CITY OF PITTSBURG
AGENDA

AUGUST 02, 2021

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

CLOSED SESSION
5:30 P.M.

REGULAR MEETINGS
7:00 P.M.

CITY COUNCIL
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II
SUCCESSOR AGENCY

PRESIDING

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

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

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

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

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

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

To Participate in Public Comment During the Meeting:

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

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

AUDIENCE REMARKS

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

5:30 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

   City designated representatives: Garrett Evans, Stacy Shell, Charles Sakai, Sloan Sakai Yeung & Wong LLP

   Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

   Unrepresented employees: Management Group; Senior Executive Team

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

   City designated representatives: Stacy Shell, Municipal Resource Group, LLC

   Unrepresented employee: City Attorney

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957:

   City Attorney

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATION

4. National Night Out

PRESENTATION

5. Contra Costa Fire District Update

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)

COMMITTEE REPORTS

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

PUBLIC COMMENTS

See Public Advisory.

CITY COUNCIL MEETING

PUBLIC HEARING

6. Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits

   This is a continued public hearing on a request for City Council approval of comprehensive amendments to City of Pittsburg Municipal Code (PMC) Titles 5 and 18 related to commercial cannabis business permitting. The proposed updates would facilitate the expansion of the types of cannabis businesses allowed, including uses such as retail, cultivation, and microbusinesses, as well as the process and standards for business approval. On June 22, 2021, the Planning Commission adopted Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. This item also includes consideration of a resolution establishing the allowable number of commercial cannabis permits within the City limits.

CONSIDERATION

7. Introduction and Waive Further Reading of an Ordinance Amending Pittsburg Municipal Code Chapter 9.20 Fireworks to Increase Fine and Expand Violations

   Staff recommends amending Pittsburg Municipal Code Chapter 9.20 on fireworks to increase the fine for any violation to $1,000 and expand violations to responsible parties as defined.

CONFLICT OF INTEREST STATEMENT

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

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

8. Minutes of July 19, 2021

9. Adoption of a City Council Resolution Selling to the Pittsburg Power Company and a Pittsburg Power Company Resolution Purchasing and Accepting from the City the Northwest Corner of Railroad Avenue and Civic Avenue (APN 086-100-015)

The City proposes to sell to the Pittsburg Power Company (PPC), and PPC proposes to purchase the from the City the northwest corner of Railroad Avenue and Civic Avenue, also known as Contra Costa County Assessor's Parcel Number 086 100-015 (Property) in anticipation of opportunities for PPC to expand its electrical service operations.

10. Adoption of a City Council Resolution Accepting Plans and Specifications, and Awarding Contract for Construction of Project 5004 E 9th Street Water and Sewer Improvements Project

    The East 9th Street Water and Sewer Improvements Project ("the Project") is for the replacement of water and sewer pipelines on East 9th Street between Cumberland Street and Los Medanos Street. Adoption of this resolution will accept plans and specifications, and award a construction contract to California Trenchless, Inc. from Hayward as the lowest responsible, responsive bidder.

11. Adoption of a City Council Resolution to Amend Staffing Allocation for Fiscal Year 2021/2022

    The City Manager recommends amending the staffing allocation plan by removing one (1) Assistant to the City Manager, one (1) City Engineer, and one (1) Director of Community Services and adding two (2) Deputy City Managers and one (1) Director of Public Works.

12. Adoption of a City Council Resolution Approving a Project to Track City Expenses Related to Homelessness, Allocate Funds and Award a Contract for Park Security Patrol Services to Northpoint Security Services of Oakley, California

    This resolution will authorize establishment of a project with an approved initial budget of $250,000 for City expenses related to homelessness and authorize the City Manager to execute an agreement with Northpoint Security Services for overnight security patrols at several City parks.

13. Adoption of a City Council Resolution to Authorize Execution of a Construction Contract for the California Theatre Balcony Level Occupancy Project and Related Improvements

    Project 1200, the California Theatre Balcony Level Occupancy Project, is for the rehabilitation of the balcony level to include installation of seating, installation of incline lift from lower balcony to upper balcony, carpet with fixed and ADA seating, and egress lighting at the balcony level (collectively, the "Project"). If approved, the Resolution will authorize the execution of a construction contract (Contract) with BHM Construction, Inc.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

COUNCIL MEMBER REMARKS

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

ADJOURNMENT to August 16, 2021

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

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

Updated March 1, 2021

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
ABAG	Merl Craft / Holland White Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2nd Wednesday	R. Abono
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	Monthly	Planning
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual	R. Abono
MCE Clean Energy Board	Shanelle Scales-Preston / Holland White Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Holland White / Juan Banales Alternate	Standing	2nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht

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

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
City Council Policy and Procedures Review	Juan Banales & Merl Craft	Ad Hoc	As needed	G. Evans
City Infrastructure and Transportation	Holland White & Juan Banales / S. Scales-Preston Alt.	Standing	Ad needed	G. Evans
Community Services Subcommittee	Merl Craft & Shanelle Scales-Preston / Juan Banales Alt.	Standing	As needed	M. Aliotti
Constituent Management Services	S. Scales-Preston & Juan Banales / Holland White Alt.	Ad Hoc	As needed	G. Evans
Government Performance Subcommittee	Holland White & Juan Banales	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Standing	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	As needed	J. Davis
Finance Subcommittee	Juan Banales & Holland White / Jelani Killings Alt.	Standing	As needed	FINANCE
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Standing	As needed	J. Hecht
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	Monthly	B. Addington
Power Company Advisory	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	As needed	D. Buchanan
Public Safety Subcommittee	Holland White & Shanelle Scales-Preston	Standing	As needed	B. Addington
Sister City Committee	Jelani Killings & Merl Craft / Holland White Alt.	Standing	As needed	K. Simonton

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

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

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

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

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

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

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

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

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

NATIONAL NIGHT OUT 2021
August 3, 2021

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 3, 2021 entitled "National Night Out;" and

WHEREAS, the 38th Annual National Night Out provides a unique opportunity for the City of Pittsburg to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Neighborhood Watch Crime Prevention Program plays a vital role in assisting the Pittsburg Police Department through joint crime, drug and violence prevention efforts in the City of Pittsburg and is supporting "National Night Out 2021" locally; and

WHEREAS, it is essential that all citizens of Pittsburg be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Pittsburg; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program; and

WHEREAS, a celebration is planned for Neighborhood Watch Groups in the City of Pittsburg at Small World Park from 5:00 p.m. until 8:00 p.m. on August 3, 2021;

NOW, THEREFORE, I, Merl Craft, Mayor of the City of Pittsburg, on behalf of the entire City Council, hereby call upon all citizens of Pittsburg to join in the National Association of Town Watch in supporting the "38th Annual National Night Out" on August 3, 2021.

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

August 3, 2021

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits

MEETING DATE: August 2, 2021

EXECUTIVE SUMMARY

This is a continued public hearing on a request for City Council approval of comprehensive amendments to City of Pittsburg Municipal Code (PMC) Titles 5 and 18 related to commercial cannabis business permitting. The proposed updates would facilitate the expansion of the types of cannabis businesses allowed, including uses such as retail, cultivation, and microbusinesses, as well as the process and standards for business approval. On June 22, 2021, the Planning Commission adopted Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. This item also includes consideration of a resolution establishing the allowable number of commercial cannabis permits within the City limits.

FISCAL IMPACT

The proposed amendments would be the first step in allowing commercial cannabis retail and cultivation, among other commercial cannabis uses. Staff anticipates each cannabis business that involves retail cannabis uses would generate between $550,000 and $650,000 annually in combined cannabis business taxes, sales tax, and Measure M sales tax. Staff estimates each cultivation, manufacturing, and/or distribution business would generate over $100,000 annually. These dollars would all support the City's General Fund.

RECOMMENDATION

City Council open the public hearing, take public comment, close the public hearing, and take the following actions:

1. Introduce, waive further reading, and pass to second reading, the attached ordinance approving amendments to Titles 5 and 18 of the PMC related to commercial cannabis business permitting; and

2. Adopt a resolution establishing the allowable number of commercial cannabis permits.

BACKGROUND

In 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry. On October 3, 2016, the City Council adopted amendments to Titles 5 and 18 of the PMC to both regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes and banned the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation.

On November 8, 2016, the voters of the State of California voted to approve Proposition 64, which legalized the adult use of cannabis within the state. Pittsburg voters also supported Proposition 64, with 61% voting in support of the measure. At this time, Pittsburg voters also approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should 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 68% to 31.7%. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions.

In 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state’s licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019.

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. These amendments, currently in effect, limit the types of commercial cannabis businesses to those designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors). Commercial entities seeking to manufacture cannabis-related products would be required to obtain a commercial cannabis permit, which is subject to City Council approval, and is mandated to include: 1) a Business Operating Agreement, which would set forth the terms and conditions under which the commercial medical cannabis business would operate; 2) a Business Operating Plan; and 3) a Business Security Plan approved by the Chief of Police. The total number of commercial cannabis permits that may be issued within the City is limited to nine medical and nine non-medical. Cultivation, dispensaries, and retail deliveries of cannabis in the City of Pittsburg remain prohibited. On June 4, 2018, the City Council adopted Ordinance No. 18-1448, amending PMC Title 18 to specify how cannabis uses were defined and zone districts in which they would be allowed to operate.

Similar to state law at the time, in 2018, the City chose to require a 600-foot radius between cannabis businesses and schools, parks, youth centers, day cares, and libraries. In 2019, the City Council adopted Ordinance No. 19-1465 to: 1) specify how required distances between cannabis businesses and potentially sensitive uses are measured; 2) clarify definitions of specific potentially sensitive uses; and 3) establish a minimum distance of 1,000 feet between cannabis dispensaries and potentially sensitive uses, in the event cannabis dispensaries are allowed in the future.

On March 22, 2021, the City Council held a workshop to discuss the City's cannabis policy. During the workshop, the City Council voiced general support for amending the PMC to allow for additional cannabis business types, including retail, cultivation, and microbusinesses, and identified preliminary areas where these businesses would be appropriate. The City Council also discussed the types of "sensitive uses" (i.e. uses that would be considered generally incompatible with cannabis businesses) that should be buffered from cannabis businesses.

During the workshop, the City Council received a presentation from staff which included an overview of the types of zoning districts being considered for cannabis retail, cultivation, and microbusinesses to solicit feedback. While it was generally agreed that uses such as manufacturing, distribution, testing laboratories, cultivation, and microbusinesses (which generally must include a cultivation and/or manufacturing component) should remain in areas normally reserved for industrial users, there was a lengthy discussion regarding the best areas to locate stand-alone cannabis retail users. Further description of this discussion is provided in the "Analysis" section of this report.

On June 22, 2021, the Planning Commission held a duly noticed public hearing and voted 6-0 (with one absent) to adopt Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. As part of the Planning Commission's recommendation, four specific edits were requested from the dais, including: 1) cultivation businesses utilize recycled water to the greatest extent possible; 2) the time period for which a prior conviction related to cannabis would disqualify an applicant be consistent with state law; 3) microbusinesses be included in the required 1,000-foot buffer from schools; and 4) an appeal process for administrative decisions made by the City Manager or Chief of Police following approval of a commercial cannabis permit be set forth within the PMC. Staff's analysis of these additions is provided within the analysis section, below.

On July 19, 2021, the City Council opened the public hearing. With there being no one requesting to speak, the Coty Council left the public hearing open, and continued the public hearing to the August 2, 2021 meeting.

General Plan: The proposed amendments are consistent with the 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. The proposed changes which would potentially allow businesses to utilize cannabis commercially are consistent with General Plan Economic Development goals and policies that call for maintaining and enhancing an attractive climate for conducting business in Pittsburg (6-G-4) and efficient licensing and development permitting procedures and regulations (6-P-6). The amendments would 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). Lastly, as the City would 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 would potentially see increased General Fund revenues.

Zoning: California Government Code sections 65853–65855, and PMC sections 18.48.010–18.48.060, identify the procedures for processing zoning amendments. As identified in these code sections, the Planning Commission is the recommending body for zoning changes, with final decision-making authority assigned to the City Council. Pursuant to PMC Section 18.16.020 and 18.48.030, specifically, the Planning Commission shall include written findings to support any recommendation it makes to the City Council to amend the Municipal Code.

Required Findings: In order to approve an amendment to the Zoning Ordinance, the City Council must find (in accordance with PMC Section 18.48.030) that:

1. The changes proposed are consistent with the objectives, policies, general land uses, and programs specified in the General Plan.
2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed.
3. A community need is demonstrated for the change proposed.
4. Its adoption will be in conformity with public convenience, general welfare and good zoning practice.

Environmental: This project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment.

The amendments proposed are procedural in nature and would not materially change the type of uses permitted within any areas of the City, but rather create specific definitions for similar businesses utilizing cannabis. Other amendments to Chapter 18.88 are intended only to provide clarity as to the required procedures for approving these uses and would 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 would be subject to approval of a Commercial Cannabis Permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.

Public Notice: On or prior to July 9, 2021, notice of the July 19, 2021, public hearing to consider this item was posted at City Hall and on the ‘public notices’ page of the City’s website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091.

While not required, on or prior to July 23, 2021, notice of the August 2, 2021, continued public hearing to consider this item was posted at City Hall and on the ‘public notices’ page of the City’s website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was

mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091.

SUBCOMMITTEE FINDINGS

In July 2020, the Land Use Subcommittee met to discuss potential proposals related to cannabis retail within the City. The Land Use Subcommittee recommended a workshop be held to gain feedback from all members of the City Council.

STAFF ANALYSIS

Proposed Project: The proposed amendments would revise PMC Title 18 and the City's commercial cannabis policy to allow the operation of retail (which include delivery services), cultivation, and microbusinesses. Key changes include:

- elimination of differentiation between medical and non-medical commercial cannabis businesses;
- creation of use classifications for "cannabis delivery;" "cannabis retail;" 'cannabis testing laboratory;" "cannabis manufacturing;" "cannabis cultivation," including "indoor," "outdoor," and "mixed light;" "cannabis distribution;" and "cannabis microbusinesses":
- revision of "food and drug processing," use classification to remove reference to commercial medical and non-medical cannabis businesses and applicable Limitations;
- revision to PMC 18.52.010 Schedule A to add "cannabis delivery," and "cannabis retail," as uses potentially permitted within the Community Commercial (CC) and Service Commercial (CS) districts, subject to limitations;
- revision to PMC 18.54.010 Schedule A to add "cannabis delivery," "cannabis retail," "cannabis manufacturing," "cannabis microbusiness," "cannabis distribution," and "cannabis cultivation – indoor," as uses potentially permitted within all industrial districts, subject to limitations;
- amendments to definitions within Chapter 18.88, including those of "cannabis" and "commercial cannabis business;"
- specifications on application and approval procedures for commercial cannabis permits, including establishing required findings for permit approval and findings the City Council may make to deny an application;
- establishment of buffer areas surrounding sensitive uses;
- cannabis permit holder qualifications;
- performance standards for all cannabis businesses; and
- various further amendments to Chapter 18.88 to ensure internal consistency for allowable uses.

In addition, amendments to Title 5 are proposed to ensure internal consistency while also eliminating duplication. Further, Title 5 would be amended to specify the City Council may, by resolution, adopt a maximum number of commercial cannabis permits allowed within the City. The proposed amendments to the PMC would apply Citywide, though the proposed amendments do limit the areas in which these commercial cannabis businesses could operate consistent with the direction of the City Council.

Analysis: The proposed amendments have been developed with feedback from the City Council, specifically during the workshop held on March 22, 2021, as well as discussions

amongst the Land Use Subcommittee, staff research, stakeholder feedback, past voting results, and comments during multiple public meetings.

The proposed amendments to expand the range of allowable cannabis businesses is considered an economic development initiative, as well as a way to help provide community members with access to products increasingly seen as viable and popular health products. Since Californians approved Prop 64 in 2016, legal cannabis businesses have been contributing to the economic development goals common amongst cities, such as employment growth, business expansion, economic diversification, and reinvestment in blighted areas.

Perhaps the most significant way cannabis would potentially impact the local economy is via increased tax revenue. In addition to the standard Bradly Burns tax paid on all retail sales, these transactions would also be subject to the Measure M half-cent sales tax, and the voter approved cannabis tax, likely to range between four and five percent. These funds would bolster the general fund, and would be spent on economic development programs, public safety enhancements, or community programming.

From a job creation perspective, multiple cannabis businesses such as retailers, cultivation facilities, and microbusinesses would bring new, well-paying jobs that often include full benefits, paid time off, and potential for advancement. As described by Marc Doussard in the Journal of Planning and Research (2017) labor-intensive goods such as cannabis, which require constant monitoring and care, generate net job growth. Cannabis businesses also tend to cluster in cities and regions, and, along with the fact that interstate transport of cannabis remains prohibited, shifts local consumer spending from imported consumer goods to locally produced goods and services that draw highly skilled employees. These reinvestments in community and consumption-driven development would also have positive secondary and tertiary effects, such as creating a place that is seen as appealing to professionals as well as new industries centered around local consumption. Researchers have estimated that this type of development may help promote a growing interest in arts, innovation, artisanal industries, and the popularizing of initiatives like urban agriculture (Doussard 2017).

Cannabis businesses, and retail in particular, also have the potential to increase reinvestment in blighted areas. The International City/County Management Association (ICMA) has published case studies that show commercial and industrial areas that have been recently underutilized are more marketable and receive significant reinvestment, including façade enhancements and public improvements (ICMA 2018). Other cities within Contra Costa County and the State have seen land-standing vacant and blighted buildings along major thoroughfares updated with modern designs by cannabis companies, which are competing for customers seeking a safe and enjoyable shopping experience without and stigma.

As mentioned, during the workshop the City Council indicated general support for expanding the types of allowable commercial cannabis businesses to include retail (which includes delivery), cultivation, and microbusinesses (defined as a cannabis business which includes three of the four following components: retail, delivery, cultivation of less than 10,000 square feet of canopy, and manufacturing). Staff further provided several areas for consideration in which cannabis businesses could operate. The City Council supported limiting the areas where non-retail businesses would be allowed to operate to four industrial areas. Regarding the question of where to allow retail, the City Council discussed whether to allow these types of cannabis businesses in areas designed for retail businesses and

housing similar uses. The benefits of allowing cannabis retail in these areas mentioned during the workshop include adequate lighting for safety purposes, relatively high levels of parking, high visibility, ease of access for patrons and public safety personnel, safe and reliable infrastructure such as roadways and driveways, surrounding uses that could both support and be supported by new businesses, and anticipated success of retailers in these areas versus industrial areas. However, it should be noted that, based on results of neighboring communities, staff believes industrial areas would also have significant draw to customers, and cannabis businesses in these areas would be successful. Drawbacks mentioned during the meeting largely surrounded the location of existing commercial centers along arterials traveled by youth to sensitive uses, and as such, commercial areas along roads like Railroad Avenue, Harbor Street, Leland Road, California Avenue, and Loveridge Road are not proposed as areas where commercial cannabis retailers would be able to locate, while areas such as the North Park Shopping Center would be.

Additionally, during the workshop, the City Councilmembers in attendance reviewed the list of "sensitive uses," and staff presented maps showing the locations of schools, parks, the library, and childcare facilities, as well as houses of worship which are not currently listed sensitive uses. The proposed amendments would maintain the existing required 600-foot buffer distance between cannabis businesses and sensitive uses, as well as require a 1,000-foot buffer between retailers and schools, consistent with the requirements currently in place for smoke shops and smoking lounges. While staff has not proposed the addition of houses of worship to the list of sensitive uses, the proposed cannabis business areas are not proximate to sensitive uses or houses of worship.

