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation.

D. On November 8, 2016, the voters of the City of Pittsburg approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should future land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future. Measure J passed with 13,693 (68.3%) “yes” votes and 6,364 (31.7%) “no” votes. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions.

E. The proposal by BioZone was brought before the Land Use Subcommittee on September 19, 2017, and before the City Council and Planning Commission during a joint study session on December 18, 2017. During the study session, the City Council and Planning Commission were presented background information on

BioZone's operation, as well as cannabis and cannabis-related products. City Council members and Commissioners discussed concerns regarding security and cultivation of cannabis within the City limits but noted the growing use of cannabis in medicine and health products and directed staff and the applicant to proceed in exploring amendments to the PMC to allow for advanced manufacturing and testing of cannabis by businesses in Pittsburg, while maintaining the ban on dispensing to the end user within the City limits.

F. On March 19, 2018, the City Council adopted Ordinance No. 18-1442, amending PMC Title 5 to allow for use of cannabis within medical and nonmedical product manufacturing, and establishing procedures for issuing medical and nonmedical commercial cannabis permits.

G. On March 27, 2018, the Planning Commission held a public hearing and voted 4-3 to recommend denial of proposed amendments to Title 18, "Zoning," of the Pittsburg Municipal Code (PMC) to allow for use of cannabis within medical and nonmedical product manufacturing. Pursuant to PMC section 18.48.040, a Planning Commission recommendation of denial of an application for a zoning map amendment or zoning regulation amendment submitted by application or petition terminates proceedings, unless appealed.

H. On April 3, 2018, pursuant to PMC section 18.18.100(A), the City Manager filed an appeal of the Planning Commission's decision.

I. On May 7, 2018, prior to the regularly scheduled meeting, the City Council held a public hearing on the appeal and proposed PMC amendments, at which time oral and/or written testimony was considered. Following close of the public hearing, the City Council adopted a resolution to uphold the appeal and reverse the Planning Commission's decision.

J. On or prior to April 27, 2018, notice of the May 7, 2018, public hearing to consider the projectwas posted at City Hall; was delivered to the Pittsburg Library; was posted on the City's website; was published as a 1/8-page legal advertisement in the East County Times; and, was mailed via first class mail or email to service agencies who may be affected by the proposed amendment, and interested parties and individuals and organizations that requested such notice, in accordance with PMC section 18.14.010 and Government Code section 65090 and 65091.

K. On May 7, 2018, the City Council held a public hearing on the proposed zoning amendments, at which time oral and/or written testimony was considered.

SECTION 2. Findings

A. Based on the City Council Staff Report entitled, “Introduction and Waive First Reading of an Ordinance to Amend Pittsburg Municipal Code Title 18 Related to Cannabis Regulations, AP-18-1308 (RZ),” dated May 7, 2018,and based on all the information contained in the Planning Division files, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the City Council finds that:

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

2. This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question will have a significant negative physical impact on the environment. The amendments proposed are procedural in nature and will not modify the type of uses permitted within any areas of the City, nor will they expand or alter the nature of “food and drug processing” uses or the areas in which they are permitted. Staff believes that the use of cannabis by Type 6, Type 7, Type 8, and Type 11 commercial cannabis businesses currently would be classified as “food and drug processing” uses, and the proposed amendments to the use classification definition, the added limitation applicable to these uses in industrial districts, and other amendments to Chapter 18.88 are intended only to provide clarity as to the required procedures for approving these uses, and will therefore not result in any new impacts beyond those that could exist without the change, specifically as they may relate to aesthetics, air quality, transportation, noise, hazards, utilities and/or public services. Further, specific proposals to establish commercial cannabis businesses will be subject to approval of a Commercial Cannabis Permit, at which time impacts resulting from the establishment of any potential use will be further reviewed once more details are made available.

3. The California Constitution grants cities the broad power to enact local, police, sanitary, and other ordinances and regulations not in conflict with the general laws, as long as they are reasonably related to promoting public health, safety, comfort and welfare of the City's residents.

4. In enacting this article, it is the intent of the City Council of the City of Pittsburg to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of cannabis, and the City Council finds that sanctioning the opening

or establishment of medical cannabis collectives, cooperatives and dispensaries, or allowing the delivery of medical cannabis within the city, would be inconsistent with federal law. However, the City acknowledges that state law allows commercial cannabis businesses, and that certain commercial cannabis businesses that operate in accordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the communities in which they operate.