The City Council also indicated they wanted to see reciprocation in the required buffers, meaning sensitive uses not be allowed within 600 feet of established cannabis businesses. While certain statutes may prevent the City from implementing formal buffers banning these uses in several instances, staff would note that in the Industrial Districts, schools and libraries are not permitted, while day cares are only allowed as ancillary to a business for employee use, and religious assemblies and youth centers are only permitted in the IP district with a use permit, but are otherwise prohibited; in the CS and CC District, private schools, youth centers, religious assemblies in spaces large enough to allow for 50 persons, and day cares require a use permit, while public schools, parks, and libraries are permitted but under the development control of the City, County, or local school district, minimizing impacts.

Planning Commission Recommendation: During the public hearing before the Planning Commission on June 22, 2021, the Planning Commission included, as part of the motion to adopt a resolution recommending City Council adoption of the proposed amendments, included changes to staff's proposal. The changes recommended and included within the adopted Planning Commission Resolution are summarized below, along with staff's response:

1) Cultivation businesses utilize recycled water to the greatest extent possible. Staff recommends omitting this requirement. The amount of recycled water available from the Delta Diablo Sanitation District can vary throughout the seasons, and the recycled water that is available is often spoken for and used. Further, recycled water may not meet standards required for human consumption. Staff believes a more appropriate measure would be to require companies utilize water saving techniques during cultivation. Staff also believes this is best required as part of each operating agreement where nuances can be addressed, rather than as a standard contained within the municipal code.

2) The time period for which a prior conviction related to cannabis would disqualify an applicant be consistent with state law. Staff recommends including this proposed change, and reducing the lookback period for previous conviction from 20 years to 7 years, which is more consistent with regulations considered by the Bureau of Cannabis Control (BCC) in December 2020. AB 2138, signed into law by the Governor in 2018, is intended to remove some of the licensing and employment barriers that those with prior criminal convictions or disciplinary actions often encounter if they can demonstrate rehabilitation. AB 2138, which amended sections 480 and 482 of the BPC, established extensive criteria which allows the bureau to deny a license, but also allows for to consider, when determining whether to deny, suspend, or revoke a license, whether an applicant or licensee has made a showing of rehabilitation, if the person has either completed the criminal sentence without a parole or probation violation, or if the person is rehabilitated based on the bureau's rehabilitation criteria. Further, in order to ensure consistency with the state, the requirement that applicants disclose prior conviction history as part of the City's application process has been removed. Staff would note that any prior convictions would still surface during the background check conducted by the Police Department, but would ensure confidential information remain protected.

3) Microbusinesses be included in the required 1,000-foot buffer from schools. Staff recommends omitting this requirement. As proposed, microbusinesses would only be allowed within industrial areas, where schools are not allowed. Several industrial areas may be within 1,000 of schools, yet buffered by significant physical barriers, such as State Route 4. Staff would also note, the City Council would retain the ability to review each proposal on a case-by-case basis, and will have an opportunity to review each proposal and address concerns regarding distances at that time.

4) An appeal process for administrative decisions made by the City Manager or Chief of Police following approval of a commercial cannabis permit be set forth within the PMC. Staff recommends omitting this requirement. A key consideration of the approval of cannabis businesses is the ability of the City Manager and Chief of Police to address significant concerns promptly and at the sole cost of the licensee in order to protect public safety and the financial health of the City. Additionally, requirements that may be imposed could pertain to the specifics of a security plan of a business, which should not be discussed in public. Licensees would also be entering into these agreements at their own volition, and will have normal courses of action at their disposal, should they disagree with a requirement imposed by the City. Agreements would also be reviewed annually, at which time licensees would have the ability to discuss the requirements imposed.

ATTACHMENTS:

1. Ordinance
2. Resolution
3. Planning Commission Resolution No. 10170
4. Public Hearing Notice
5. Public Hearing Notice – Continued Public Hearing

Report Prepared By: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting	))))	ORDINANCE NO. 21-1940

The Pittsburg City Council DOES ORDAIN as follows:

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, in 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry.; and

WHEREAS, on October 3, 2016, the City Council adopted amendments to Titles 5 and 18 of the PMC to both 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; and

WHEREAS, on November 8, 2016, the voters of the State of California voted to approve Proposition 64, which legalized the adult use of cannabis within the state. Pittsburg voters also supported Proposition 64, with 61% voting in support of the measure. At this time, Pittsburg voters also approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should 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 68% to 31.7%. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions; and

WHEREAS, in 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019; and

WHEREAS, 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. These amendments, currently in effect, limit the types of commercial cannabis businesses to those designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors). Commercial entities seeking to manufacture cannabis-related products would be required to obtain a

commercial cannabis permit, which is subject to City Council approval, and is mandated to include: 1) a Business Operating Agreement, which would set forth the terms and conditions under which the commercial medical cannabis business would operate; 2) a Business Operating Plan; and 3) a Business Security Plan approved by the Chief of Police. The total number of commercial cannabis permits that may be issued within the City is limited to nine medical and nine non-medical. Cultivation, dispensaries, and retail deliveries of cannabis in the City of Pittsburg remain prohibited; and

WHEREAS, on June 4, 2018, the City Council adopted Ordinance No. 18-1448, amending PMC Title 18 to specify how cannabis uses were defined and zone districts in which they would be allowed to operate; and

WHEREAS, similar to state law at the time, in 2018, the City chose to require a 600-foot radius between cannabis businesses and schools, parks, youth centers, day cares, and libraries. In 2019, the City Council adopted Ordinance No. 19-1465 to: 1) specify how required distances between cannabis businesses and potentially sensitive uses are measured; 2) clarify definitions of specific potentially sensitive uses; and 3) establish a minimum distance of 1,000 feet between cannabis dispensaries and potentially sensitive uses, in the event cannabis dispensaries are allowed in the future; and

WHEREAS, in July 2020, the Land Use Subcommittee met to discuss potential proposals related to cannabis retail within the City. The Land Use Subcommittee recommended a workshop be held to gain feedback from all members of the City Council; and

WHEREAS, on March 22, 2021, the City Council held a workshop to discuss the City's cannabis policy. During the workshop, the City Council voiced general support for amending the PMC to allow for additional cannabis business types, including retail, cultivation, and microbusinesses, and identified preliminary areas where these businesses would be appropriate. The City Council also discussed the types of "sensitive uses" (i.e. uses that would be considered generally incompatible with cannabis businesses) that should be buffered from cannabis businesses. During the workshop, the City Council received a presentation from staff which included an overview of the types of zoning districts being considered for cannabis retail, cultivation, and microbusinesses to solicit feedback. While it was generally agreed that uses such as manufacturing, distribution, testing laboratories, cultivation, and microbusinesses (which generally must include a cultivation and/or manufacturing component) should remain in areas normally reserved for industrial users, there was a lengthy discussion regarding the best areas to locate stand-alone cannabis retail users; and

WHEREAS, PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed changes to zoning text amendments; and

WHEREAS, on June 22, 2021, the Planning Commission held a duly noticed public hearing to consider recommendation for City Council approval of amendments to PMC Titles 5 and 18 related to commercial cannabis businesses and voted 6-0 (with one absent) to adopt Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. While amendments to Title 5, which deals with business licensing, do not require a Planning Commission recommendation, as the proposed amendments are substantially related, these amendments were included in the

Planning Commission recommendation; and

WHEREAS, in order to adopt a zoning text amendment, and in accordance with PMC sections 18.16.020 and 18.48.030, the City Council must find that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;

2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;

3. there is a community need for the change proposed; and

4. the change will be in conformity with the public convenience, general welfare, and good zoning practice.; and

WHEREAS, on or prior to July 9, 2021, notice of the July 19, 2021, public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091; and

WHEREAS, on July 19, 2021, the City Council of the City of Pittsburg held a duly noticed public hearing to consider the adoption of amendments to PMC Titles 5 and 18 related to commercial cannabis businesses. Due to all City Council members not being present, the City Council opened the public hearing, took public comment, and continued the public hearing to the August 2, 2021 meeting; and

WHEREAS, while not required, on or prior to July 23, 2021, notice of the August 2, 2021, continued public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091; and

WHEREAS, on August 2, 2021, the City Council of the City of Pittsburg continued the duly noticed public hearing to consider the adoption of amendments to PMC Titles 5 and 18 related to commercial cannabis businesses.

NOW, THEREFORE, the City Council of the City of Pittsburg does ORDAIN as follows:

(new language shown in bold italic, deleted language shown in strikethrough)

SECTION 1. Findings.

A. The City Council finds that each fact set forth in the preceding recitals is true and

correct and incorporated by reference.

B. Based on the City Council staff report entitled, "Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits,'" dated August 2, 2021, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

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

2. This project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The amendments proposed are procedural in nature and would not materially change the type of uses permitted within any areas of the City, but rather create specific definitions for similar businesses utilizing cannabis. Other amendments to Chapter 18.88 are intended only to provide clarity as to the required procedures for approving these uses and would 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 would be subject to approval of a Commercial Cannabis Permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.

3. 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.

4. 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 allow commercial cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement, within certain areas of the City.

5. The proposed amendments are consistent with the 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. The proposed changes which would potentially allow businesses to utilize cannabis commercially are consistent with General Plan Economic Development goals and policies that call for maintaining and enhancing an attractive climate for conducting business in Pittsburg (6-G-4) and efficient licensing and development permitting procedures and regulations (6-P-6). The amendments would 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). Lastly, as the City would 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 would potentially see increased General Fund revenues.

6. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed text amendments will not permit any specific type of cannabis uses in any zoning district in which similar uses 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. Additionally, 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, and mandatory buffers from sensitive uses will be required.

7. There is a community need for the proposed amendments, in that 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.

6. 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 for retail sales, cultivation, product manufacturing, testing, or distribution, or any combination of these uses, 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, no development standards will be substantially altered as to change the character of the zone districts in which these uses are permitted.

C. The Staff Report entitled, "Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial

Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits,'" dated August 2, 2021, is referenced hereto as additional support for findings.

SECTION 2. The title of Chapter 5.70 is hereby amended to read as follows:

CANNABIS ***BUSINESSES*** ~~DISPENSARIES, BUSINESSES AND DELIVERIES~~

SECTION 3. Article I of Chapter 5.70 is hereby repealed.

SECTION 4. Article II of Chapter 5.70 is hereby amended to read as follows:

Article II. ~~Nonmedical~~ Cannabis ***Businesses***

5.70.110 Purpose.

A. In enacting this article, it is the intent of the city council to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of cannabis, and the city council finds that sanctioning the opening or establishment of ~~nonmedical~~ cannabis collectives, cooperatives, and dispensaries, or allowing the delivery of ~~nonmedical~~ cannabis within the city would be inconsistent with federal law. However, the city acknowledges that state law allows commercial ~~nonmedical~~ cannabis businesses, and that certain commercial ~~nonmedical~~ cannabis businesses that operate in accordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the communities in which they operate.

~~B. Furthermore, the city council finds that nonmedical cannabis dispensaries are public nuisances in that many violent crimes have been committed that can be traced back to the proliferation of cannabis dispensaries, including armed robberies and murders. Increased noise and pedestrian traffic, including nonresidents in pursuit of cannabis, and out-of-area criminals in search of prey, are commonly encountered near or outside cannabis collectives, cooperatives and dispensaries. The city council further finds that it is reasonable to conclude that cannabis deliveries are likely to cause many of these same adverse impacts.~~

~~C. Therefore, in order to protect the integrity of the city and the goals upon which this city was founded, the city council finds that it is in the best interest of the residents of the city to prohibit nonmedical cannabis collectives, cooperatives and dispensaries, and cannabis deliveries, and only allow certain commercial cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement.~~

~~D~~***B***. The purpose of this article is to ~~prohibit cannabis collectives, cooperatives and dispensaries from being opened or established in the city of Pittsburg, as well as prohibiting nonmedical cannabis deliveries from occurring in the city of Pittsburg, while also allowing~~ ***establish*** ~~certain~~ ***regulations for*** commercial ~~nonmedical~~ cannabis businesses to operate ~~subject to requirements~~ ***as*** set forth in this article. Nothing in this article shall be deemed to allow or authorize any use or activity

which is ***not expressly permitted by this article and is*** otherwise prohibited by any state or federal law.

5.70.120 Definitions.

The following words and phrases, whenever used in this article, shall be construed as hereafter set out, unless it is apparent that they have a different meaning:

A. “City” means the city of Pittsburg.

B. “Commercial ~~nonmedical~~ cannabis business” means ~~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.~~ ***business engaged in commercial activity involving cannabis and holding one or more state licenses. A single commercial cannabis business may hold multiple state licenses under a single city commercial cannabis permit.***

C. “~~Nonmedical c~~Cannabis” ***shall have the same meaning as set forth in California Health and Safety Code Section 11018, et seq. Consistent with state law, it does not include industrial hemp, as defined in Health and Safety Code Section 11018.5.*** ~~includes marijuana and means any or all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not, the seeds thereof, the resin or separated resin, whether crude or purified, extracted from any party of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. means cannabis that is intended to be used for nonmedical purposes pursuant to Business and Professions Code Section 26000 et seq.~~

D. “~~Nonmedical c~~***C***annabis delivery” ~~means the commercial transfer of nonmedical cannabis or nonmedical cannabis products from a nonmedical cannabis dispensary to a person, as well as the use by a dispensary of any technology platform to arrange for or facilitate the transfer of nonmedical cannabis or nonmedical cannabis products.~~ ***shall have the same meaning as set forth in PMC section 18.08.080.***

E. “~~Nonmedical c~~***C***annabis ~~dispensary~~***retail***” or “***Retail***~~dispensary~~” ~~means any retail business that~~ Commercial cannabis activity that is required to possess a “Type 10 – Retailer” or “Type 12 Microbusiness” under Business and Professions Code Section 260050 et seq. ***shall have the same meaning as set forth in PMC section 18.08.080.***

F. “~~Nonmedical c~~***C***annabis product***(***s***)***” means***, consistent with state law,*** ~~nonmedical~~ ***unprocessed cannabis plant material and/or*** 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 cannabis or concentrated cannabis and other ingredients.

G. ***“Licensee” means any person or business with a commercial cannabis permit and Operating Agreement approved by the city.***

H. "Person" means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative, or combination thereof in whatever form or character.

5.70.130 ~~Nonmedical cannabis dispensaries prohibited~~ ***Reserved***.

~~Nonmedical cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a nonmedical cannabis dispensary.~~

5.70.140 ~~Nonmedical cannabis deliveries prohibited~~ ***Reserved.***

~~Nonmedical cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, nonmedical cannabis deliveries. This section shall not be interpreted to prohibit the transportation of nonmedical cannabis through the city on public roads, as long as such transportation does not involve the delivery of nonmedical cannabis within the city.~~

5.70.150 Commercial ~~nonmedical~~ cannabis businesses allowed.

~~Commercial nonmedical cannabis businesses are allowed in the city, pursuant to the requirements set forth in this article. All commercial nonmedical cannabis businesses must obtain a city business license, a city nonmedical cannabis permit, and a state license prior to operation, and also enter into an operating agreement with the city. Only Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor, as defined by Business and Professions Code Section 26000 et seq., shall be allowed and permitted by the city. The city council may, at its discretion, issue up to nine commercial nonmedical cannabis permits. This number may be changed at a later time by resolution of the city council. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, a commercial nonmedical cannabis business without complying with the requirements of this article.~~

No commercial cannabis business is allowed in the city, except in compliance with the requirements set forth in this article and all applicable provisions of the Pittsburg Municipal Code. Prior to operation, a commercial cannabis business must obtain a city business license, one or more city cannabis permits, all necessary state licenses, and enter into an operating agreement with the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, a commercial cannabis business without complying with the requirements of this article.

The city council may by resolution establish and/or modify the number and type of future commercial cannabis businesses allowed within the city, including establishing moratoria.

5.70.160 ~~Commercial nonmedical cannabis permit~~ ***Reserved***.

~~A. It shall be unlawful for any person to operate a commercial nonmedical cannabis business without a commercial nonmedical cannabis permit, issued by the city, under the terms and conditions set forth in this article.~~

~~B. Each commercial nonmedical cannabis permit shall expire five (5) years from its date of issuance. Renewal of the permit shall be subject to city council approval, which must be obtained at a duly noticed, open and public meeting. City shall have the right to charge an administrative fee to the commercial nonmedical cannabis permit holder, to compensate city for its reasonable and actual costs to evaluate the permit renewal.~~

~~C. The commercial nonmedical cannabis permit is not transferable, unless approved in writing by the City Manager. and a Any attempt to assign or transfer the permit without prior written consent from the City Manager shall render the permit null and void.~~

~~D. No commercial nonmedical cannabis business shall be located within 600 feet of an existing school (as defined by PMC 18.08.060(V)), general day care (as defined by PMC 18.08.060(F)), club or lodge (as defined by PMC 18.08.060(B)) used exclusively as a youth center, city-owned park space which is open to the public, or library, as measured from the main entrance of the business to the nearest access point of the other use, following the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails. However, in no event shall a commercial nonmedical cannabis dispensary providing cannabis products to the end user be located less than 1,000 feet from any of the uses described above, as measured by the shortest direct line distance between the subject parcel lines. The city council, by ordinance, may amend this restriction and/or allow permit modifications to allow for unique parameters of a specific commercial cannabis businesses. The permit modifications can take into consideration, but not be limited to:~~

> ~~Facility layout and orientation~~
> ~~Physical natural or manmade barriers~~
> ~~Low visual impact or adopt additional restrictions.~~

~~E. The commercial nonmedical cannabis business shall file an application for a commercial nonmedical cannabis permit with the city manager or city manager's designee on forms provided by the city, and shall pay an "application fee" and "processing fee."~~

~~F. The city council may deny an application for a commercial nonmedical cannabis permit, if it determines any of the following:~~

> ~~1. The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;~~
>
> ~~2. The applicant fails to meet the requirements of this chapter or any~~

~~regulation adopted pursuant to this chapter;~~

~~3. It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a permit to the business;~~

~~4. Potential threats to public health and safety cannot be sufficiently mitigated; or~~

~~5. Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city.~~

5.70.161 ~~Commercial nonmedical cannabis permit holder qualifications~~ ***Reserved***.

~~All commercial nonmedical cannabis permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the commercial nonmedical cannabis permit application procedure.~~

~~A. Commercial nonmedical cannabis permit holders, business operators, and employees must be 21 years of age or older.~~

~~B. Commercial nonmedical cannabis permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any commercial nonmedical cannabis permit holder, their business operators, and employees.~~

~~C. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have felony convictions, as specified in Penal Code Sections 667.5(c) and 1192.7(c).~~

~~D. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have a criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.~~

5.70.162 ~~Commercial nonmedical cannabis permit application~~ ***Reserved***.