5. In order to protect the integrity of the City and the goals upon which this City was founded, the City Council finds that it is in the best interest of the residents of the City to only allow certain commercial cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement, and continue to prohibit cannabis collectives, cooperatives and dispensaries, and cannabis deliveries.

6. The changes proposed are consistent with the objectives, policies, general land uses, and programs specified in the General Plan. The proposed amendments will not expand the areas of the City in which uses determined to qualify as “food and drug processing,” will be permitted, and as such are consistent with current General Plan Land Use goals, specifically goals 2-G-12 and 2-G-15, which call for maintaining and supporting industrial character and activities in appropriate, designated areas. Allowing businesses to utilize cannabis in product manufacturing is consistent with General Plan Economic Development goals and policies that call for maintaining and enhancing an attractive climate for conducting business inPittsburg (Goal 6-G-4) and efficient licensing and development permitting procedures andregulations (Policy 6-P-6). The amendments will also support the City’s continued effort to develop a research and development and office attraction strategy to promote economic diversification, ensure appropriate location, and maximize growth opportunities, while retaining and expanding existing businesses (6-P-12). Further, as the City may enter into operating agreements with potential commercial cannabis businesses that allow for a marijuana business tax rate of up to 10% on all cannabis-related transactions, the City will potentially see additional General Fund revenues, which will help the City reach and maintain the goal of a ratio of 1.8 sworn police officers per 1,000 residents (Policy 10-P-39).

7. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed text amendment to the use classification definition of “food and drug processing” is procedural in nature, and intended to clarify how commercial cannabis businesses are classified, and will not permit these uses in any zoning district in which they are not currently allowed or alter any development standards which would

substantially alter the character of the zone districts in which these uses are permitted. Further, the allowed use of cannabis will not result in a substantial change to the type of raw materials or products produced by these types of businesses.

8. There is a community need for the proposed amendments, in that recent studies have shown medical and nonmedical products that contain cannabis can have positive health benefits, and the increased production and availability of these products will potentially allow the community to more readily obtain effective treatments. Additionally, the use of cannabis in products will allow companies to experience increased sales, adding to the tax revenue base, and creating additional job opportunities.

9. The proposed amendments will be in conformity with the public convenience, general welfare, and good zoning practice, in that businesses that proposed to utilize cannabis in product manufacturing, testing, or distribution will be required to enter into an operating agreement with the City, which allows for a maximum tax rate of 10% on all cannabis-related transactions, and will potentially provide the City with increased tax revenues, which may be used to fund services that support the general welfare of the public, such as police services and parks. Further, the proposed amendments will not permit “food and drug processing,” uses in any zoning district in which they are not currently allowed or alter any development standards which would substantially alter the character of the zone districts in which these uses are permitted.

B. The Staff Report entitled, “Introduction and Waive First Reading of an Ordinance to Amend Pittsburg Municipal Code Title 18 Related to Cannabis Regulations, AP-18-1308 (RZ),” dated May 7, 2018,is referenced hereto as additional support for findings.

SECTION 3. Decision

Based on the findings and the authority set forth above, the City Council hereby amendsPMC Title 18, as identified in the attached “Exhibit A.”

SECTION 4.Severability

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5.Effective Date

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 6.Publication

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

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on May 7, 2018, and was adopted and ordered published at a meeting of the City Council held onMay 21, 2018, by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

_____
Dwaine “Pete” Longmire, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Amend Pittsburg Municipal Code, Title 18 as follows (new text shown in underline font, and text proposed for deletion is shown in ~~strikethrough~~ font):

Chapter 18.08

USE CLASSIFICATIONS

…

Article V. Industrial Uses

…

18.08.100 Industrial use classifications.

A. Food and Drug Processing. Establishment engaged in the manufacture, processing, production, or packaging of drugs, beverages, or food products within an enclosed building. This classification includes brewery, bottler, winery, meat processing plant, candy and dairy product manufacturer, commercial medical and nonmedical cannabis businesses as defined by PMC section 18.88.010, and related activities within an enclosed building, but excludes slaughterhouse, rendering plant, cannery or tannery. Uses in this classification may provide for the incidental onsite tasting or retailing of products.

…

Chapter 18.54

INDUSTRIAL DISTRICTS (I)

…

18.54.010 IP, IL and IG district – Land use regulations.

…

	IP	IL	IG
Industrial			
Food and drug processing	U, L-175	U, L-175	U, L-175

…

L-175	Use permit required. Businesses utilizing cannabis as a primary or accessory use are not required to obtain a use permit, but shall comply with the requirements prescribed by PMC Title 5, Chapter 5.70 and Chapter 18.88 of this title. Onsite tasting, sampling, or retailing of cannabis products to or by the public is prohibited.

…

Chapter 18.88

~~MARIJUANA~~CANNABIS USES

Sections:

18.88.010 Definitions.

18.88.020 Medical ~~marijuana~~cannabis dispensaries prohibited.

18.88.030 Medical ~~marijuana~~cannabis deliveries prohibited.

18.88.035 Commercial nonmedical ~~marijuana~~cannabis businesses ~~prohibited~~allowed.

18.88.040 Commercial medical ~~marijuana~~cannabis businesses ~~prohibited~~allowed.

18.88.045 Nonmedical ~~marijuana~~cannabis deliveries prohibited.

18.88.050 Medical ~~marijuana~~cannabis cultivation prohibited.

18.88.055 Nonmedical ~~marijuana~~cannabis cultivation.

18.88.060 Violations.

18.88.010 Definitions.

"Commercial medical ~~marijuana business" means any activity licensed pursuant to~~ cannabis business" means Type 6-Manufacturer 1, Type 7-Manufacturer 2, Type 8-Testing laboratory, and Type 11-Distributor activities defined by the ~~Medical~~Medicinal and Adult-Use Cannabis Regulation and Safety Act~~,~~ ("MAUCRSA"), Business and Professions Code Section ~~19300~~ 26000 et seq~~., including but not limited to medical marijuana cultivation, distribution, manufacturing, transporting and testing.~~.

"Commercial nonmedical ~~marijuana business" means any activity licensed by~~ cannabis business" means any nonmedical Type 6-Manufacturer 1, Type 7-Manufacturer 2, Type 8-Testing laboratory, and Type 11-Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq~~., including but not limited to nonmedical marijuana cultivation, distribution, manufacturing, retail, testing, and operation of a microbusiness.~~.

"Fully enclosed and secure structure" means a space within a building that complies with the applicable building code, and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent

base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. Walls and roof must be constructed of solid materials that cannot be easily broken through, and must be constructed with nontransparent material.

"Indoors" means inside a fully enclosed and secure structure or within a private residence.

"Medical ~~marijuana~~cannabis" means ~~marijuana~~cannabis used for medical purposes in accordance with the Compassionate Use Act ~~(California~~, Health and Safety Code Section ~~11362.5),~~ 11362.5, and the ~~Medical Marijuana Program Act (California Health~~Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section ~~11362.7~~ 26000et seq~~.).~~.

"Medical ~~marijuana~~cannabis cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of ~~marijuana~~cannabis as defined in ~~California~~ Business and Professions Code Section ~~19300.5(l), as that section may be amended from time to time~~ 26000 et seq.

"Medical ~~marijuana~~cannabis delivery" means the transfer of medical ~~marijuana~~cannabis or medical ~~marijuana~~cannabis products from a medical ~~marijuana~~cannabis dispensary to a qualified patient or primary caregiver, as well as the use by a dispensary of any technology platform to arrange for or facilitate the transfer of medical ~~marijuana~~cannabis or medical ~~marijuana~~cannabis products.

"Medical ~~marijuana~~cannabis dispensary" or "dispensary" means (1) any facility, building, structure or location, whether fixed or mobile, where a primary caregiver makes available, sells, transmits, gives or otherwise provides medical ~~marijuana~~cannabis to three or more of the following: a qualified patient or a person with an identification card, or a primary caregiver, in strict accordance with ~~California~~ Health and Safety Code Section 11362.5 et seq.; or (2) any facility, building, structure or location where three qualified patients and/or persons with identification cards and/or primary caregivers meet or congregate in order to collectively or cooperatively distribute, sell, dispense, transmit, process, deliver, exchange or give away ~~marijuana~~cannabis for medicinal purposes pursuant to ~~California~~ Health and Safety Code Section 11362.5 et seq., and such group is organized as a medical ~~marijuana~~cannabis cooperative or collective as set forth in the Attorney General's guidelines. The terms "primary caregiver," "qualified patient," and "person with an identification card" shall be as defined in ~~California~~ Health and Safety Code Section 11362.5 et seq.