~~An application for a commercial nonmedical cannabis permit shall include, but not be limited to, the following information:~~

~~A. The legal name, and any other names, under which the commercial nonmedical cannabis business will operate.~~

~~B. The address of the location and the on-site telephone number, if known, of the commercial nonmedical cannabis business.~~

~~C. The following information for each owner and manager of the nonmedical~~

~~commercial cannabis business:~~

~~1. Complete legal name and any alias(es), address, and telephone number.~~

~~2. Date and place of birth.~~

~~3. Social security numbers.~~

~~4. Copy of a valid government issued photo identification card, license, or passport.~~

~~5. List of all criminal convictions, other than infractions for traffic violations, the jurisdiction of the convictions, and the circumstances thereof.~~

~~6. Names of businesses owned or operated by the owner(s) or manager(s) within the last 10 years.~~

~~7. Investor and/or partner information.~~

~~D. Assessor's parcel number of the parcel upon which the commercial nonmedical cannabis business will be located.~~

~~E. Draft operating agreement, in accordance with PMC 5.70.163.~~

~~F. Notarized written authorization from the property owner and/or landlord, to operate a commercial nonmedical cannabis business on the site.~~

~~G. Air Quality Acknowledgement. When deemed necessary by city staff, the applicant shall provide a calculation of the business's anticipated emissions of air pollutants. The applicant shall also provide assurance that the business will comply with all best management practices established by the Bay Area Air Quality Management District ("BAAQMD"). No commercial nonmedical cannabis permit shall be issued to any business that would exceed the thresholds of significance established by the BAAQMD for evaluating air quality impacts for operation or construction.~~

~~H. Greenhouse Gas Emissions Acknowledgement. When deemed necessary by city staff, the applicant shall provide calculations of the anticipated greenhouse gas emissions for the operation of the business and, where applicable, the operation of the business. The applicant shall further demonstrate compliance with any applicable state, regional, or local plan for the reduction of greenhouse gas emissions. No commercial nonmedical cannabis permit shall be granted for any business that would violate any state, regional, or local plan for the reduction of greenhouse gases.~~

~~I. Water Supply Acknowledgement. When deemed necessary by the city engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient water supply exists for the use.~~

~~J. Wastewater Acknowledgement. When deemed necessary by the city engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient wastewater capacity exists for the proposed use.~~

~~K. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.~~

~~L. Property owner(s) and applicant(s) shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the permit and all provisions of the Pittsburg Municipal Code pertaining to the establishment and operation of the nonmedical commercial cannabis manufacturing business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the permit shall, in no way, allow any activity contrary to the Pittsburg Municipal Code, or any activity which is in violation of applicable laws.~~

~~M. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.~~

~~N. Signed indemnity provision.~~

~~O. Any other information the city deems necessary.~~
~~Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.~~

5.70.163 Commercial ~~nonmedical~~ cannabis business operating agreement.

The operating agreement shall set forth the terms and conditions under which the commercial ~~nonmedical~~ cannabis business will operate, which are in addition to the requirements of this article, including, but not limited to:

(A) a business operating plan as set forth in PMC 5.70.164;

(B) a security plan as set forth in PMC 5.70.165;

(C) Required cannabis business tax;

(B) payment of fees and other charges mutually agreed to; and

(D) additional terms and conditions that will protect and promote public health, safety, and welfare.

The operating agreement shall be approved by the city council during a duly noticed, open and public meeting. The operating agreement may be approved concurrently with the commercial ~~nonmedical~~ cannabis permit. An approved

operating agreement shall only be in force with a valid commercial ~~nonmedical~~ cannabis permit.

5.70.164 Commercial ~~nonmedical~~ cannabis business operating plan.

An operating plan shall be in conformance with the requirements of this article, and shall include, at a minimum:

A. A list of the names, addresses, telephone numbers, and responsibilities of each applicant, manager and employee of the ~~nonmedical~~ ***commercial*** cannabis ~~manufacturing~~ business.

~~B. Prior to operation of the commercial cannabis business, the applicant shall submit to the Chief of Police or his designee, an exhibit listing the names, addresses, telephone numbers, and responsibilities of all employees not considered Responsible Parties. All employees must be twenty-one (21) years of age or older or as specified as in the business operating agreement. This list shall remain confidential. Any changes to this list shall be submitted to the Chief of Police as soon as reasonably possible. These changes shall not be considered an amendment to this agreement, and shall not require any prior approval.~~

~~C~~***B***. Planned hours and days of operations of the ~~nonmedical~~ ***commercial*** cannabis ~~manufacturing~~ business.

C. ***Site plan of the proposed facility.***

D. Floor plan of the proposed business facility.

~~D~~***E***. ~~If applicant is a commercial nonmedical cannabis manufacturing business, p~~***P***rocedures to be utilized at the facility, including, as applicable, a description of which chemicals will be used, how chemicals will be stored, handled, and used; extraction and infusion methods; the transportation process; inventory procedures; cannabis track and trace procedures; inventory procedures; quality control procedures; and testing procedures.

~~E~~***F***. ~~If applicant is a commercial nonmedical cannabis manufacturing business, a~~ ***A*** detailed description of the product(s) to be manufactured at the business, including a description of the product's intended final use by consumers***, as applicable***.

G. ***A detailed description of the types of product(s) to be sold at the business, as applicable***.

H. Transportation plan detailing how and when ~~nonmedical~~ cannabis will be delivered to and from the commercial ~~nonmedical~~ cannabis business. ***Licensee shall only transport cannabis and/or cannabis products via a transport service(s) licensed by the state and in compliance with state law.***

~~G~~***I***. Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated, or excess ~~nonmedical~~ cannabis and ~~nonmedical~~ cannabis

products.

~~H~~***J***. Procedures for inventory control to prevent diversion of ~~nonmedical~~ cannabis or ~~nonmedical~~ cannabis products to unintended uses; employee screening; storage of ~~nonmedical~~ cannabis; personnel policies; and recordkeeping.

~~I~~***K***. Odor management plan detailing the reasonable steps that will be taken by the business to ensure that the odor of ~~nonmedical~~ cannabis and other physical impacts on neighboring properties will be minimized.

~~J~~***L***. Policies and procedures for adopting, monitoring, implementing, and enforcing all requirements of this article.

The ~~c~~ity shall have the discretion to require changes to a business's operating plan. A commercial ~~nonmedical~~ cannabis permit holder is required to submit any proposed change(s) to an approved operating plan to the city manager for approval, at least 30 days before the proposed change(s) is/are to take effect. Failure to do so will result in a suspension and/or revocation of the permit. The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit.

5.70.165 Commercial ~~nonmedical~~ cannabis business security plan.

A security plan must be developed in consultation with, and approved by, the city's chief of police ***or their designee***, to ensure the safety of persons working inside the business, and to protect the premises from theft, vandalism, and fire. The applicant's ~~approved~~ ***proposed*** security plan must be filed with the city manager or city manager's designee ***at the time of application, and the final security plan as approved by the chief of police or their designee shall be kept on file with the police department and city manager's office at all times***. The applicant shall agree to implement all measures set forth in the security plan. The security plan shall include, but not be limited to, the following security measures:

A. Storing ~~nonmedical~~ cannabis and ~~nonmedical~~ cannabis products not being manufactured or tested, in a secure room(s). Access to this/these room(s) shall be limited to key officers or employees.

B. Installation of 24-hour security surveillance cameras of at least high definition quality, to monitor all entrances and exits to and from the premises, all interior spaces where cannabis, cash, or currency is being stored, and all interior spaces where diversion of cannabis could reasonably occur. Access to the security surveillance camera network shall be given to the police department.

C. The location, make(s) and model(s) of all security infrastructure.

D. A floor plan showing the location of secure areas

~~E Any proposed building modifications~~

~~F. All other requirements determined by the city manager and/or city's chief of police.~~

~~C~~***E***. Retention of 24-hour surveillance camera footage for at least 60 days. All surveillance camera footage shall be made immediately available to the chief of police or the chief of police's designee, or to any other state or local law enforcement, upon request.

~~H. Should the business necessitate an increased police presence, the Chief of Police may require Licensee to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police. Any such additional measures required by the Chief of Police shall be at the business owner's sole expense.~~

F. The total amount of concentrated THC stored by a manufacturing business at any one time shall be documented, and records shall be made available to the chief of police or his/her designee at all times. The chief of police shall reserve the right to establish a limit on the amount of concentrated THC stored at any time.

~~J. All inventory, testing, usage, or other logs shall be made available to the Police Department or City Manager upon request.~~

~~K. All cannabis concentrate shall be stored in a secure facility as shown in approved floor plan. The secure area shall remain locked at all times, and shall be accessible only by those individuals identified and approved as "Responsible Parties."~~

~~D~~L***G***. Professionally installed, maintained and monitored alarm system. Notice of the triggered alarm shall be sent to the police department.

~~E~~***H***. Sensors installed to detect entry and exit from all secure areas.

~~F~~***I***. Use of commercial-grade, nonresidential locking mechanisms at all points of ingress and egress.

~~G~~***J***. Procedure whereby police ***department*** ~~are~~ ***is*** notified immediately upon any incidents of theft, vandalism, or any other instances stipulated by the chief of police ***or their designee***.

~~H~~***K***. Designation of a responsible individual, who will be the business's point of contact with city, police, and other law enforcement entities.

~~I~~***L***. Transportation plan detailing how and when nonmedical cannabis will be delivered to and from the commercial ~~nonmedical~~ cannabis business.

M. If the chief of police determines a business is disproportionately impacting police resources, the chief of police may require Licensee to

provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the police department, or such other measures as determined necessary by the chief of police. Any such additional measures required by the chief of police shall be at the Licensee's sole expense.

N. All inventory, testing, usage, or other logs shall be made available to the police department or city manager upon request.

O. All other requirements determined by the city manager and/or city's chief of police in their sole discretion.

5.70.170 ~~Commercial nonmedical cannabis permit revocation and suspension~~ ***Reserved***.

~~A commercial nonmedical manufacturing permit issued under this article may be immediately suspended and/or revoked for any of the following reasons:~~

~~A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.~~

~~B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the permit.~~

~~C. An operator/permit holder's state license for commercial nonmedical cannabis operations is revoked, terminated, or not renewed.~~

~~D. An operator/permit holder's commercial nonmedical cannabis permit is suspended or revoked.~~

~~E. The commercial nonmedical cannabis business fails to become operational within six (6) months of obtaining its commercial nonmedical cannabis permit.~~

~~F. Once operational, the business ceases to be in regular and continuous operation for 90 consecutive days.~~

~~G. State law allowing the use for which the permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.~~

~~H. Circumstances under which the permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.~~

~~I. The permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the permit application.~~

~~J. An operator/permit holder is not current on city taxes or fees.~~

~~K. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.~~

~~L. An operator/permit holder fails to adhere to the Security Plan, as may be modified by the Chief of Police.~~

~~LM. An operator/permit holder's state license for commercial nonmedical cannabis operations is suspended. The city shall not reinstate the permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any permit.~~

~~The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit. A suspension and/or revocation of a permit automatically suspends and/or revokes the permit holder's commercial nonmedical cannabis business operating agreement.~~

5.70.180 ~~Commercial nonmedical cannabis permit indemnification~~ ***Reserved.***

~~To the fullest extent permitted by law, commercial nonmedical cannabis permit holders shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its officers, officials, employees, agents and volunteers (collectively, "indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation attorney's fees, costs and fees of litigation (collectively, "liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a permit, except such liability caused by the sole gross negligence or willful misconduct of city.~~

5.70.190 ~~Dual application process~~ ***Reserved***.

~~A person may apply for a commercial medical cannabis permit and commercial nonmedical cannabis permit concurrently.~~

5.70.200 Penalty.

A. Violation of this article is a public nuisance.

B. Nothing in this article in any way limits any other remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this chapter. Such additional remedies include, but are not limited to, injunctive relief, administrative citations, or a cause of action under the California Narcotics Nuisance Abatement Act (Health and Safety Code Section 11570).

SECTION 5. Section 18.08.080 of the Pittsburg Municipal Code is hereby amended to include the following commercial use classifications:

Cannabis Delivery. Consistent with state law, a facility or business that holds a valid and appropriate state license and conducts the retail sale of cannabis

or cannabis products via delivery service to the end user. Cannabis Delivery includes both storefront retail businesses open to the public and engaged in the delivery of cannabis or cannabis products, as well as non-storefront cannabis businesses with a physical location in the city that sell and deliver cannabis or cannabis products to customers without a premises that is open to the public. This definition excludes "Cannabis Microbusiness."

Cannabis Retail. Consistent with state law, a facility or business that holds a valid state license and conducts the retail sale of cannabis or cannabis products. This definition excludes "Cannabis Microbusiness."

SECTION 6. Section 18.08.100 of the Pittsburg Municipal Code is hereby amended to read as follows:

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 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 on-site tasting or retailing of products.

B. Industrial Service. Establishment that provides services in which industrial-type equipment, materials, and supplies are maintained on the site or that require on-site processing or handling of materials or substances.

1. Boatyard. Establishment providing facilities for the repair, detailing, painting, maintenance, fabrication and handling of small boats such as pleasure craft and commercial fishing and tour boats, and related equipment. This includes ancillary boat ramps, drydocks, and handling facilities, and sail-making lofts.

2. Contractor. Establishment that furnishes supplies, equipment, or products, and performs services at off-site locations but which maintains equipment, vehicles with a gross vehicle weight in excess of 15,000 pounds, stock-in-trade, and related activities on-site within an enclosed building. Typical uses are construction, janitorial, excavation, demolition, pest control, landscape or building contracting services.

a. Contractor Yard. Storage yard and maintenance of equipment and supplies outside of a building.

3. Equipment Sales and Rental. Retail or wholesale sale or rental of new or used large vehicles such as tractors, construction or agricultural equipment, commercial utility trucks, and utility or freight trailers. Establishments in this classification may offer incidental repair and maintenance of equipment for sale or rent.

4. Laboratory. Establishment over 2,000 square feet, other than medical/dental lab, providing commercial testing, photofinishing, chemical or biological analytical service within an enclosed building.

a. Cannabis Testing Laboratory. Consistent with state law, an establishment that holds a valid state license that offers or performs tests of cannabis or cannabis products and that is both accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state and licensed by the state.

5. Laundry. Establishment that provides on-site cleaning services within an enclosed building. This classification includes industrial dry cleaning plant, commercial laundry and linen supply services, or diaper services.

6. Processor. Establishment in which materials or items are handled or processed including their related storage and sale. This classification includes rock or mineral crushing and processing services; lumber, building material and scrap metal salvage and handling; solid waste facility/materials recovery facility and transfer station; and auto dismantler within an enclosed building.

7. Repair/Jobbing Service. Establishment providing facilities within an enclosed building for the repair or custom manufacture of heavy business and industrial equipment, other than automobile, recreational vehicle and boat repair. Uses include welding and machine shop, foundry, metal finishing, tool making, or construction and material handling equipment repair services.

C. Manufacturing. An industrial activity involving the making of goods or products by manual labor or machine process, including incidental and related processing, storage, wholesaling and distribution.

1. Heavy. Establishment engaged in the primary production of and extraction of metals or chemical products from raw materials or the pre-production processing of basic products, including bulk storage and handling of such products and materials. Uses in this classification typically involve a high incidence of truck, rail, or ship traffic, and/or outdoor storage of products, materials, equipment, or bulk fuel. This classification includes steelworks and finishing mill; chemical and fertilizer plant; petroleum and gas refinery; lumber, paper, or textile mill; asphalt, concrete, and hot mix batch plant; stoneworks, glassworks, brick refractory; and concrete products manufacturing within an enclosed building.

2. Limited. Establishment engaged in the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials within an enclosed building, excluding food and drug processing.

3. Custom. Establishment primarily engaged in on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment. This classification may include the incidental direct sale to consumers of only those products produced on-site. Typical uses include ceramic studio, candle-making, boatwright, custom jewelry manufacture, ornamental iron works, cabinet shop, or

stained/leaded glass studio.

4. Cannabis Manufacturing. Consistent with state law, an establishment that holds a valid state license and conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container, but excludes "Cannabis Microbusiness."

5. Cannabis Microbusiness. Consistent with state law, an establishment that holds a valid state license and is engaged in three of the following four commercial cannabis activities: cultivation of cannabis in an area less than 10,000 square feet; cannabis distributor; cannabis manufacturing; and cannabis retail.

D. Research and Development Production. Establishment primarily engaged in the research, development, testing, and controlled production and wholesale of high-technology electronic, industrial, or scientific products or commodities within an enclosed building, but does not include uses that may be objectionable by reason of production of offensive odor, dust, noise, vibration, or storage of hazardous materials. Uses include biotechnology, film, and nontoxic electronic and computer component manufacturers.

E. Transportation/Distribution. Activity and facility involving the distribution of freight or transportation services.

1. Commercial/Personal Transport Services. Establishment providing transportation services including the incidental maintenance and storage of vehicles, but excluding establishments with facilities for long- or short-term storage of transported goods. This classification includes limousine, bus, taxi, or armored car services.

2. Railroad Terminal and Switchyard. Facility for distributing freight from rail cars and making up trains.

3. Truck Terminal. Establishment providing truck storage or facilities for the distribution, handling, processing, and long- or short-term storage of transported goods or packages. This classification does not include trucking activities accessory to a permitted or conditionally permitted use.

4. Wharf. Facility comprised of one or more docks and adjacent land, that is used for the berthing of ships and barges, and the distribution and handling of cargo.

5. Cannabis Distribution. Consistent with state law, an establishment that holds a valid state license and is engaged in the procurement, sale, and transport of cannabis and cannabis products between commercial cannabis businesses licensed by the state. This definition excludes "Cannabis Microbusiness."

F. Wholesaling and Storage. Establishment engaged in the wholesale, distribution and warehousing of goods. Uses in this category provide storage space for bulk quantities of commercial goods, or sell or arrange the sale of goods from suppliers to other wholesalers or retailers. Establishments under this classification may sort, package and label products for distribution, but do not display merchandise or accommodate walk-in retail customers.

1. With Interior Storage. Storage and handling of goods and equipment is entirely within an enclosed building.

2. With Exterior Storage. Storage and handling of goods and equipment is entirely or partially outdoors, even if screened from public view. This classification does not include junk or vehicle dismantling yard, or disposal facility.

SECTION 7. Section 18.08.120 of the Pittsburg Municipal Code is hereby amended to add the following use classification:

Cannabis Cultivation.

1. Indoor. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation indoors for the purpose of commercial use, but excludes a "Cannabis Microbusiness."

2. Outdoor. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation outdoors for the purpose of commercial use, but excludes a "Cannabis Microbusiness."

3. Mixed Light. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation utilizing a mixture of indoor and outdoor lighting for the purpose of commercial use, but excludes a "Cannabis Microbusiness."

SECTION 8. Section 18.52.010, Schedule A, of the Pittsburg Municipal Code is hereby amended to include the following uses and limitations:

	CO	CN	CC	CS	CSD	CW	CP
Cannabis Delivery	***-***	***-***	***L-175, L-176***	***L-175, L-176***	***-***	***-***	***-***
Cannabis Retail	***-***	***-***	***L-175, L-176***	***L-175, L-176***	***-***	***-***	***-***

L-175	***Businesses utilizing cannabis as a primary or accessory use shall comply with the requirements prescribed by Chapters 5.70 and 18.88 PMC. On-site tasting or sampling of cannabis products to or by the public is prohibited.***
L-176	***Limited to parcels located north of State Route 4 and east of***

	Loveridge Road.

SECTION 9. Section 18.54.010, Schedule A, of the Pittsburg Municipal Code is hereby amended to include the following uses and limitations, amend the identified permitting procedure related to 'Food and drug processing,' and amend Limitation 175 ("L-175"):

	IP	IL	IG
Commercial			
Cannabis Delivery	***L-175, L-177***	***L-175, L-178***	***L-175, L-178***
Cannabis Retail	***L-175, L-177***	***L-175, L-178***	***L-175, L-178***
Industrial			
Food and drug processing	U~~,~~ ~~L-175~~	U~~,~~ ~~L-175~~	U~~,~~ ~~L-175~~
Cannabis Testing Laboratory	***L-175; L-178***	***L-175; L-178***	***L-175; L-178***
Cannabis Manufacturing	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Cannabis Microbusiness	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Cannabis Distribution	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Agricultural and Extractive			
Cannabis Cultivation			
Indoor	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Outdoor	***-***	***-***	***-***
Mixed Light	***-***	***-***	***-***

IP, IL AND IG DISTRICTS – ADDITIONAL USE REGULATIONS

L-175	***Businesses utilizing cannabis as a primary or accessory use shall comply with the requirements prescribed by Chapters 5.70 and 18.88 PMC. On-site tasting or sampling of cannabis products to or by the public is prohibited.*** ~~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, and Chapters 5.70 and 18.88 PMC. On-site tasting, sampling, or retailing of cannabis products to or by the public is prohibited.~~
L-177	***Limited to areas located within the Railroad Avenue Specific Plan area south of State Route 4 and east of Harbor Street. Uses must also be set back a minimum of 200 feet from the right-of-way of Harbor Street, Leland Road, and Loveridge Road.***
L-178	***Limited to areas located north of Pittsburg-Antioch Highway and east of Loveridge Road.***

SECTION 10. PMC Chapter 18.88 is hereby amended to read as follows:

18.88.010 Definitions.

"Cannabis" shall have the same meaning as set forth in California Health and Safety Code Section 11018, et seq. Consistent with state law, it does not include industrial hemp, as defined in Health and Safety Code Section 11018.5.

"Commercial ~~medical~~ cannabis business" means ***business engaged in commercial activity involving cannabis and holding one or more state licenses. A single commercial cannabis business may hold multiple state licenses under a single city commercial cannabis permit.*** ~~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~~.

~~"Commercial nonmedical 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.~~

"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 cannabis" means cannabis used for medical purposes in accordance with the Compassionate Use Act, Health and Safety Code Section 11362.5, and the

Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), Business and Professions Code Section 26000 et seq.

“Medical cannabis cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis as defined in Business and Professions Code Section 26000 et seq.

“Medical cannabis delivery” means the transfer of medical cannabis or medical cannabis products from a medical 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 cannabis or medical cannabis products.

“Medical 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 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 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 cannabis for medicinal purposes pursuant to Health and Safety Code Section 11362.5 et seq., and such group is organized as a medical 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 Health and Safety Code Section 11362.5 et seq.

For purposes of this chapter, a “medical 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 Health and Safety Code Section 11362.5 et seq.:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code;

2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the 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 Health and Safety Code;

4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code;

5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

“Medical cannabis products” means medical 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 cannabis or concentrated cannabis and other ingredients.
"Nonmedical cannabis" means cannabis that is intended to be used for nonmedical purposes pursuant to Health and Safety Code Section 11362.1 et seq. and Business and Professions Code Section 26000 et seq.

~~"Nonmedical cannabis cultivation" means the planting, growing, harvesting, drying or processing of cannabis plants or any part thereof pursuant to Health and Safety Code Section 11362.1 et seq. and Business and Professions Code Section 26000 et seq.~~

~~"Nonmedical cannabis delivery" means the commercial transfer of nonmedical cannabis or nonmedical cannabis products to a person, including any technology that enables persons to arrange for or facilitate the commercial transfer of nonmedical cannabis or nonmedical cannabis products.~~

~~"Nonmedical cannabis products" means nonmedical 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 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 cannabis dispensaries prohibited.~~ ***Reserved***.

~~Medical cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a medical cannabis dispensary.~~

18.88.030 ~~Medical cannabis deliveries prohibited.~~ ***Reserved.***

~~Medical cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, medical cannabis deliveries. This section shall not be interpreted to prohibit the transportation of medical cannabis~~

~~through the city on public roads, as long as such transportation does not involve the delivery of medical cannabis within the city.~~

18.88.035 Commercial ~~nonmedical~~ cannabis businesses allowed.

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 5.70.150.

18.88.040 ~~Commercial medical cannabis businesses allowed.~~ ***Commercial cannabis permit.***

~~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 5.70.050.~~

A. It shall be unlawful for any person to operate a commercial cannabis business without a commercial cannabis permit, issued by the city, under the conditions set forth in this article and any other applicable provisions of the Pittsburg Municipal Code.

B. Each commercial cannabis permit shall be subject to approval by the city council.

1. To approve a commercial cannabis permit, the city council must make findings consistent with those set forth under section 18.16.040.

2. The city council may deny an application for a commercial cannabis permit, if it determines any of the following:

(a) The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;
(b) The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;
(c) It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a permit to the business;
(d) Potential threats to public health and safety cannot be sufficiently mitigated;
(e) Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city; or
(f) The proposed location would create a visual impact which would, in the sole discretion of the city council, negatively impact the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality.

C. Each commercial cannabis permit shall expire five (5) years from its date of issuance. Renewal of the permit shall be subject to city council approval, which must be obtained at a duly noticed, open and public meeting. Any permit holder is subject to an administrative fee to compensate city for its reasonable and actual costs to evaluate the renewals of permit and/or Operating Agreement, as well as annual evaluations of Operating Agreement compliance.

D. The commercial cannabis permit is not transferable, unless approved in writing by the city manager. Any attempt to assign or transfer the permit without prior written consent from the city manager shall render the permit null and void.

E. No commercial cannabis business shall be located within 600 feet of an existing, legally established school (as defined by PMC 18.08.060(V)), general day care (as defined by PMC 18.08.060(F)), club or lodge (as defined by PMC 18.08.060(B)) used exclusively as a youth center, city-owned park space which is open to the public, or library, as measured from the main entrance of the cannabis business to the nearest access point of the other use, following the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails. However, in no event shall a cannabis retail business, excluding microbusinesses, be located less than 1,000 feet from any legally established school, as measured by the shortest direct line distance as measured from the main entrance of the cannabis business to the nearest parcel boundary of the other use.

F. The commercial cannabis business shall file an application for a commercial cannabis permit with the city manager on forms provided by the city, and shall pay an application fee and processing fee, which shall cover the actual costs associated with the city's processing of the application.

18.88.045 ~~Nonmedical cannabis deliveries prohibited.~~ ***Commercial cannabis permit holder qualifications.***

~~Nonmedical Cannabis Deliveries as a Prohibited Use. Nonmedical 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 cannabis deliveries.~~

All commercial cannabis permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the commercial cannabis permit application procedure.

A. Commercial cannabis permit holders shall apply in a timely manner for such other permits and approvals from other governmental agencies as may be required by state law. Prior to commencing operation of the business, Commercial cannabis permit holders shall secure all required governmental permits and supply copies to the city for review.

B. At all times, Commercial cannabis permit holder is required to maintain an active Business License and Commercial Cannabis Permit(s) with city, as well as all licenses required by the State of California.

C. Commercial cannabis permit holders, business operators, and employees must be 21 years of age or older.

D. Commercial cannabis permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any commercial cannabis permit holder, their business operators, and employees.

E. Commercial cannabis business owners, operators, managers, and employees must not have any felony conviction within the past seven (7) years, as specified in Penal Code Sections 667.5(c) and 1192.7(c) or any criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

18.88.050 ~~Medical cannabis cultivation prohibited.~~ ***Commercial cannabis permit application.***

~~Medical cannabis cultivation is prohibited in the city. No person shall engage in medical cannabis cultivation in or upon any premises or property in any district in the city.~~

An application for a commercial cannabis permit shall include, but not be limited to, the following information:

A. The legal name, and any other names, under which the commercial cannabis business will operate.

B. The address of the location and the on-site telephone number, if known, of the commercial cannabis business.

C. The following information for each owner and manager of the commercial cannabis business:

> ***1. Complete legal name and any alias(es), address, and telephone number.***
> ***2. Date and place of birth.***
> ***3. Social security numbers.***
> ***4. Copy of a valid government issued photo identification card, license, or passport.***
> ***5. Names of businesses owned or operated by the owner(s) or manager(s) within the last 10 years.***
> ***6. Investor and/or partner information.***

D. Assessor's parcel number of the parcel upon which the commercial cannabis business will be located.

E. Notarized written authorization from the property owner and/or landlord, to operate a commercial cannabis business on the site.

F. Water Supply Acknowledgement. When deemed necessary by the city Engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient water supply exists for the use.

G. Wastewater Acknowledgement. When deemed necessary by the city Engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient wastewater capacity exists for the proposed use.

H. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.

I. Property owner(s) and applicant(s) shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the permit and all provisions of the Pittsburg Municipal Code pertaining to the establishment and operation of the commercial cannabis business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the permit shall, in no way, allow any activity contrary to the Pittsburg Municipal Code, or any activity which is in violation of applicable laws.

J. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.

K. Signed indemnity provision.

L. A business operating plan as set forth in PMC 5.70.164;

M. A security plan as set forth in PMC 5.70.165;

N. Any other information the city deems necessary.

Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.

18.88.051 Performance standards for all commercial cannabis businesses.

A. Licensee shall at all times comply with state law including but not limited to the manufactured cannabis safety regulations at Title 17 California Code of

Regulations Sections 40100 et seq. Licensee shall adhere to manufacturing practices as set forth in Title 21 of the Code of Federal Regulations, Parts 210, 211, 225, and 226.

B. All inventory of cannabis raw materials and finished products shall be kept in secured storage areas or as otherwise approved by the chief of police as specified within an approved security plan, to which only authorized personnel shall have access. Use and movement of all cannabis products, shall be logged from acceptance of shipment to delivery at retail location for inventory accuracy and management. Records shall be made available to the Police Department or any other agency with regulatory authority within 72 hours of written request therefor.

C. Licensee shall require all prospective employees to submit to a live scan at a designated service provider and a background check by the California Department of Justice (DOJ) and local law enforcement. The cost of the background check shall be borne by the Licensee or the prospective employee. Licensee shall not employ any person in violation of PMC sections 5.70.052 and 5.70.161.

D. All raw or concentrated cannabis shall be securely stored in areas approved as specified in the operating agreement or as otherwise approved by the chief of police.

E. By-products of any cannabis business operation, including but not limited to those by products resulting from testing, cultivation, trimming, or manufacturing processes shall be disposed of pursuant to local and state laws.

F. The city manager may require measures to be taken to eliminate odors, in the event odors resulting from cannabis are shown to have continually occurred. These measures may include, but are not limited to, installation of industrial grade HEPA filtration and/or activated carbon filtration systems. Any required measures shall be taken at the sole cost of the Licensee.

G. Required Changes. City shall have the discretion to require changes to any of the terms within this section, upon reasonable notice to Licensee.

H. Licensee shall, to the fullest extent allowed by law, give preference to residents of the City of Pittsburg for employee hiring.

I. All signage shall be approved and placed in accordance with Title 19 of the Municipal Code. The Police Department and Planning Division shall reserve sole discretion in determining approved language and imagery at the project site.

J. All cannabis businesses open to the public shall prominently display signage near the public entrance designed to alert consumers to the possible health impact of cannabis use and smoke.

K. City may require additional provisions in the operating agreement.

18.88.052 Commercial cannabis permit revocation and suspension.

A commercial cannabis permit issued under this article may be immediately suspended and/or revoked for any of the following reasons:

A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.

B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the permit.

C. An operator/permit holder's state license for commercial cannabis operations is revoked, terminated, or not renewed.

D. An operator/permit holder's commercial cannabis permit is suspended or revoked.

E. The commercial cannabis business fails to become operational within six (6) months of obtaining its commercial cannabis permit.

F. Once operational, the business ceases to be in regular and continuous operation for 90 consecutive days.

G. State law allowing the use for which the permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.

H. Circumstances under which the permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.

I. The permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the permit application.

J. An operator/permit holder is not current on city taxes or fees.

K. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.

L. An operator/permit holder fails to adhere to the Security Plan, as may be modified by the chief of police.

M. An operator/permit holder's state license for commercial cannabis operations is suspended. The city shall not reinstate the permit until documentation is received showing that the state license has been reinstated

or reissued. It shall be the city's discretion whether the city reinstates any permit.

The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit. A suspension and/or revocation of a permit automatically suspends and/or revokes the permit holder's commercial cannabis business operating agreement.

18.88.053 Commercial cannabis permit indemnification

To the fullest extent permitted by law, commercial cannabis permit holders shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its officers, officials, employees, agents and volunteers (collectively, "indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation attorney's fees, costs and fees of litigation (collectively, "liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a permit, except such liability caused by the sole gross negligence or willful misconduct of city.

18.88.055 Nonmedical cannabis cultivation.

The following regulations shall apply to the cultivation of nonmedical 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 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 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 cannabis.~~

~~C. Indoor Cultivation. Indoor cultivation of nonmedical 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~~C. Indoor Cultivation in Private Residence. The indoor cultivation of nonmedical 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

cannabis cultivation is prohibited as a home occupation.

2. All areas used for cultivation of nonmedical 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 cannabis is prohibited.

5. Any fully enclosed and secure structure or residential structure used for the cultivation of nonmedical cannabis must have a ventilation and filtration system installed that shall prevent 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 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 cannabis cultivation shall be limited to six cannabis plants per private residence, regardless of whether the 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 cannabis cultivation where such cultivation will prevent their primary use for cooking of meals, sleeping and bathing.

10. Cultivation of nonmedical cannabis shall only take place on impervious surfaces.

11. From a public right-of-way, there shall be no exterior evidence of nonmedical cannabis cultivation occurring on the parcel.

12. Nonmedical 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 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 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.

SECTION 11. All titles and numbering shall be updated as necessary to reflect the proposed additions or deletions.

SECTION 12. Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 13. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 14. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on August 2, 2021, and was adopted ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishing the Allowable Number of Commercial Cannabis Permits Allowed Pursuant to Pittsburg Municipal Code Section 5.70.150	RESOLUTION NO. 21-

WHEREAS, the City of Pittsburg seeks to create economic development opportunities, increase general fund revenues to support programs that serve the residents of Pittsburg, and spur reinvestment in areas of the City housing poorly maintained spaces and lacking quality infrastructure and job opportunities; and

WHEREAS, in 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry; and

WHEREAS, in 2016, the voters of the State of California passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act ("Prop 64"); and

WHEREAS, in 2016, the voters of the City of Pittsburg voted in favor of Proposition 64, with 61% voting "yes" to 39% voting "no." Pittsburg voters also voted to approve Measure J, with 68% voting "yes" to 32% voting "no," in order to establish a cannabis business tax of up to 10%; and

WHEREAS, in 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019; and

WHEREAS, in 2018, the City Council amended Titles 5 and 18 of the Pittsburg Municipal Code (PMC) to allow for cannabis manufacturing, distribution, and testing, and adopted a resolution allowing for a cannabis business tax of up to up to 10%; and

WHEREAS, in 2019, the City Council amended Title 5 of the PMC to specify how buffer distances are measured and harmonize sensitive use definitions; and

WHEREAS, on March 22, 2021, the City Council held a workshop to discuss the City's cannabis policy, including expanding the types and number of cannabis businesses allowed in the City; and

WHEREAS, on June 22, 2021, the Planning Commission held a duly noticed public hearing at which time written and oral comments were considered and voted 6-0 (with one absent) to adopt Resolution No. 10170, recommending amendments to Titles 5 and 18 of the PMC to comprehensively update the City's cannabis business policies, including allowing for allowance of additional types of commercial cannabis businesses, including retail, cultivation, and microbusinesses; and

WHEREAS, on July 19, 2021, the City Council of the City of Pittsburg held a duly noticed public hearing to consider the adoption of amendments to PMC Titles 5 and 18 related to commercial cannabis businesses. Due to all City Council members not being present, the City Council opened the public hearing, took public comment, and continued the public hearing to the August 2, 2021 meeting; and

WHEREAS, on August 2, 2021, the City Council held a continued public hearing at which time written and oral comments were considered, and voted to introduce, waive further reading, and pass to second reading, Ordinance No. 21-____, amending Titles 5 and 18 of the PMC to allow for amendments to Title 18 of the PMC to comprehensively update the City's cannabis business policies, including allowing for allowance of additional types of commercial cannabis businesses, including retail, cultivation, and microbusinesses. On _____, 2021, the City Council adopted Ordinance No. 21-____, approving the proposed amendments; and

WHEREAS, the amendments to Title 5 specify the City Council, at its discretion and by resolution, establish the number and type of commercial cannabis businesses allowed within the City.

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

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Environmental. This project is 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 adoption of a limit on the types and number of cannabis businesses in the City will not induce any development and will not result in any new impacts beyond those that could exist without the change, specifically as they may relate to air quality, transportation, noise, hazards and hazardous materials, utilities, and/or public services. The future establishment of commercial cannabis businesses within the City will be subject to the City Council approval of a commercial cannabis permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.

Section 3. Number of Permits Allowed. The City Council hereby establishes a limit on the number of commercial cannabis businesses that may be approved within the City as follows:

(1) A maximum of two (2) commercial cannabis permits may be approved within each of the zones identified in Exhibit A of this Resolution.

(2) A single cannabis permit may allow for multiple cannabis use types for businesses.

(3) In no event shall the number of cannabis retail businesses exceed one (1) per 25,000 residents of the entire City (the "Per Capita Threshold"), as shown in the following table:

City Population	Cannabis Businesses with Retail Component
1-24,999	1
25,000-49,999	2
50,000-74,999	3
75,000-99,999	4
100,000-124,999	5
125,000-149,999	6
150,000+	7

Section 4. Continuation of Previously Approved Cannabis Businesses. Cannabis businesses legally established under an approved operating agreement with the City prior to the adoption of this resolution shall not be counted toward the maximum number of permits allowed, unless any previously approved businesses obtain approval to add additional types of commercial cannabis business operations to an existing facility.

Section 5. Conflict with PMC. In the event the regulations set forth by this Resolution conflict with any regulations contained within the PMC, the more restrictive requirement shall rule.

Section 6. Effective Date. This resolution shall become effective as of the effective date of Ordinance No. 21-____.

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

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

EXHIBIT A to Resolution No. 21-_____

Cannabis Business Zones

Zone A:

Zone B:

Zone C:

Loveridge Rd
California Ave
California Delta Hwy
N Park Blvd
Lakeview Cir
E Leland Rd
Century Blvd
Pittsburg Antioch Hwy
Union Pacific

Zone D:

California Delta Hwy
California Ave
Bliss Ave
Harbor St
Loveridge Rd
E Leland Rd
Century Blvd
Railroad Ave

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Recommending the City Council Adopt Amendments to Titles 5 and 18 of the Pittsburg Municipal Code	)))	Resolution No. 10170

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

A. In 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry.

B. On October 3, 2016, the City Council adopted amendments to Titles 5 and 18 of the PMC to both 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.

C. On November 8, 2016, the voters of the State of California voted to approve Proposition 64, which legalized the adult use of cannabis within the state. Pittsburg voters also supported Proposition 64, with 61% voting in support of the measure. At this time, Pittsburg voters also approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should 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 68% to 31.7%. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions.

D. In 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019.

E. 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. These amendments, currently in effect, limit the types of commercial cannabis businesses to those designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors). Commercial entities seeking to manufacture cannabis-related products would be required to obtain a commercial cannabis permit, which is subject to City Council approval, and is mandated to include: 1) a Business Operating Agreement, which

would set forth the terms and conditions under which the commercial medical cannabis business would operate; 2) a Business Operating Plan; and 3) a Business Security Plan approved by the Chief of Police. The total number of commercial cannabis permits that may be issued within the City is limited to nine medical and nine non-medical. Cultivation, dispensaries, and retail deliveries of cannabis in the City of Pittsburg remain prohibited.

F. On June 4, 2018, the City Council adopted Ordinance No. 18-1448, amending PMC Title 18 to specify how cannabis uses were defined and zone districts in which they would be allowed to operate.

G. Similar to state law at the time, in 2018, the City chose to require a 600-foot radius between cannabis businesses and schools, parks, youth centers, day cares, and libraries. In 2019, the City Council adopted Ordinance No. 19-1465 to: 1) specify how required distances between cannabis businesses and potentially sensitive uses are measured; 2) clarify definitions of specific potentially sensitive uses; and 3) establish a minimum distance of 1,000 feet between cannabis dispensaries and potentially sensitive uses, in the event cannabis dispensaries are allowed in the future.

H. In July 2020, the Land Use Subcommittee met to discuss potential proposals related to cannabis retail within the City. The Land Use Subcommittee recommended a workshop be held to gain feedback from all members of the City Council.

I. On March 22, 2021, the City Council held a workshop to discuss the City's cannabis policy. During the workshop, the City Council voiced general support for amending the PMC to allow for additional cannabis business types, including retail, cultivation, and microbusinesses, and identified preliminary areas where these businesses would be appropriate. The City Council also discussed the types of "sensitive uses" (i.e. uses that would be considered generally incompatible with cannabis businesses) that should be buffered from cannabis businesses. During the workshop, the City Council received a presentation from staff which included an overview of the types of zoning districts being considered for cannabis retail, cultivation, and microbusinesses to solicit feedback. While it was generally agreed that uses such as manufacturing, distribution, testing laboratories, cultivation, and microbusinesses (which generally must include a cultivation and/or manufacturing component) should remain in areas normally reserved for industrial users, there was a lengthy discussion regarding the best areas to locate stand-alone cannabis retail users.

J. PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed changes to zoning text amendments. While amendments to Title 5, which deals with business licensing, do not require a Planning Commission recommendation, as the proposed amendments are substantially related.

K. In order to recommend approval of a zoning text amendment, the Planning

Commission must find (in accordance with PMC sections 18.16.020 and 18.48.030) that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;

2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;

3. there is a community need for the change proposed; and

4. the change will be in conformity with the public convenience, general welfare, and good zoning practice.

L. On or prior to June 12, 2021, notice of the June 22, 2021, public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091.

M. On June 22, 2021, the Planning Commission held a duly noticed public hearing to consider recommendation for City Council approval of amendments to PMC Titles 5 and 18 related to commercial cannabis businesses.

Section 2. Findings

A. Based on the Planning Commission staff report entitled, "Consideration of a Recommendation for City Council Approval of Amendments to Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting,'" dated June 22, 2021, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the Planning Commission finds that:

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

2. This project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The amendments proposed are procedural in nature and would not materially change the type of uses permitted within any areas of the City, but rather create specific definitions for similar businesses utilizing cannabis. Other amendments to Chapter 18.88 are intended only to provide clarity as

to the required procedures for approving these uses and would 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 would be subject to approval of a Commercial Cannabis Permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.

3. The proposed amendments are consistent with the 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. The proposed changes which would potentially allow businesses to utilize cannabis commercially are consistent with General Plan Economic Development goals and policies that call for maintaining and enhancing an attractive climate for conducting business in Pittsburg (6-G-4) and efficient licensing and development permitting procedures and regulations (6-P-6). The amendments would 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). Lastly, as the City would 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 would potentially see increased General Fund revenues.

4. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed text amendments will not permit any specific type of cannabis uses in any zoning district in which similar uses 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. Additionally, 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, and mandatory buffers from sensitive uses will be required.

5. There is a community need for the proposed amendments, in that 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.

6. 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 for retail sales, cultivation, product manufacturing, testing,

or distribution, or any combination of these uses, 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, no development standards will be substantially altered as to change the character of the zone districts in which these uses are permitted.

B. The Staff Report entitled, "Consideration of a Recommendation for City Council Approval of Amendments to Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting,'" dated June 22, 2021, 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 amending Pittsburg Municipal Code, Titles 5 and 18, in order to read substantially as shown below (~~strikethrough~~ indicates deletion; ***bold italic*** indicates insertion):

A. The title of Chapter 5.70 is amended to read:

CANNABIS ***BUSINESSES*** ~~DISPENSARIES, BUSINESSES AND DELIVERIES~~

B. Article I of Chapter 5.70 is hereby repealed and reserved.

C. Article II is hereby amended to read as follows:

Article II. ~~Nonmedical~~ Cannabis ***Businesses***

5.70.110 Purpose.

A. In enacting this article, it is the intent of the city council to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of cannabis, and the city council finds that sanctioning the opening or establishment of ~~nonmedical~~ cannabis collectives, cooperatives, and dispensaries, or allowing the delivery of ~~nonmedical~~ cannabis within the city would be inconsistent with federal law. However, the city acknowledges that state law allows commercial ~~nonmedical~~ cannabis businesses, and that certain commercial ~~nonmedical~~ cannabis businesses that operate in accordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the communities in which they operate.

~~B. Furthermore, the city council finds that nonmedical cannabis dispensaries are public nuisances in that many violent crimes have been committed that can be traced back to the proliferation of cannabis dispensaries, including armed robberies and murders. Increased noise and pedestrian traffic, including nonresidents in pursuit of cannabis, and out-of-area criminals in search of prey, are commonly~~

~~encountered near or outside cannabis collectives, cooperatives and dispensaries. The city council further finds that it is reasonable to conclude that cannabis deliveries are likely to cause many of these same adverse impacts.~~

~~C. Therefore, in order to protect the integrity of the city and the goals upon which this city was founded, the city council finds that it is in the best interest of the residents of the city to prohibit nonmedical cannabis collectives, cooperatives and dispensaries, and cannabis deliveries, and only allow certain commercial cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement.~~

~~D~~***B***. The purpose of this article is to ~~prohibit cannabis collectives, cooperatives and dispensaries from being opened or established in the city of Pittsburg, as well as prohibiting nonmedical cannabis deliveries from occurring in the city of Pittsburg, while also allowing~~ ***establish*** ~~certain~~ ***regulations for*** commercial ~~nonmedical~~ cannabis businesses to operate ~~subject to requirements~~ ***as*** set forth in this article. Nothing in this article shall be deemed to allow or authorize any use or activity which is ***not expressly permitted by this article and is*** otherwise prohibited by any state or federal law.

5.70.120 Definitions.

The following words and phrases, whenever used in this article, shall be construed as hereafter set out, unless it is apparent that they have a different meaning:

A. "City" means the city of Pittsburg.

B. "Commercial ~~nonmedical~~ cannabis business" means ~~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.~~ ***business engaged in commercial activity involving cannabis and holding one or more state licenses. A single commercial cannabis business may hold multiple state licenses under a single city commercial cannabis permit.***

C. "~~Nonmedical c~~Cannabis" ***shall have the same meaning as set forth in California Health and Safety Code Section 11018, et seq. Consistent with state law, it does not include industrial hemp, as defined in Health and Safety Code Section 11018.5.*** ~~includes marijuana and means any or all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not, the seeds thereof, the resin or separated resin, whether crude or purified, extracted from any party of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. means cannabis that is intended to be used for nonmedical purposes pursuant to Business and Professions Code Section 26000 et seq.~~

D. "~~Nonmedical c~~***C***annabis delivery" ~~means the commercial transfer of nonmedical cannabis or nonmedical cannabis products from a nonmedical cannabis dispensary~~

~~to a person, as well as the use by a dispensary of any technology platform to arrange for or facilitate the transfer of nonmedical cannabis or nonmedical cannabis products.~~ ***shall have the same meaning as set forth in PMC section 18.08.080.***

E. "~~Nonmedical c~~***C***annabis ~~dispensary~~***retail***" or "***Retail***~~dispensary~~" ~~means any retail business that Commercial cannabis activity that is required to possess a "Type 10 – Retailer" or "Type 12 Microbusiness" under Business and Professions Code Section 260050 et seq.~~ ***shall have the same meaning as set forth in PMC section 18.08.080.***

F. "~~Nonmedical c~~***C***annabis product***(***s***)***" means***, consistent with state law,*** ~~nonmedical~~ ***unprocessed cannabis plant material and/or*** 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 cannabis or concentrated cannabis and other ingredients.

G. ***"Licensee" means any person or business with a commercial cannabis permit and Operating Agreement approved by the city.***

H. "Person" means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative, or combination thereof in whatever form or character.

5.70.130 ~~Nonmedical cannabis dispensaries prohibited~~ ***Reserved***.

~~Nonmedical cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a nonmedical cannabis dispensary.~~

5.70.140 ~~Nonmedical cannabis deliveries prohibited~~ ***Reserved.***

~~Nonmedical cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, nonmedical cannabis deliveries. This section shall not be interpreted to prohibit the transportation of nonmedical cannabis through the city on public roads, as long as such transportation does not involve the delivery of nonmedical cannabis within the city.~~

5.70.150 Commercial ~~nonmedical~~ cannabis businesses allowed.

~~Commercial nonmedical cannabis businesses are allowed in the city, pursuant to the requirements set forth in this article. All commercial nonmedical cannabis businesses must obtain a city business license, a city nonmedical cannabis permit, and a state license prior to operation, and also enter into an operating agreement with the city. Only Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor, as defined by Business and Professions Code Section 26000 et seq., shall be allowed and permitted by the city.~~

~~The city council may, at its discretion, issue up to nine commercial nonmedical cannabis permits. This number may be changed at a later time by resolution of the city council. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, a commercial nonmedical cannabis business without complying with the requirements of this article.~~

No Commercial Cannabis Business is allowed in the city, except in compliance with the requirements set forth in this article and all applicable provisions of the Pittsburg Municipal Code. Prior to operation, a Commercial Cannabis business must obtain a city business license, one or more city cannabis permits, all necessary state licenses, and enter into an operating agreement with the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, a Commercial Cannabis Business without complying with the requirements of this article.

The city council may by resolution establish and/or modify the number and type of future commercial cannabis businesses allowed within the city, including establishing moratoria.

5.70.160 ~~Commercial nonmedical cannabis permit~~ ***Reserved***.

~~A. It shall be unlawful for any person to operate a commercial nonmedical cannabis business without a commercial nonmedical cannabis permit, issued by the city, under the terms and conditions set forth in this article.~~

~~B. Each commercial nonmedical cannabis permit shall expire five (5) years from its date of issuance. Renewal of the permit shall be subject to city council approval, which must be obtained at a duly noticed, open and public meeting. City shall have the right to charge an administrative fee to the commercial nonmedical cannabis permit holder, to compensate city for its reasonable and actual costs to evaluate the permit renewal.~~

~~C. The commercial nonmedical cannabis permit is not transferable, unless approved in writing by the City Manager. and a Any attempt to assign or transfer the permit without prior written consent from the City Manager shall render the permit null and void.~~

~~D. No commercial nonmedical cannabis business shall be located within 600 feet of an existing school (as defined by PMC 18.08.060(V)), general day care (as defined by PMC 18.08.060(F)), club or lodge (as defined by PMC 18.08.060(B)) used exclusively as a youth center, city-owned park space which is open to the public, or library, as measured from the main entrance of the business to the nearest access point of the other use, following the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails. However, in no event shall a commercial nonmedical cannabis dispensary providing cannabis products to the end user be located less than 1,000 feet from any of the uses~~

~~described above, as measured by the shortest direct line distance between the subject parcel lines. The city council, by ordinance, may amend this restriction and/or allow permit modifications to allow for unique parameters of a specific commercial cannabis businesses. The permit modifications can take into consideration, but not be limited to:~~

~~Facility layout and orientation~~
~~Physical natural or manmade barriers~~
~~Low visual impact or adopt additional restrictions.~~

~~E. The commercial nonmedical cannabis business shall file an application for a commercial nonmedical cannabis permit with the city manager or city manager's designee on forms provided by the city, and shall pay an "application fee" and "processing fee."~~

~~F. The city council may deny an application for a commercial nonmedical cannabis permit, if it determines any of the following:~~

~~1. The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;~~
~~2. The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;~~
~~3. It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a permit to the business;~~
~~4. Potential threats to public health and safety cannot be sufficiently mitigated; or~~
~~5. Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city.~~

5.70.161 ~~Commercial nonmedical cannabis permit holder qualifications~~ ***Reserved***.

~~All commercial nonmedical cannabis permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the commercial nonmedical cannabis permit application procedure.~~

~~A. Commercial nonmedical cannabis permit holders, business operators, and employees must be 21 years of age or older.~~

~~B. Commercial nonmedical cannabis permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any commercial nonmedical cannabis permit holder, their business operators, and employees.~~

~~C. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have felony convictions, as specified in Penal Code Sections 667.5(c) and 1192.7(c).~~

~~D. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have a criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.~~

5.70.162 ~~Commercial nonmedical cannabis permit application~~ ***Reserved***.

~~An application for a commercial nonmedical cannabis permit shall include, but not be limited to, the following information:~~

~~A. The legal name, and any other names, under which the commercial nonmedical cannabis business will operate.~~

~~B. The address of the location and the on-site telephone number, if known, of the commercial nonmedical cannabis business.~~

~~C. The following information for each owner and manager of the nonmedical commercial cannabis business:~~

~~1. Complete legal name and any alias(es), address, and telephone number.~~
~~2. Date and place of birth.~~
~~3. Social security numbers.~~
~~4. Copy of a valid government issued photo identification card, license, or passport.~~
~~5. List of all criminal convictions, other than infractions for traffic violations, the jurisdiction of the convictions, and the circumstances thereof.~~
~~6. Names of businesses owned or operated by the owner(s) or manager(s) within the last 10 years.~~
~~7. Investor and/or partner information.~~

~~D. Assessor's parcel number of the parcel upon which the commercial nonmedical cannabis business will be located.~~

~~E. Draft operating agreement, in accordance with PMC 5.70.163.~~

~~F. Notarized written authorization from the property owner and/or landlord, to operate a commercial nonmedical cannabis business on the site.~~

~~G. Air Quality Acknowledgement. When deemed necessary by city staff, the applicant shall provide a calculation of the business's anticipated emissions of air pollutants. The applicant shall also provide assurance that the business will comply with all best management practices established by the Bay Area Air Quality Management District ("BAAQMD"). No commercial nonmedical cannabis permit shall be issued to any business that would exceed the thresholds of significance established by the BAAQMD for evaluating air quality impacts for operation or construction.~~

~~H. Greenhouse Gas Emissions Acknowledgement. When deemed necessary by city staff, the applicant shall provide calculations of the anticipated greenhouse gas emissions for the operation of the business and, where applicable, the operation of the business. The applicant shall further demonstrate compliance with any applicable state, regional, or local plan for the reduction of greenhouse gas emissions. No commercial nonmedical cannabis permit shall be granted for any business that would violate any state, regional, or local plan for the reduction of greenhouse gases.~~

~~I. Water Supply Acknowledgement. When deemed necessary by the city engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient water supply exists for the use.~~

~~J. Wastewater Acknowledgement. When deemed necessary by the city engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient wastewater capacity exists for the proposed use.~~

~~K. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.~~

~~L. Property owner(s) and applicant(s) shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the permit and all provisions of the Pittsburg Municipal Code pertaining to the establishment and operation of the nonmedical commercial cannabis manufacturing business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the permit shall, in no way, allow any activity contrary to the Pittsburg Municipal Code, or any activity which is in violation of applicable laws.~~

~~M. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.~~

~~N. Signed indemnity provision.~~

~~O. Any other information the city deems necessary.~~
~~Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.~~

5.70.163 Commercial ~~nonmedical~~ cannabis business operating agreement.

The operating agreement shall set forth the terms and conditions under which the commercial ~~nonmedical~~ cannabis business will operate, which are in addition to the requirements of this article, including, but not limited to:

(A) a business operating plan as set forth in PMC 5.70.164;

(B) a security plan as set forth in PMC 5.70.165;

(C) Required cannabis business tax;

(B) payment of fees and other charges mutually agreed to; and

(D) additional terms and conditions that will protect and promote public health, safety, and welfare.

The operating agreement shall be approved by the city council during a duly noticed, open and public meeting. The operating agreement may be approved concurrently with the commercial ~~nonmedical~~ cannabis permit. An approved operating agreement shall only be in force with a valid commercial ~~nonmedical~~ cannabis permit.

5.70.164 Commercial ~~nonmedical~~ cannabis business operating plan.

An operating plan shall be in conformance with the requirements of this article, and shall include, at a minimum:

A. A list of the names, addresses, telephone numbers, and responsibilities of each applicant, manager and employee of the ~~nonmedical~~ ***commercial*** cannabis ~~manufacturing~~ business.

~~B. Prior to operation of the commercial cannabis business, the applicant shall submit to the Chief of Police or his designee, an exhibit listing the names, addresses, telephone numbers, and responsibilities of all employees not considered Responsible Parties. All employees must be twenty-one (21) years of age or older or as specified as in the business operating agreement. This list shall remain confidential. Any changes to this list shall be submitted to the Chief of Police as soon as reasonably possible. These changes shall not be considered an amendment to this agreement, and shall not require any prior approval.~~

~~C~~***B***. Planned hours and days of operations of the ~~nonmedical~~ ***commercial*** cannabis ~~manufacturing~~ business.

C. ***Site plan of the proposed facility.***

D. Floor plan of the proposed business facility.

~~D~~***E***. ~~If applicant is a commercial nonmedical cannabis manufacturing business,~~ ~~p~~***P***rocedures to be utilized at the facility, including, as applicable, a description of which chemicals will be used, how chemicals will be stored, handled, and used; extraction and infusion methods; the transportation process; inventory procedures; cannabis track and trace procedures; inventory procedures; quality control

procedures; and testing procedures.

~~E~~***F***. ~~If applicant is a commercial nonmedical cannabis manufacturing business, a~~ ***A*** detailed description of the product(s) to be manufactured at the business, including a description of the product's intended final use by consumers***, as applicable***.

G. A detailed description of the types of product(s) to be sold at the business, as applicable.

H. Transportation plan detailing how and when ~~nonmedical~~ cannabis will be delivered to and from the commercial ~~nonmedical~~ cannabis business. ***Licensee shall only transport cannabis and/or cannabis products via a transport service(s) licensed by the state and in compliance with state law.***

~~G~~***I***. Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated, or excess ~~nonmedical~~ cannabis and ~~nonmedical~~ cannabis products.

~~H~~***J***. Procedures for inventory control to prevent diversion of ~~nonmedical~~ cannabis or ~~nonmedical~~ cannabis products to unintended uses; employee screening; storage of ~~nonmedical~~ cannabis; personnel policies; and recordkeeping.

~~I~~***K***. Odor management plan detailing the reasonable steps that will be taken by the business to ensure that the odor of ~~nonmedical~~ cannabis and other physical impacts on neighboring properties will be minimized.

~~J~~***L***. Policies and procedures for adopting, monitoring, implementing, and enforcing all requirements of this article.

The ~~c~~ity shall have the discretion to require changes to a business's operating plan. A commercial ~~nonmedical~~ cannabis permit holder is required to submit any proposed change(s) to an approved operating plan to the city manager for approval, at least 30 days before the proposed change(s) is/are to take effect. Failure to do so will result in a suspension and/or revocation of the permit. The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit.

5.70.165 Commercial ~~nonmedical~~ cannabis business security plan.

A security plan must be developed in consultation with, and approved by, the city's chief of police ***or their designee***, to ensure the safety of persons working inside the business, and to protect the premises from theft, vandalism, and fire. The applicant's ~~approved~~ ***proposed*** security plan must be filed with the city manager or city manager's designee ***at the time of application, and the final security plan as approved by the chief of police or their designee shall be kept on file with the police department and city manager's office at all times***. The applicant shall agree to implement all measures set forth in the security plan. The security plan shall include, but not be limited to, the following security measures:

A. Storing ~~nonmedical~~ cannabis and ~~nonmedical~~ cannabis products not being manufactured or tested, in a secure room(s). Access to this/these room(s) shall be limited to key officers or employees.

B. Installation of 24-hour security surveillance cameras of at least high definition quality, to monitor all entrances and exits to and from the premises, all interior spaces where cannabis, cash, or currency is being stored, and all interior spaces where diversion of cannabis could reasonably occur. Access to the security surveillance camera network shall be given to the police department.

C. The location, make(s) and model(s) of all security infrastructure.

D. A floor plan showing the location of secure areas

~~E Any proposed building modifications~~

~~F. All other requirements determined by the city manager and/or city's chief of police.~~

~~C~~***E***. Retention of 24-hour surveillance camera footage for at least 60 days. All surveillance camera footage shall be made immediately available to the chief of police or the chief of police's designee, or to any other state or local law enforcement, upon request.

~~H. Should the business necessitate an increased police presence, the Chief of Police may require Licensee to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police. Any such additional measures required by the Chief of Police shall be at the business owner's sole expense.~~

F. The total amount of concentrated THC stored by a manufacturing business at any one time shall be documented, and records shall be made available to the chief of police or his/her designee at all times. The chief of police shall reserve the right to establish a limit on the amount of concentrated THC stored at any time.

~~J. All inventory, testing, usage, or other logs shall be made available to the Police Department or City Manager upon request.~~

~~K. All cannabis concentrate shall be stored in a secure facility as shown in approved floor plan. The secure area shall remain locked at all times, and shall be accessible only by those individuals identified and approved as "Responsible Parties."~~

~~DL~~***G***. Professionally installed, maintained and monitored alarm system. Notice of the triggered alarm shall be sent to the police department.