For purposes of this chapter, a "medical ~~marijuana~~cannabis dispensary" shall not include the following uses, as long as the location of such uses is otherwise regulated

by applicable law and complies strictly with applicable law, including but not limited to ~~California~~ Health and Safety Code Section 11362.5 et seq.:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the ~~California~~ Health and Safety Code;
2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the ~~California~~ Health and Safety Code;
3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the ~~California~~ Health and Safety Code;
4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the ~~California~~ Health and Safety Code;
5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the ~~California~~ Health and Safety Code.

"Medical ~~marijuana~~ cannabis products" means medical ~~marijuana~~ cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing ~~marijuana~~ cannabis or concentrated cannabis and other ingredients.

"Nonmedical ~~marijuana~~cannabis" means ~~marijuana~~ cannabis that is intended to be used for nonmedical purposes pursuant to Health and Safety Code Section ~~1~~11362.1 et seq. and Business and Professions Code Section 26000 et seq.

"Nonmedical ~~marijuana~~ cannabis cultivation" means the planting, growing, harvesting, drying or processing of ~~marijuana~~ cannabis plants or any part thereof pursuant to Health and Safety Code Section 11362.1 et seq.~~, as those sections may be amended from time to time.~~ and Business and Professions Code Section 26000 et seq.

"Nonmedical ~~marijuana~~ cannabis delivery" means the commercial transfer of nonmedical ~~marijuana~~ cannabis or nonmedical ~~marijuana~~ cannabis products to a person, including any technology that enables persons to arrange for or facilitate the commercial transfer of nonmedical ~~marijuana~~ cannabis or nonmedical ~~marijuana~~ cannabis products.

"Nonmedical ~~marijuana~~ cannabis products" means nonmedical ~~marijuana~~ cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing ~~marijuana~~ cannabis or concentrated cannabis and other ingredients.

“Outdoors” means any location within the city that is not within a fully enclosed and secure structure or a private residence.

“Person” means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative, or combination thereof in whatever form or character.

“Private residence” means a house, an apartment unit, a mobile home or other similar dwelling.

“Solid fence” means a fence constructed of substantial material, such as wood or metal, that prevents viewing the contents from one side to the other side of the fence.

18.88.020 Medical ~~marijuana~~cannabis dispensaries prohibited.

Medical ~~marijuana~~cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to ~~permit~~allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a medical ~~marijuana~~cannabis dispensary.

18.88.030 Medical ~~marijuana~~cannabis deliveries prohibited.

Medical ~~marijuana~~cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to ~~permit~~allow to be engaged in, conducted or carried on, in or upon any premises in the city, medical ~~marijuana~~cannabis deliveries. This section shall not be interpreted to prohibit the transportation of medical ~~marijuana~~cannabis through the city on public roads, as long as such transportation does not involve the delivery of medical ~~marijuana~~cannabis within the city.

18.88.035 Commercial nonmedical ~~marijuana~~cannabis businesses ~~prohibited~~allowed.

~~A. Commercial Nonmedical Marijuana Businesses as a Prohibited Use. A commercial nonmedical marijuana business is prohibited in all zones of the city. No permit or any other applicable license or entitlement for use, nor any business license, shall be approved or issued for the establishment, maintenance or operation of a commercial nonmedical marijuana business.~~ Commercial nonmedical cannabis businesses are subject to the permit requirements outlined in the base district applicable to the site, and subject to additional permitting requirements as outlined in PMC section 5.70.150.

18.88.040 Commercial medical ~~marijuana~~ cannabis businesses ~~prohibited~~allowed.

~~Commercial medical marijuana businesses are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises in the city, a commercial medical marijuana~~

~~business. [Ord. 16-1414 § 4, 2016.]~~Commercial medical cannabis businesses are subject to the permit requirements outlined in the base district applicable to the site, and subject to additional permitting requirements as outlined in PMC section 5.70.050.

18.88.045 Nonmedical ~~marijuana~~ cannabis deliveries prohibited.

~~A.~~ Nonmedical ~~Marijuana~~ Cannabis Deliveries as a Prohibited Use. Nonmedical ~~marijuana~~ cannabis deliveries are prohibited in all zones of the city. No permit or any other applicable license or entitlement for use, nor any business license, shall be approved or issued for the establishment, maintenance or operation of nonmedical ~~marijuana~~ cannabis deliveries.

18.88.050 Medical ~~marijuana~~cannabis cultivation prohibited.

Medical ~~marijuana~~cannabis cultivation is prohibited in the city. No person shall engage in medical ~~marijuana~~cannabis cultivation in or upon any premises or property in any district in the city.