~~E~~*H*. Sensors installed to detect entry and exit from all secure areas.

~~F~~*I*. Use of commercial-grade, nonresidential locking mechanisms at all points of ingress and egress.

~~G~~*J*. Procedure whereby police ***department*** ~~are~~ ***is*** notified immediately upon any incidents of theft, vandalism, or any other instances stipulated by the chief of police ***or their designee***.

~~H~~*K*. Designation of a responsible individual, who will be the business's point of contact with city, police, and other law enforcement entities.

~~I~~*L*. Transportation plan detailing how and when nonmedical cannabis will be delivered to and from the commercial ~~nonmedical~~ cannabis business.

M. If the chief of police determines a business is disproportionately impacting police resources, the chief of police may require Licensee to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the police department, or such other measures as determined necessary by the chief of police. Any such additional measures required by the chief of police shall be at the Licensee's sole expense.

N. All inventory, testing, usage, or other logs shall be made available to the police department or city manager upon request.

O. All other requirements determined by the city manager and/or city's chief of police in their sole discretion.

5.70.170 ~~Commercial nonmedical cannabis permit revocation and suspension~~ ***Reserved***.

~~A commercial nonmedical manufacturing permit issued under this article may be immediately suspended and/or revoked for any of the following reasons:~~

~~A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.~~

~~B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the permit.~~

~~C. An operator/permit holder's state license for commercial nonmedical cannabis operations is revoked, terminated, or not renewed.~~

~~D. An operator/permit holder's commercial nonmedical cannabis permit is suspended or revoked.~~

~~E. The commercial nonmedical cannabis business fails to become operational within six (6) months of obtaining its commercial nonmedical cannabis permit.~~

~~F. Once operational, the business ceases to be in regular and continuous operation for 90 consecutive days.~~

~~G. State law allowing the use for which the permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.~~

~~H. Circumstances under which the permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.~~

~~I. The permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the permit application.~~

~~J. An operator/permit holder is not current on city taxes or fees.~~
~~K. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.~~

~~L. An operator/permit holder fails to adhere to the Security Plan, as may be modified by the Chief of Police.~~

~~LM. An operator/permit holder's state license for commercial nonmedical cannabis operations is suspended. The city shall not reinstate the permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any permit.~~

~~The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit. A suspension and/or revocation of a permit automatically suspends and/or revokes the permit holder's commercial nonmedical cannabis business operating agreement.~~

5.70.180 ~~Commercial nonmedical cannabis permit indemnification~~ ***Reserved.***

~~To the fullest extent permitted by law, commercial nonmedical cannabis permit holders shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its officers, officials, employees, agents and volunteers (collectively, "indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation attorney's fees, costs and fees of litigation (collectively, "liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a permit, except such liability caused by the sole gross negligence or willful misconduct of city.~~

5.70.190 ~~Dual application process~~ ***Reserved***.

~~A person may apply for a commercial medical cannabis permit and commercial nonmedical cannabis permit concurrently.~~

5.70.200 Penalty.

A. Violation of this article is a public nuisance.

B. Nothing in this article in any way limits any other remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this chapter. Such additional remedies include, but are not limited to, injunctive relief, administrative citations, or a cause of action under the California Narcotics Nuisance Abatement Act (Health and Safety Code Section 11570).

D. PMC section 18.08.080, is hereby amended to include the following commercial use classifications:

Cannabis Delivery. Consistent with state law, a facility or business that holds a valid and appropriate state license and conducts the retail sale of cannabis or cannabis products via delivery service to the end user. Cannabis Delivery includes both storefront retail businesses open to the public and engaged in the delivery of cannabis or cannabis products, as well as non-storefront cannabis businesses with a physical location in the city that sell and deliver cannabis or cannabis products to customers without a premises that is open to the public. This definition excludes "Cannabis Microbusiness."

Cannabis Retail. Consistent with state law, a facility or business that holds a valid state license and conducts the retail sale of cannabis or cannabis products. This definition excludes "Cannabis Microbusiness."

E. PMC section 18.08.100, is hereby amended as follows:

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 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 on-site tasting or retailing of products.

B. Industrial Service. Establishment that provides services in which industrial-type equipment, materials, and supplies are maintained on the site or that require on-site processing or handling of materials or substances.

1. Boatyard. Establishment providing facilities for the repair, detailing, painting,

maintenance, fabrication and handling of small boats such as pleasure craft and commercial fishing and tour boats, and related equipment. This includes ancillary boat ramps, drydocks, and handling facilities, and sail-making lofts.

2. Contractor. Establishment that furnishes supplies, equipment, or products, and performs services at off-site locations but which maintains equipment, vehicles with a gross vehicle weight in excess of 15,000 pounds, stock-in-trade, and related activities on-site within an enclosed building. Typical uses are construction, janitorial, excavation, demolition, pest control, landscape or building contracting services.

a. Contractor Yard. Storage yard and maintenance of equipment and supplies outside of a building.

3. Equipment Sales and Rental. Retail or wholesale sale or rental of new or used large vehicles such as tractors, construction or agricultural equipment, commercial utility trucks, and utility or freight trailers. Establishments in this classification may offer incidental repair and maintenance of equipment for sale or rent.

4. Laboratory. Establishment over 2,000 square feet, other than medical/dental lab, providing commercial testing, photofinishing, chemical or biological analytical service within an enclosed building.

a. Cannabis Testing Laboratory. Consistent with state law, an establishment that holds a valid state license that offers or performs tests of cannabis or cannabis products and that is both accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state and licensed by the state.

5. Laundry. Establishment that provides on-site cleaning services within an enclosed building. This classification includes industrial dry cleaning plant, commercial laundry and linen supply services, or diaper services.

6. Processor. Establishment in which materials or items are handled or processed including their related storage and sale. This classification includes rock or mineral crushing and processing services; lumber, building material and scrap metal salvage and handling; solid waste facility/materials recovery facility and transfer station; and auto dismantler within an enclosed building.

7. Repair/Jobbing Service. Establishment providing facilities within an enclosed building for the repair or custom manufacture of heavy business and industrial equipment, other than automobile, recreational vehicle and boat repair. Uses include welding and machine shop, foundry, metal finishing, tool making, or construction and material handling equipment repair services.

C. Manufacturing. An industrial activity involving the making of goods or products by manual labor or machine process, including incidental and related processing, storage, wholesaling and distribution.

1. Heavy. Establishment engaged in the primary production of and extraction of metals or chemical products from raw materials or the pre-production processing of basic products, including bulk storage and handling of such products and materials. Uses in this classification typically involve a high incidence of truck, rail, or ship traffic, and/or outdoor storage of products, materials, equipment, or bulk fuel. This classification includes steelworks and finishing mill; chemical and fertilizer plant; petroleum and gas refinery; lumber, paper, or textile mill; asphalt, concrete, and hot mix batch plant; stoneworks, glassworks, brick refractory; and concrete products manufacturing within an enclosed building.

2. Limited. Establishment engaged in the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials within an enclosed building, excluding food and drug processing.

3. Custom. Establishment primarily engaged in on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment. This classification may include the incidental direct sale to consumers of only those products produced on-site. Typical uses include ceramic studio, candle-making, boatwright, custom jewelry manufacture, ornamental iron works, cabinet shop, or stained/leaded glass studio.

4. Cannabis Manufacturing. Consistent with state law, an establishment that holds a valid state license and conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container, but excludes "Cannabis Microbusiness."

5. Cannabis Microbusiness. Consistent with state law, an establishment that holds a valid state license and is engaged in three of the following four commercial cannabis activities: cultivation of cannabis in an area less than 10,000 square feet; cannabis distributor; cannabis manufacturing; and cannabis retail.

D. Research and Development Production. Establishment primarily engaged in the research, development, testing, and controlled production and wholesale of high-technology electronic, industrial, or scientific products or commodities within an enclosed building, but does not include uses that may be objectionable by reason of production of offensive odor, dust, noise, vibration, or storage of hazardous materials. Uses include biotechnology, film, and nontoxic electronic and computer component manufacturers.

E. Transportation/Distribution. Activity and facility involving the distribution of freight or transportation services.

1. Commercial/Personal Transport Services. Establishment providing transportation

services including the incidental maintenance and storage of vehicles, but excluding establishments with facilities for long- or short-term storage of transported goods. This classification includes limousine, bus, taxi, or armored car services.

2. Railroad Terminal and Switchyard. Facility for distributing freight from rail cars and making up trains.

3. Truck Terminal. Establishment providing truck storage or facilities for the distribution, handling, processing, and long- or short-term storage of transported goods or packages. This classification does not include trucking activities accessory to a permitted or conditionally permitted use.

4. Wharf. Facility comprised of one or more docks and adjacent land, that is used for the berthing of ships and barges, and the distribution and handling of cargo.

5. Cannabis Distribution. Consistent with state law, an establishment that holds a valid state license and is engaged in the procurement, sale, and transport of cannabis and cannabis products between commercial cannabis businesses licensed by the state. This definition excludes "Cannabis Microbusiness."

F. Wholesaling and Storage. Establishment engaged in the wholesale, distribution and warehousing of goods. Uses in this category provide storage space for bulk quantities of commercial goods, or sell or arrange the sale of goods from suppliers to other wholesalers or retailers. Establishments under this classification may sort, package and label products for distribution, but do not display merchandise or accommodate walk-in retail customers.

1. With Interior Storage. Storage and handling of goods and equipment is entirely within an enclosed building.

2. With Exterior Storage. Storage and handling of goods and equipment is entirely or partially outdoors, even if screened from public view. This classification does not include junk or vehicle dismantling yard, or disposal facility.

F. PMC section 18.08.120 is hereby amended to add the following use classification:

Cannabis Cultivation.

1. Indoor. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation indoors for the purpose of commercial use, but excludes a "Cannabis Microbusiness."

2. Outdoor. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation outdoors for the purpose of commercial use, but excludes a "Cannabis Microbusiness."

3. Mixed Light. Consistent with state law, an establishment that holds a valid

state license and is engaged in cannabis cultivation utilizing a mixture of indoor and outdoor lighting for the purpose of commercial use, but excludes a "Cannabis Microbusiness."

G. PMC section 18.52.010, Schedule A, is amended to include the following uses and limitations:

	CO	CN	CC	CS	CSD	CW	CP
Cannabis Delivery	-	-	***L-175, L-176***	***L-175, L-176***	-	-	-
Cannabis Retail	-	-	***L-175, L-176***	***L-175, L-176***	-	-	-

L-175	***Businesses utilizing cannabis as a primary or accessory use shall comply with the requirements prescribed by Chapters 5.70 and 18.88 PMC. On-site tasting or sampling of cannabis products to or by the public is prohibited.***
L-176	***Limited to parcels located north of State Route 4 and east of Loveridge Road.***

H. PMC section 18.54.010, Schedule A, is amended to include the following uses and limitations, amend the identified permitting procedure related to 'Food and drug processing,' and amend Limitation 175 ("L-175"):

	IP	IL	IG
Commercial			
Cannabis Delivery	***L-175, L-177***	***L-175, L-178***	***L-175, L-178***
Cannabis Retail	***L-175, L-177***	***L-175, L-178***	***L-175, L-178***
Industrial			
Food and drug processing	U~~; L-175~~	U~~; L-175~~	U~~; L-175~~
Cannabis Testing Laboratory	***L-175; L-178***	***L-175; L-178***	***L-175; L-178***
Cannabis Manufacturing	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Cannabis Microbusiness	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***

Cannabis Distribution	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Agricultural and Extractive			
Cannabis Cultivation			
Indoor	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Outdoor	-	-	-
Mixed Light	-	-	-

IP, IL AND IG DISTRICTS – ADDITIONAL USE REGULATIONS

L-175	***Businesses utilizing cannabis as a primary or accessory use shall comply with the requirements prescribed by Chapters 5.70 and 18.88 PMC. On-site tasting or sampling of cannabis products to or by the public is prohibited.*** ~~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, and Chapters 5.70 and 18.88 PMC. On-site tasting, sampling, or retailing of cannabis products to or by the public is prohibited.~~
L-177	***Limited to areas located within the Railroad Avenue Specific Plan area south of State Route 4 and east of Harbor Street. Uses must also be set back a minimum of 200 feet from the right-of-way of Harbor Street, Leland Road, and Loveridge Road.***
L-178	***Limited to areas located north of Pittsburg-Antioch Highway and east of Loveridge Road.***

I. PMC Chapter 18.88 is amended as follows:

18.88.010 Definitions.

"Cannabis" shall have the same meaning as set forth in California Health and Safety Code Section 11018, et seq. Consistent with state law, it does not include industrial hemp, as defined in Health and Safety Code Section 11018.5.

"Commercial ~~medical~~ cannabis business" means ***business engaged in commercial activity involving cannabis and holding one or more state licenses. A single commercial cannabis business may hold multiple state licenses under a single city commercial cannabis permit.*** ~~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~~.

~~"Commercial nonmedical 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.~~

"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 cannabis" means cannabis used for medical purposes in accordance with the Compassionate Use Act, Health and Safety Code Section 11362.5, and the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq.

"Medical cannabis cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis as defined in Business and Professions Code Section 26000 et seq.

"Medical cannabis delivery" means the transfer of medical cannabis or medical cannabis products from a medical 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 cannabis or medical cannabis products.

"Medical 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 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 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 cannabis for medicinal purposes pursuant to Health and Safety Code Section 11362.5 et seq., and such group is organized as a medical 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 Health and Safety Code Section 11362.5 et seq.

For purposes of this chapter, a "medical 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 Health and Safety Code Section 11362.5 et seq.:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code;

2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the 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 Health and Safety Code;

4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code;

5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

"Medical cannabis products" means medical 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 cannabis or concentrated cannabis and other ingredients.
"Nonmedical cannabis" means cannabis that is intended to be used for nonmedical purposes pursuant to Health and Safety Code Section 11362.1 et seq. and Business and Professions Code Section 26000 et seq.

~~"Nonmedical cannabis cultivation" means the planting, growing, harvesting, drying or processing of cannabis plants or any part thereof pursuant to Health and Safety Code Section 11362.1 et seq. and Business and Professions Code Section 26000 et seq.~~

~~"Nonmedical cannabis delivery" means the commercial transfer of nonmedical cannabis or nonmedical cannabis products to a person, including any technology that enables persons to arrange for or facilitate the commercial transfer of nonmedical cannabis or nonmedical cannabis products.~~

~~"Nonmedical cannabis products" means nonmedical 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 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 cannabis dispensaries prohibited.~~ ***Reserved.***

~~Medical cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a medical cannabis dispensary.~~

18.88.030 ~~Medical cannabis deliveries prohibited.~~ ***Reserved.***

~~Medical cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, medical cannabis deliveries. This section shall not be interpreted to prohibit the transportation of medical cannabis through the city on public roads, as long as such transportation does not involve the delivery of medical cannabis within the city.~~

18.88.035 Commercial ~~nonmedical~~ cannabis businesses allowed.

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 5.70.150.

18.88.040 ~~Commercial medical cannabis businesses allowed.~~ ***Commercial cannabis permit.***

~~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 5.70.050.~~

A. It shall be unlawful for any person to operate a commercial cannabis business without a commercial cannabis permit, issued by the city, under the conditions set forth in this article and any other applicable provisions of the Pittsburg Municipal Code.

B. Each commercial cannabis permit shall be subject to approval by the city council.

1. To approve a commercial cannabis permit, the city council must make findings consistent with those set forth under section 18.16.040.

2. The city council may deny an application for a commercial cannabis permit, if it determines any of the following:

(a) The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;
(b) The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;
(c) It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a permit to the business;
(d) Potential threats to public health and safety cannot be sufficiently mitigated;
(e) Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city; or
(f) The proposed location would create a visual impact which would, in the sole discretion of the city council, negatively impact the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality.

C. Each commercial cannabis permit shall expire five (5) years from its date of issuance. Renewal of the permit shall be subject to city council approval, which must be obtained at a duly noticed, open and public meeting. Any permit holder is subject to an administrative fee to compensate city for its reasonable and actual costs to evaluate the renewals of permit and/or Operating Agreement, as well as annual evaluations of Operating Agreement compliance.

D. The commercial cannabis permit is not transferable, unless approved in writing by the city manager. Any attempt to assign or transfer the permit without prior written consent from the city manager shall render the permit null and void.

E. No commercial cannabis business shall be located within 600 feet of an existing, legally established school (as defined by PMC 18.08.060(V)), general day care (as defined by PMC 18.08.060(F)), club or lodge (as defined by PMC 18.08.060(B)) used exclusively as a youth center, city-owned park space which is open to the public, or library, as measured from the main entrance of the cannabis business to the nearest access point of the other use, following the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails. However, in no event shall a cannabis retail business, excluding microbusinesses, be located less than 1,000 feet from any legally established school, as measured by the shortest

direct line distance as measured from the main entrance of the cannabis business to the nearest parcel boundary of the other use.

F. The commercial cannabis business shall file an application for a commercial cannabis permit with the city manager on forms provided by the city, and shall pay an application fee and processing fee, which shall cover the actual costs associated with the city's processing of the application.

18.88.045 ~~Nonmedical cannabis deliveries prohibited.~~ ***Commercial cannabis permit holder qualifications.***

~~Nonmedical Cannabis Deliveries as a Prohibited Use. Nonmedical 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 cannabis deliveries.~~

All commercial cannabis permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the commercial cannabis permit application procedure.

A. Commercial cannabis permit holders shall apply in a timely manner for such other permits and approvals from other governmental agencies as may be required by state law. Prior to commencing operation of the business, Commercial cannabis permit holders shall secure all required governmental permits and supply copies to the city for review.

B. At all times, Commercial cannabis permit holder is required to maintain an active Business License and Commercial Cannabis Permit(s) with city, as well as all licenses required by the State of California.

C. Commercial cannabis permit holders, business operators, and employees must be 21 years of age or older.

D. Commercial cannabis permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any commercial cannabis permit holder, their business operators, and employees.

E. Commercial cannabis business owners, operators, managers, and employees must not have any felony conviction (other than felony convictions related solely to cannabis possession prior to the age of 21 and not within the previous twenty [20] years), as specified in Penal Code Sections 667.5(c) and 1192.7(c) or any criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

18.88.050 ~~Medical cannabis cultivation prohibited.~~ ***Commercial cannabis permit application.***

~~Medical cannabis cultivation is prohibited in the city. No person shall engage in medical cannabis cultivation in or upon any premises or property in any district in the city.~~

An application for a commercial cannabis permit shall include, but not be limited to, the following information:

A. The legal name, and any other names, under which the commercial cannabis business will operate.

B. The address of the location and the on-site telephone number, if known, of the commercial cannabis business.

C. The following information for each owner and manager of the commercial cannabis business:

> ***1. Complete legal name and any alias(es), address, and telephone number.***
> ***2. Date and place of birth.***
> ***3. Social security numbers.***
> ***4. Copy of a valid government issued photo identification card, license, or passport.***
> ***5. List of all criminal convictions, other than infractions for traffic violations, the jurisdiction of the convictions, and the circumstances thereof.***
> ***6. Names of businesses owned or operated by the owner(s) or manager(s) within the last 10 years.***
> ***7. Investor and/or partner information.***

D. Assessor's parcel number of the parcel upon which the commercial cannabis business will be located.

E. Notarized written authorization from the property owner and/or landlord, to operate a commercial cannabis business on the site.

F. Water Supply Acknowledgement. When deemed necessary by the city Engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient water supply exists for the use.

G. Wastewater Acknowledgement. When deemed necessary by the city Engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient wastewater capacity exists for the proposed use.

H. To the extent that the applicant intends to use any hazardous materials in

its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.

I. Property owner(s) and applicant(s) shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the permit and all provisions of the Pittsburg Municipal Code pertaining to the establishment and operation of the commercial cannabis business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the permit shall, in no way, allow any activity contrary to the Pittsburg Municipal Code, or any activity which is in violation of applicable laws.

J. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.

K. Signed indemnity provision.

L. A business operating plan as set forth in PMC 5.70.164;

M. A security plan as set forth in PMC 5.70.165;

N. Any other information the city deems necessary.

Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.

18.88.051 Performance standards for all commercial cannabis businesses.

A. Licensee shall at all times comply with state law including but not limited to the manufactured cannabis safety regulations at Title 17 California Code of Regulations Sections 40100 et seq. Licensee shall adhere to manufacturing practices as set forth in Title 21 of the Code of Federal Regulations, Parts 210, 211, 225, and 226.

B. All inventory of cannabis raw materials and finished products shall be kept in secured storage areas or as otherwise approved by the chief of police as specified within an approved security plan, to which only authorized personnel shall have access. Use and movement of all cannabis products, shall be logged from acceptance of shipment to delivery at retail location for inventory accuracy and management. Records shall be made available to the Police Department or any other agency with regulatory authority within 72 hours of written request therefor.

C. Licensee shall require all prospective employees to submit to a live scan at

a designated service provider and a background check by the California Department of Justice (DOJ) and local law enforcement. The cost of the background check shall be borne by the Licensee or the prospective employee. Licensee shall not employ any person in violation of PMC sections 5.70.052 and 5.70.161.

D. All raw or concentrated cannabis shall be securely stored in areas approved as specified in the operating agreement or as otherwise approved by the chief of police.

E. By-products of any cannabis business operation, including but not limited to those by products resulting from testing, cultivation, trimming, or manufacturing processes shall be disposed of pursuant to local and state laws.

F. The city manager may require measures to be taken to eliminate odors, in the event odors resulting from cannabis are shown to have continually occurred. These measures may include, but are not limited to, installation of industrial grade HEPA filtration and/or activated carbon filtration systems. Any required measures shall be taken at the sole cost of the Licensee.

G. Required Changes. City shall have the discretion to require changes to any of the terms within this section, upon reasonable notice to Licensee.

H. Licensee shall, to the fullest extent allowed by law, give preference to residents of the City of Pittsburg for employee hiring.

I. All signage shall be approved and placed in accordance with Title 19 of the Municipal Code. The Police Department and Planning Division shall reserve sole discretion in determining approved language and imagery at the project site.

J. All cannabis businesses open to the public shall prominently display signage near the public entrance designed to alert consumers to the possible health impact of cannabis use and smoke.

K. City may require additional provisions in the operating agreement.

18.88.052 Commercial cannabis permit revocation and suspension.

A commercial cannabis permit issued under this article may be immediately suspended and/or revoked for any of the following reasons:

A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.

B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the permit.

C. An operator/permit holder's state license for commercial cannabis operations is revoked, terminated, or not renewed.

D. An operator/permit holder's commercial cannabis permit is suspended or revoked.

E. The commercial cannabis business fails to become operational within six (6) months of obtaining its commercial cannabis permit.

F. Once operational, the business ceases to be in regular and continuous operation for 90 consecutive days.

G. State law allowing the use for which the permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.

H. Circumstances under which the permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.

I. The permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the permit application.

J. An operator/permit holder is not current on city taxes or fees.

K. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.

L. An operator/permit holder fails to adhere to the Security Plan, as may be modified by the chief of police.

M. An operator/permit holder's state license for commercial cannabis operations is suspended. The city shall not reinstate the permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any permit.

The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit. A suspension and/or revocation of a permit automatically suspends and/or revokes the permit holder's commercial cannabis business operating agreement.

18.88.053 Commercial cannabis permit indemnification

To the fullest extent permitted by law, commercial cannabis permit holders

shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its officers, officials, employees, agents and volunteers (collectively, "indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation attorney's fees, costs and fees of litigation (collectively, "liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a permit, except such liability caused by the sole gross negligence or willful misconduct of city.

18.88.055 Nonmedical cannabis cultivation.

The following regulations shall apply to the cultivation of nonmedical 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 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 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 cannabis.~~

~~C. Indoor Cultivation. Indoor cultivation of nonmedical 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~~C. Indoor Cultivation in Private Residence. The indoor cultivation of nonmedical 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 cannabis cultivation is prohibited as a home occupation.
2. All areas used for cultivation of nonmedical 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 cannabis is prohibited.
5. Any fully enclosed and secure structure or residential structure used for the cultivation of nonmedical cannabis must have a ventilation and filtration system installed that shall prevent 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 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 cannabis cultivation shall be limited to six cannabis plants per private residence, regardless of whether the 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 cannabis cultivation where such cultivation will prevent their primary use for cooking of meals, sleeping and bathing.

10. Cultivation of nonmedical cannabis shall only take place on impervious surfaces.

11. From a public right-of-way, there shall be no exterior evidence of nonmedical cannabis cultivation occurring on the parcel.

12. Nonmedical 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 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 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.

J. All tiles and numbering shall be updated as necessary to reflect the proposed additions or deletions.

Section 4.

The Planning Commission hereby further recommends that the City Council consider changes to the amendments set forth in the preceding section, including: 1) requirement that cultivation businesses utilize recycled water to the greatest extent possible; 2) the time period for which a prior conviction related to cannabis would disqualify an applicant be revised to ensure consistency with state law; 3) microbusinesses be included in the required 1,000-foot buffer from schools; and 4) an appeal process for administrative decisions made by the City Manager or Chief of Police following approval of a commercial cannabis permit be set forth within the PMC.

On motion by Commissioner C. Moreno, seconded by Commissioner Foster, the foregoing resolution was passed and adopted the 22nd day of June 2021, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Coniglio, Foster, C. Moreno, H. Moreno Jr., Perkins, Popova

NAYES:

ABSTAIN:

ABSENT: Robinson

I hereby certify that the above Resolution No. 10170 was adopted by the Planning Commission of the City of Pittsburg on June 22, 2021.

JORDAN DAVIS, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

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: **July 19, 2021**
TIME: **7:00 p.m.**
PLACE: **Streaming Video (see public advisory on next page)**

Concerning the following matter:

Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits.

This is a public hearing on a request for recommendation of City Council approval for comprehensive amendments to City of Pittsburg Municipal Code (PMC) Titles 5 and 18 related to commercial cannabis business permitting. The proposed updates would facilitate the expansion of the types of cannabis businesses allowed, including uses such as retail, cultivation, and microbusinesses, as well as the process and standards for business approval. On June 22, 2021, the Planning Commission adopted Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. This item also includes consideration of a resolution establishing the allowable number of commercial cannabis permits within the City limits.

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

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

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

What can I do if I have comments on the project?
Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to the project planner listed above or may be mailed to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the virtual public hearing on the date and time listed above (see advisory on next page for instructions on how to register a phone-in comment).

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

Para información en español:
(925) 252-4920

ALICE EVENSON
CITY CLERK

Project Title: Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits.

Location: City-Wide

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

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

Effective immediately, live comments will be allowed by members of the public via teleconferencing during Zoom meetings and written comments received after 3:00 p.m. on the day of the meeting will be read aloud by staff. To be placed in a queue to comment, please adhere to the following instructions.

To Participate in Public Comment During the Meeting:

- Notify the City Clerk's Office via email by 3:00 p.m. on the meeting date that you would like to be placed in the queue for general Public Comments, or comments on a specific agenda item. Requests received after 3:00 p.m. on the date of the meeting will not be able to comment.
- Email your name and telephone number to meetingcomments@ci.pittsburg.ca.us. We need both identifications to pair you with the item you wish to speak on. You must also be sure that you call in using the number you have provided or we may not be able to identify you as a speaker.
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- All comments will be subject to the three-minute time limitation (approximately 350 words).
- Begin your comment by providing your name and city of residence for the record – although providing this is not required for participation.
- Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

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

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 continued public hearing on:

DATE: **August 2, 2021**
TIME: **7:00 p.m.**
PLACE: **Streaming Video (see public advisory on next page)**

Concerning the following matter:

Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits.

This is a continued public hearing on a request for City Council approval of comprehensive amendments to City of Pittsburg Municipal Code (PMC) Titles 5 and 18 related to commercial cannabis business permitting. The proposed updates would facilitate the expansion of the types of cannabis businesses allowed, including uses such as retail, cultivation, and microbusinesses, as well as the process and standards for business approval. On June 22, 2021, the Planning Commission adopted Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. This item also includes consideration of a resolution establishing the allowable number of commercial cannabis permits within the City limits.

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

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Para información en español:
(925) 252-4920

Alice E. Evenson
ALICE EVENSON
CITY CLERK

Project Title: Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits.

Location: City-Wide

PUBLIC ADVISORY:
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- Email your name and telephone number to meetingcomments@ci.pittsburg.ca.us. We need both identifications to pair you with the item you wish to speak on. You must also be sure that you call in using the number you have provided or we may not be able to identify you as a speaker.
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The City of Pittsburg thanks you in advance for taking all precautions to prevent the spread of the COVID 19 virus.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Introduction and Waive Further Reading of an Ordinance Amending Pittsburg Municipal Code Chapter 9.20 Fireworks to Increase Fine and Expand Violations

MEETING DATE: August 2, 2021

EXECUTIVE SUMMARY

Staff recommends amending Pittsburg Municipal Code Chapter 9.20 on fireworks to increase the fine for any violation to $1,000 and expand violations to responsible parties as defined.

FISCAL IMPACT

There is no fiscal impact from the action.

RECOMMENDATION

Introduce and waive first reading of an ordinance amending the Pittsburg Municipal Code Chapter 9.20 fireworks.

BACKGROUND

Chapter 9.20 of the Pittsburg Municipal Code addresses fireworks and was originally adopted in 1937. Since that time, both the nature of fireworks products and provisions in state law have changed. In addition, there is increasing concern over the widespread use of fireworks in the City throughout the year. The frequency of use, and the inherent risk that fireworks will cause injury to persons and damage to property, has prompted a review of Chapter 9.20. Staff has concluded that it is desirable for the City to amend Chapter 9.20 to provide a more effective deterrent to fireworks usage. From June 27 through July 4, 2021, Pittsburg police officers responded to 490 fireworks calls, issued 18 citations for fireworks violations, made one arrest for sales of illegal fireworks, and seized 50 pounds of fireworks. On July 4, 2021, fire and police personnel responded to 40 fire-related calls for service which included multiple grass/brush fires, three structure fires and one vehicle fire.

SUBCOMMITTEE FINDINGS

The amendment was not discussed at subcommittee.

STAFF ANALYSIS

The proposed ordinance updates Chapter 9.20, which was originally adopted in 1937. The current Chapter 9.20 provides that it is illegal to use any type of firework. Violation of the Chapter is an infraction, subject to fines limited by state law to $100 for the first offense, $200 for the second, and $500 for the third. The proposed amendment similarly prohibits the use of any type of firework, with the minor exception of party poppers and snap caps. The exception aligns with State Fireworks Law and with the County.

The amendment expressly states that a violation of Chapter 9.20 is a misdemeanor. As such, state law allows for a fine of $1,000 for any violation. The proposed amendment authorizes administrative citations for violations.

The amendment also provides that a “responsible party” may be cited for violations. A responsible party is defined to include those who own, rent out or have immediate control of property where the fireworks activity takes place, as well as anyone who organizes or controls fireworks activity, and had knowledge of the fireworks activity.

ATTACHMENTS:
Ordinance

Report Prepared By:
Brian Addington, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending Pittsburg Municipal Code)
Chapter 9.20 Fireworks to Increase) ORDINANCE NO. 21-1491
Amount of Fine and Expand Violations)

The Pittsburg City Council DOES ORDAIN as follows:

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, from June 27 through July 4, 2021, Pittsburg police officers responded to 490 fireworks calls, issued 18 citations for fireworks violations, made one arrest for sales of illegal fireworks, and seized 50 pounds of fireworks. On July 4, 2021, fire and police personnel responded to 40 fire-related calls for service which included multiple grass/brush fires, three structure fires and one vehicle fire; and

WHEREAS, possession and use of fireworks has been detected in Pittsburg at other times of the year, threatening or resulting in damage to persons and property, and creating a burden on public safety resources; and

WHEREAS, there is a need for more effective deterrence to reduce the use of fireworks throughout the City and minimize the risk of damage to persons and property.

NOW, THEREFORE, the City Council of the City of Pittsburg Does ORDAIN as follows:

(new language in ***bold italic***, deleted language in ~~strikethrough~~)

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Amendment. Chapter 9.20 of the Pittsburg Municipal Code is hereby amended to read as follows:

Chapter 9.20
FIREWORKS

Sections:
9.20.010 ***Definitions.*** ~~Prohibitions.~~
9.20.020 Prohibition.
9.20.030 Exceptions.
9.20.040 Responsible party liability.
9.20.050 Enforcement.

9.20.010 Definitions. For purposes of this chapter, the following words and phrases have the following meanings:

A. "Fireworks" has the meaning set forth in Health and Safety Code section 12511.

1. The term "fireworks" includes the following:

a. "Dangerous fireworks," as defined in Health and Safety Code section 12505.

b. "Safe and sane fireworks," as defined in Health and Safety Code section 12529.

2. The term "fireworks" excludes the following:

a. "Exempt fireworks," as defined in Health and Safety Code section 12508.

b. "Party poppers" and "snap caps," as each is defined in California Code of Regulations, Title 19, section 980.

B. "Responsible party" means any of the following:

1. A person that owns, rents, leases, or otherwise has possession of, or is in immediate control of, a residence or other private property or a vessel.

2. A person that organizes, supervises, sponsors, conducts, allows, controls, or controls access to, the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at a residence or other private property or on a vessel.

C. "Vessel" has the meaning set forth in Harbors and Navigation Code section 651.

~~It is unlawful for any person to purchase, sell or light any fireworks in the city. For the purposes of this section, "fireworks" means:~~

~~A. All articles commonly known as fireworks including firecrackers;~~

~~B. All kinds of "sparklers" using wooden handles; all trick or shooting matches, trick cigars, shooting or flying arrows, house afire, and all balloons containing fire or explosives.~~

9.20.020 Prohibition. No person shall possess, manufacture, sell, offer to sell, use, or discharge, any fireworks.

9.20.030 Exceptions. This chapter does not prohibit the proper use of flares by railroad personnel, peace officers, fire officials, or motorists.

9.20.040 Responsible party liability. A responsible party shall maintain, manage, and supervise the residence or other private property, or vessel, for which they are responsible to prevent violations of this chapter. A responsible party violates this chapter if any person possesses, manufactures, sells, offers to sell, uses, or discharges, any fireworks at the residence or other private property, or on the vessel, for which the responsible party is responsible, regardless of whether the responsible party is present when the violation occurs, if the responsible party had knowledge of the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at the residence or other private property.

9.20.050 Enforcement. Violation of this chapter is a misdemeanor. The City may seek compliance with this chapter by any remedy allowed under this code and any

other remedy allowed by law, including but not limited to the administrative citation procedures set forth in Section 1.20.030. The amount of the administrative fine is $1,000 for each violation.

Section 3. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

Section 4. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 5. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on August 2, 2021, and was adopted and ordered published at a meeting of the City Council held on _____, 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: July 19, 2021

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

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

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

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

Vice-Mayor White called the meeting of the City Council to order at 7:06 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:30 P.M. for Closed Session for the following items:

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

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

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Section 54956.9(d)(2)

Number of cases: one

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell, Charles Sakai, Sloan Sakai Yeung & Wong LLP

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856, International Brotherhood of Electrical Workers Local 1295

Unrepresented employees: Management Group; Senior Executive Team

City Attorney Mooney stated the Successor Agency Governing Board met in closed session with its real property negotiators and direction was provided. City Council met in closed session for a conference with legal counsel; there was no reportable action. City Council met with its labor negotiators regarding specified bargaining units; the City Council received an update and provided direction.

ROLL CALL

Members Scales-Preston and Craft were absent and excused.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PRESENTATION

4. Big Data for Mobility presented by CCTA and Street Light Data

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on COVID-19 management.

PUBLIC COMMENTS

Peter Wilson, Pittsburg, Chair of the Contra Costa Library Commission requested the Council to support of Measure X for extended library hours.

Bruce Ohlson, Pittsburg, commented on the Federal infrastructure bill that may soon be approved, and the opportunity for improvements for bicyclists and pedestrians throughout the City.

Zelda LeFrak-Belleci, Pittsburg, also requested support of Measure X.

COMMITTEE REPORTS

Member Killings attended the CDBG Subcommittee meeting.

Vice-Mayor White along with Member Scales-Preston attended the Public Safety Subcommittee.

Member Banales attended the Land Use Subcommittee meeting and the Finance Subcommittee meeting.

PUBLIC HEARING

5. Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits

City Manager Evans recommended this item be continued to August 2, 2021. He suggested the Public Hearing be opened, testimony taken, and the Public Hearing be continued to that date.

Vice-Mayor White opened the Public Hearing. There being no one to speak to the item, the Public Hearing remains open until August 2, 2021.

6. Adoption of a City Council Resolution to Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-01, Citywide (Fiscal Year 2021-22)

Vice-Mayor White opened the Public Hearing. There being no one to speak to the item, Vice-Mayor White closed the Public Hearing.

On Motion by Member Killings, seconded by Member Banales to adopt and carried by the following vote:

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

7. Adoption of a City Council Resolution to Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-02, Oak Hills (Fiscal Year 2021-22)

Vice-Mayor White opened the Public Hearing. There being no one to speak to the item, Vice-Mayor White closed the Public Hearing.

On Motion by Member Killings, seconded by Member Banales to adopt and carried by the following vote:

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

CONSIDERATION

8. By Minute Order, Select a Commission Appointment to a Vacancy on the Contra Costa County Advisory Council on Aging

On Motion by Member Killings, seconded by Member Banales to appoint Kathryn (Kacey) Carterelliott to the Contra Costa County Advisory Council on Aging and carried by the following vote:

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

9. Adoption of a City Council Resolution Authorizing Consultant Service Agreement with FirstCarbon Solutions for the Blue Wave Car Wash Project

On Motion by Member Banales, seconded by Member Killings to adopt and carried by the following vote:

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

CONFLICT OF INTEREST STATEMENT

There were no conflict of interests statements.

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

On Motion by Member Banales, seconded by Member Killings to adopt and carried by the following vote:

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

10. Minutes of June 21, 2021

11. A Pittsburg Power Company Resolution Authorizing the Executive Director to Enter into a Contract with Contra Costa County Workforce Development Board for Future Build Cohorts 20 and 21 and Establishing the Future Build Budget for Fiscal Year 2021-2022

12. A Pittsburg Power Company Resolution Approving the Fiscal Year 2021-2022 Consultant Agreement with Open Opportunities Incorporated

13. Adoption of a City Council Resolution to Authorize City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Sodium Hydroxide

14. Adoption of a City Council Resolution to Authorize City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Sodium Chlorite

15. Adoption of a City Council Resolution Authorizing the City Manager to Execute Contract Agreement for Water and Sewer Supplies

16. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute a Contract for Automatic Meter Reading Supplies

17. Adoption of a City Council Resolution Accepting the Plans and Specifications, Re-Allocating Funds, Making Findings in Support of Waiving Competitive Bidding Requirements, and Approving Award of a Sole Source Contract to Bay Cities Paving & Grading, Inc. for Project 2232, 2020/21 Pavement Maintenance Project

18. Adoption of a City Council Resolution Accepting the Public Improvements for Subdivision 9480 San Marco Unit 13

19. Adoption of a City Council Resolution Authorizing the Execution of an Agreement between the City and Contra Costa County for Completion of Project 2025, Bailey Road Double Chip Seal Project

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

21. Adoption of a City Council Resolution to Approve One Reclassification

22. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the International Brotherhood of Electrical Workers Union, Local 1245 for the Period July 1, 2021 through June 30, 2022

23. Adoption of a City Council Resolution to Amend Management Group and Senior Executive Team Salary and Benefit Schedules

24. Adoption of a City Council Resolution Designating a Voting Delegate at the League of California Cities Annual Conference in September 2021

25. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Professional Services Agreement for Environmental Consultation Services

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Vice-Mayor White attended Darrell Daniels Community Day at City Park which was a well-attended event.