18.88.055 Nonmedical ~~marijuana~~cannabis cultivation.

The following regulations shall apply to the cultivation of nonmedical ~~marijuana~~cannabis within the city:

A. Cultivation Not in Compliance with This Chapter. It is declared to be unlawful and a public nuisance for any person owning, leasing, occupying or having charge or possession of any parcel or premises within any zoning district in the city to cultivate nonmedical ~~marijuana~~cannabis except as provided for in this code. No person other than an individual 21 years of age or older may engage in the cultivation of nonmedical ~~marijuana~~cannabis.

B. Outdoor Cultivation. It is unlawful and a public nuisance for any person owning, leasing, occupying, or having possession of any legal parcel or premises within any zoning district in the city to cause or allow such parcel or premises to be used for the outdoor cultivation of nonmedical ~~marijuana~~cannabis.

C. Indoor Cultivation. Indoor cultivation of nonmedical ~~marijuana~~cannabis is prohibited in all zoning districts of the city, except when such cultivation occurs on a parcel or premises with an approved private residence. All cultivation must be in compliance with this chapter.

D. Indoor Cultivation in Private Residence. The indoor cultivation of nonmedical ~~marijuana~~cannabis on a parcel or premises with an approved private residence shall only be conducted within a fully enclosed and secure structure or within a residential

structure. Such cultivation shall be in conformance with the following minimum standards:

1. The primary use of the property shall be for a residence. Nonmedical ~~marijuana~~cannabis cultivation is prohibited as a home occupation.

2. All areas used for cultivation of nonmedical ~~marijuana~~cannabis shall comply with PMC Title 15 (Buildings and Construction), as well as applicable law.

3. Indoor grow lights shall not exceed 1,000 watts per light, and shall comply with the California Building, Electrical and Fire Codes as adopted by the city.

4. The use of gas products (CO2, butane, propane, natural gas, etc.) or generators for cultivation of nonmedical ~~marijuana~~cannabis is prohibited.

5. Any fully enclosed and secure structure or residential structure used for the cultivation of nonmedical ~~marijuana~~cannabis must have a ventilation and filtration system installed that shall prevent ~~marijuana~~cannabis plant odors from exiting the interior of the structure and that shall comply with PMC Title 15 (Buildings and Construction).

6. A fully enclosed and secure structure used for the cultivation of nonmedical ~~marijuana~~cannabis shall be located in the rear yard area of the parcel or premises, and must maintain a minimum 10-foot setback from any property line. The yard where the fully enclosed and secure structure is maintained must be enclosed by a solid fence at least six feet in height. This provision shall not apply to cultivation occurring in a garage.

7. Adequate mechanical locking or electronic security systems must be installed as part of the fully enclosed and secure structure or the residential structure prior to the commencement of cultivation.

8. Nonmedical ~~marijuana~~cannabis cultivation shall be limited to six ~~marijuana~~cannabis plants per private residence, regardless of whether the ~~marijuana~~cannabis is cultivated inside the residence or in a fully enclosed and secure structure. The limit of six plants per private residence shall apply regardless of how many individuals reside at the private residence.

9. The residential structure shall remain at all times a residence, with legal and functioning cooking, sleeping and sanitation facilities with proper ingress and egress. These rooms shall not be used for nonmedical ~~marijuana~~cannabis cultivation where such cultivation will prevent their primary use for cooking of meals, sleeping and bathing.

10. Cultivation of nonmedical ~~marijuana~~cannabis shall only take place on impervious surfaces.

11. From a public right-of-way, there shall be no exterior evidence of nonmedical ~~marijuana~~cannabis cultivation occurring on the parcel.

12. Nonmedical ~~marijuana~~cannabis cultivation area, whether in a fully enclosed and secure structure or inside a residential structure, shall not be accessible to persons under 21 years of age.

13. Written consent of the property owner to cultivate nonmedical ~~marijuana~~cannabis within the residential structure shall be obtained and shall be kept on the premises, and available for inspection by the chief of police or his/her designee.

14. A portable fire extinguisher, that complies with the regulations and standards adopted by the state fire marshal and applicable law, shall be kept in the fully enclosed and secure structure used for cultivation of nonmedical ~~marijuana~~cannabis . If cultivation occurs in a residential structure, the portable fire extinguisher shall be kept in the same room as where the cultivation occurs.

18.88.060 Violations.

A. Violation of this chapter is hereby declared a public nuisance.

B. Nothing in this chapter in any way limits any remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this chapter. Such remedies include, but are not limited to, injunctive relief and administrative citations.