ADJOURNMENT

The City Council adjourned at 8:04 P.M. to August 2, 2021.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

TO: Mayor/Chair and Council/Governing Board Members

FROM: Garrett Evans, Executive Director/City Manager

SUBJECT: Adoption of a City Council Resolution Selling to the Pittsburg Power Company and a Pittsburg Power Company Resolution Purchasing and Accepting from the City the Northwest Corner of Railroad Avenue and Civic Avenue (APN 086-100-015)

MEETING DATE: August 2, 2021

EXECUTIVE SUMMARY

The City proposes to sell to the Pittsburg Power Company (PPC), and PPC proposes to purchase the from the City the northwest corner of Railroad Avenue and Civic Avenue, also known as Contra Costa County Assessor's Parcel Number 086 100-015 (Property) in anticipation of opportunities for PPC to expand its electrical service operations.

FISCAL IMPACT

The City will sell to PPC and PPC will purchase from the City the Property for $534,139.73.

The City's General Fund will use the sales proceeds to pay off a loan, including interest (Interfund Loan), it borrowed from the Sewer Funds.

RECOMMENDATION

City Council adopt the Resolution authorizing the sale of the Property to PPC, executing a Grant Deed, and using the sales proceeds to pay off the Interfund Loan.

Governing Board of the PPC adopt the Resolution to purchase and accept the Property, and allocate the funds from its fund balance to pay for the purchase of the Property.

BACKGROUND

On April 18, 2018, the City Council adopted Resolution 18-13457, authorizing the acquisition of the Property and approving an Interfund Loan whereby the City's General Fund borrowed from the Sewer Fund in order to complete the acquisition of the Property. The City's acquisition of the Property was to provide the City with various options for public improvements to address the traffic conditions, the concerns related to pedestrian safety,

and the anticipated demand for public parking as a result of the Pittsburg Center BART station on Railroad Avenue.

SUBCOMMITTEE FINDINGS

The sale and purchase of the Property were not discussed in a subcommittee.

STAFF ANALYSIS

The Surplus Land Act at California Government Code Section 54220 et seq. defines exempt surplus land to include surplus land that a local agency is transferring to another local agency for the agency's use, and requires that a local agency declare land as surplus land or exempt surplus land, as supported by written findings before taking action to dispose of it.

While there is an increase in ridership since the completion of the Pittsburg Center BART Station, the demand for BART parking in the area has not materialized as previously anticipated. In addition, as a result of COVID-19, more people and students have been working and learning remotely and traffic on Railroad Avenue has not increased as previously anticipated. The City, therefore, has no current plans to make improvements at the intersection of Civic and Railroad Avenues. Rather, public improvements will be completed in other City locations as described in the Capital Improvement Project Program.

Proposed projects in the Civic Center area include a hotel on the southwest corner of Center Drive and Railroad Avenue, a residential development on Civic Avenue, and an office building on Center Drive. There may be other development opportunities in the Civic Center area.

Using PPC funds derived from non-rate payer generated revenues from such projects as Transbay Cable, Delta Energy Center, and Los Medanos Energy Center, PPC is proposing to purchase the Property. As Pittsburg's Civic Center develops, there may be opportunities to provide electricity to the area. PPC will land bank the Property until such opportunities become feasible.

ATTACHMENTS: Resolution – City Council
Resolution – Pittsburg Power Company
Purchase and Sale Agreement

Report Prepared By: Maria M. Aliotti, Deputy City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Declaring Property at Railroad Avenue and Civic Avenue (APN 086-100-015) as Exempt Surplus Land and Authorizing Execution of Purchase and Sale Agreement with Pittsburg Power Company	)	RESOLUTION NO. 21-

WHEREAS, on April 18, 2018, the City Council adopted Resoltuion 18-13457, authorizing the acquisition of the northwest corner of Railroad Avenue and Civic Avenue, also known as Contra Costa County Assessor's Parcel Number 086-100-015 (Property) and approving an interfund loan (Interfund Loan) whereby the City's General Fund borrowed from the Sewer Fund in order to complete the acquisition of the Property; and

WHEREAS, the City's acquisition of the Property was to provide the City with various options for public improvements to address traffic conditions, concerns related to pedestrian safety, and the anticipated demand for public parking as a result of the Pittsburg Center BART station on Railroad Avenue; and

WHEREAS, while there is an increase in ridership since the completion of the Pittsburg Center BART Station, the demand for BART parking in the area has not materialized as previously anticipated. In addition, as a result of COVID-19, more people and students have been working and learning remotely and traffic on Railroad Avenue has not increased as previously anticipated; and

WHEREAS, the City, therefore, has no current plans to make improvements at the intersection of Civic and Railroad Avenues. Rather, public improvements will be completed in other City locations as described in the Capital Improvement Project Program; and

WHEREAS, proposed projects in the Civic Center area include a hotel on the southwest corner of Center Drive and Railroad Avenue, a residential development on Civic Avenue, and an office building on Center Drive. There may be other development opportunities in the Civic Center area; and

WHEREAS, using funds derived from non-rate payer generated revenues from such projects as Transbay Cable, Delta Energy Center, and Los Medanos Energy Center, the joint powers authority Pittsburg Power Company (PPC) is proposing to purchase the Property. As Pittsburg's Civic Center is developed, there may be opportunities to provide electricity to the area. PPC seeks to acquire the Property in anticipation of such opportunities becoming feasible; and

WHEREAS, the City proposes to sell to PPC, and PPC proposes to purchase from the City, the Property in anticipation of an opportunity for a PPC project to expand its electrical service operations; and

WHEREAS, the Surplus Land Act at California Government Code Section 54220 *et seq.* defines exempt surplus land to include surplus land that a local agency is transferring to another local agency for the agency's use, and requires that a local agency declare land as surplus land or exempt surplus land, as supported by written findings before taking action to dispose of it.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby:

1) Finds that the Property is not required for the City's use for reasons set forth in the above recitals, further finds that a sale of the Property to the joint powers authority PPC constitutes a transfer to another local agency for the agency's use, specifically for operations to supply electric service to end users as the Civic Center is further developed, and declares the Property exempt surplus land pursuant to Section 54221(f)(1)(D) of the Surplus Land Act.

2) Authorizes the City Manager to execute a Purchase and Sale Agreement with PPC for a sale price of $534,048.73, and execute a Grant Deed conveying the Property to PPC.

3) Directs the City Manager to deposit the sale proceeds into the City's General Fund, and use such proceeds to pay off the Interfund Loan from the Sewer Fund.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 2nd day of August 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Purchasing and Accepting the Northwest Corner of Railroad Avenue and Civic Avenue APN 086-100-015 from the City of Pittsburg	)))	RESOLUTION NO. 21-

WHEREAS, on April 18, 2018, the City Council adopted Resoltuion 18-13457, authorizing the acquisition of the northwest corner of Railroad Avenue and Civic Avenue, also known as Contra Costa County Assessor's Parcel Number 086-100-015 (Property) and approving an interfund loan (Interfund Loan) whereby the City's General Fund borrowed from the Sewer Fund in order to complete the acquisition of the Property; and

WHEREAS, the City's acquisition of the Property was to provide the City with various options for public improvements to address the traffic conditions, the concerns related to pedestrian safety, and the anticipated demand for public parking as a result of the Pittsburg Center BART station on Railroad Avenue; and

WHEREAS, while there is an increase in ridership since the completion of the Pittsburg Center BART Station, the demand for BART parking in the area has not materialized as previously anticipated. In addition, as a result of COVID-19, more people and students have been working and learning remotely and traffic on Railroad Avenue has not increased as previously anticipated; and

WHEREAS, the City, therefore, has no current plans to make improvements at the intersection of Civic and Railroad Avenues. Rather, public improvements will be completed in other City locations as described in the Capital Improvement Project Program; and

WHEREAS, proposed projects in the Civic Center area include a hotel on the southwest corner of Center Drive and Railroad Avenue, a residential development on Civic Avenue, and an office building on Center Drive. There may be other development opportunities in the Civic Center area; and

WHEREAS, using Pittsburg Power Company (PPC) funds derived from non-rate payer generated revenues from such projects as Transbay Cable, Delta Energy Center, and Los Medanos Energy Center, PPC is proposing to purchase the Property. As Pittsburg's Civic Center is developed, there may be opportunities to provide electricity to the area. PPC will land bank the Property until such opportunities become feasible; and

WHEREAS, the City proposes to sell to PPC, and PPC proposes to purchase from the City the Property in anticipation of an opportunity for a PPC project to expand its electrical service operations.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the Executive Director to execute a Purchase and Sale Agreement with a sale price of $534,139.73, and accepts the Property from the City.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 2nd day of August 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Garrett Evans, Agency Secretary

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into as of July 20, 2021 (the "**Effective Date**") by and between the City of Pittsburg, California, a municipal corporation ("**City**") Pittsburg Power Company, a joint powers authority ("**PPC**"). City and PPC are collectively referred to herein as the "**Parties**."

RECITALS

A. City is the owner of certain real property located at the northwest corner of Railroad Avenue and Civic Avenue, also known as Contra Costa County Assessor's Parcel Number 086 100-015 ("**Property**").

B. City's acquisition of the Property was to provide the City with various options of public improvements that will address the traffic conditions, the concerns related to pedestrian safety, and the anticipated demand for public parking as a result of the Pittsburg Center BART station on Railroad Avenue.

C. While there is an increase in ridership since the completion of the Pittsburg Center BART Station, the demand for BART parking in the area has not materialized as previously anticipated. In addition, as a result of COVID-19, more people and students have been working and learning remotely and traffic on Railroad Avenue has not increased as previously anticipated.

D. The City, therefore, has no current plans to make improvements at the intersection of Civic and Railroad Avenues. Rather, public improvements will be completed in other City locations as described in the Capital Improvement Project Program.

E. The proposed projects in the Civic Center area include a Courtyard by Marriott on the southwest corner of Center Drive and Railroad Avenue, a residential development on Civic Avenue, and an office building on Center Drive. There may be other development opportunities in the Civic Center area.

F. PPC is proposing to purchase the Property. As Pittsburg's Civic Center is developed, there may be opportunities to provide electricity to the area. PPC will land bank the Property until such opportunities become feasible.

G. PPC agrees to purchase the Property from the City, and City agrees to sell the Property to PPC for $534,048.73.

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, City and PPC 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, City agrees to sell the Property to PPC, and PPC hereby agrees to acquire the Property from City.

2.2 Purchase Price. The purchase price for the Property to be paid by PPC to City is $534,048.73.

3. Environmental and Natural Hazards Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the PPC of real property. Other applicable laws require City to provide certain disclosures regarding natural hazards affecting the Property. City agrees to make all necessary disclosures required by law.

4. CLOSING AND PAYMENT OF PURCHASE PRICE.

4.1 PPC's Conditions to the sale. PPC's obligation to purchase the Property is subject to the satisfaction of all of the following conditions:

(a) City has performed all obligations to be performed by City pursuant to this Agreement.

(b) City's representations and warranties herein are true and correct in all material respects as of the recording of the Grant Deed.

(c) There shall be no litigation, arbitration or proceeding pending or threatened before any court or administrative agency that relates to or affects the Property, City's performance hereunder, PPC's intended use of the Property, or which will result in any unsatisfied lien, charge, encumbrance or judgment against any part of or any interest in the Property.

(d) The Property shall be free of any leasehold, tenancy, occupancy or other possessory interests.

4.2 City's Conditions to Closing. The City's obligation to sell and convey the Property to PPC are subject to the satisfaction of the following conditions:

(a) PPC has performed all obligations to be performed by PPC pursuant to this Agreement before the recording of the Grant Deed.

(b) PPC's representations and warranties set forth herein are true and correct in all material respects as of the recording of the Grant Deed.

4.3 Conveyance of Title. The Property will be conveyed by City to PPC in an "as is" condition, with no warranty, express or implied, by City 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 City from disclosure of any such conditions of which City has actual knowledge.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 City's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of City contained in other sections of this Agreement, City hereby represents, warrants and covenants to PPC that the statements below in this Section 6.1 are each true and correct as of the Effective Date and shall be deemed remade and true as of the recording of the Grant Deed, provided however, if to CIty's actual knowledge any such statement becomes untrue prior to recording of the Grant Deed, City will notify PPC in writing and PPC will have three (3) business days thereafter to determine if PPC wishes to proceed. If PPC determines it does not wish to proceed, then the terms of Section 6.2 will apply.

(a) Authority. City is a public agency, lawfully formed, in existence and in good standing under the laws of the State of California. PPC has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by City, and upon delivery to and execution by PPC is a valid and binding agreement of City.

(b) Encumbrances. City has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the 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. City will not, directly or indirectly, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest, as long as this Agreement is in force.

(c) There are no agreements affecting the Property except those that have been disclosed in writing by City.

(d) There is no litigation, arbitration or proceeding pending, or to City's knowledge, threatened, before any court or administrative agency or any other

condition that relates to or affects the Property, City's performance hereunder, PPC's intended use of the Property, or which will result in any unsatisfied lien, charge, encumbrance or judgment by City against any part of or any interest in the Property.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement are conditions precedent to PPC's obligation to proceed. 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.

5.2 PPC's Representations and Warranties. In addition to the representations, warranties and covenants of PPC contained in other sections of this Agreement, PPC hereby represents, warrants and covenants to City that the statements below in this Section 6.5 are each true as of the Effective Date, and, if to PPC's actual knowledge any such statement becomes untrue prior to the recording of the Grant Deed, City shall so notify City in writing and City shall have at least three (3) business days thereafter to determine if City wishes to proceed.

(a) PPC is a joint powers authirity. PPC 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 PPC, and upon delivery to and execution by City shall be a valid and binding agreement of PPC.

(b) PPC 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.

6. BROKERS. City represents that no real estate broker has been retained in the sale of the Property or the negotiation of this Agreement. PPc represents that no real estate broker has been retained by PPC in the procurement of the Property or negotiation of this Agreement. PPC shall indemnify, hold harmless and defend.

7. MISCELLANEOUS.

7.1 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.

7.2 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive.

7.3 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.

7.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

7.5 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.

7.6 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.

7.7 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 Pittsburg Power Company:
Pittsburg Power Company
65 Civic Avenue
Pittsburg, CA 94565
Attn: Executive Director

To City of Pittsburg:
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Manager

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.

7.8 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 Approvals. Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City's Executive Director or his or her designee(s) shall constitute the approval, consent, extension or waiver of the City, without further authorization required from the City's Board. The City 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 City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the City.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement is executed by PPC and City as of the Effective Date.

City:

City of Pittsburg

By: _____
Garrett Evans
Executive Director

Attest:

_____
Agency Secretary

Reviewed as to Form:

_____
Agency Counsel

PPC:

Pittsburg Power Company

By: _____
Name: Garrett Evans
Executive Director

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Plans and Specifications, and Awarding Contract for Construction of Project 5004 E 9th Street Water and Sewer Improvements Project

MEETING DATE: August 2, 2021

EXECUTIVE SUMMARY

The East 9th Street Water and Sewer Improvements Project (the "Project") is for the replacement of water and sewer pipelines on East 9th Street between Cumberland Street and Los Medanos Street. Adoption of this resolution will accept plans and specifications, and award a construction contract to California Trenchless, Inc. from Hayward as the lowest responsible, responsive bidder.

FISCAL IMPACT

Project 5004 has a current approved budget of $700,000 for design and construction, including $400,000 from the Water Operations Fund (Fund 501) and $300,000 from the Sewer Operations Fund (Fund 521). A Project Summary is attached to this report.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the plans and specifications for Project 5004, East 9th Street Water and Sewer Improvements and authorize the City Manager to execute a contract in the amount of $358,135, with California Trenchless, Inc. for construction of the Project.

Staff further recommends that a construction contingency of $53,720 (15% of the contract amount) be authorized for the Project. Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

BACKGROUND

The Project includes rehabilitation of water and sanitary sewer facilities on East 9th Street between Cumberland Street and Los Medanos Street. This work will help alleviate chronic problem areas that require a significant amount of maintenance and repairs by the City's Public Works Department.

On December 21, 2020, the City Council approved Resolution 20-13865 allocating $400,000 from the Water Operations Fund (Fund 501) ad $300,000 from the Sewer Operations Fund (Fund 521) to the Project.

Advertising for the Project began on June 2, 2021. Bids for construction of the Project were opened on July 7, 2021. California Trenchless, Inc was the lowest responsive, responsible Base Bid in the amount of $358,135.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The water and sewer lines on East 9th Street between Cumberland Street and Los Medanos are more than 90 years old and are susceptible to water breaks and sewer backups. Rehabilitation of these water and sanitary sewer facilities will help alleviate the amount of maintenance and repairs performed by the Public Works Department.

Staff received three bid proposals for construction of the Project. The bids received have been checked for arithmetical errors, completeness, and conformance with the bid requirements and California Trenchless, Inc. was the lowest responsive bidder. A bid summary is also attached to this report. The Engineer's estimate was 9% more than the low bidder.

Staff has determined that the low bid proposal submitted by California Trenchless, Inc. is responsive to the requirements set forth in the bidding documents. Staff recommends awarding the base bid for a total contract amount of $358,135.

Based on the updated project budget estimate, there is a projected fund balance within the Project budget. Upon completion of the Project, unexpended funds will be returned to the funding sources for use on other projects.

Project construction is scheduled to last 100 days, and will include pipe removal and replacement, valve installation, roadway restoration and work in private property easements.

The recommended construction contingency of $53,720 is 15% of the construction contract and will provide funds for unforeseen work that may be required. A Bid Summary is attached to this report.

ATTACHMENTS: Resolution
Project Budget Summary
Bid Summary

Report Prepared By: Calvin Chung, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Accepting)
Plans and Specifications, and Awarding Contract)
For Construction of Project 5004 E. 9th Street) RESOLUTION NO. 21-
Water and Sewer Improvements Project)

WHEREAS, Contract 2021-02, East 9th Street Water and Sewer Improvements Project (the "Project") consists of the rehabilitation of sanitary sewer and water facilities at East 9th Street between Cumberland Street and Los Medanos Street; and

WHEREAS, the Project is currently funded with $400,000 from Water Operation Fund (WOF) (Fund 501), and $300,000 from Sewer Operations Funds (SOF) (Fund 521); and

WHEREAS, the total Project budget is $700,000 (Project 5004); and

WHEREAS, plans and specifications for the Project were completed by BKF Engineers; and

WHEREAS, the Project is Categorically Exempt from the CEQA review process per Class 2, Section 15302 "Replacement or Reconstruction" of the CEQA Guidelines; and

WHEREAS, bids for the Project were opened on July 7, 2021, and California Trenchless, Inc. submitted the lowest responsive, responsible bid of $358,135; and

WHEREAS, staff recommends that the City Council accept the plans and specifications and authorize the City Manager to execute a contract in the amount of $358,135 with California Trenchless, Inc. for construction of the Project; and

WHEREAS, staff recommends that the City Council adopt the attached Resolution establishing a construction contingency of $53,720 (approximately 15% of the contract amount); and

WHEREAS, staff further requests that the City Engineer or his designee be authorized to approve contract change orders for this Project for a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project for a total amount not to exceed 100% of the contingency amount.

NOW, THEREFORE, the City Council DOES RESOLVE 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 hereby accepts the plans and specifications for the Project.

Section 3.
The City Council authorizes the City Manager to execute a construction contract for the base bid amount of $358,135 with California Trenchless, Inc. from Hayward, California

Section 4.
The City Council authorizes a construction contingency in the amount of $53,720 for unforeseen expenses.

Section 5.
The City Engineer is authorized to approve contract change orders for the Project for a total amount not to exceed 50% of the contingency and the City Manager shall be authorized to approve contract change orders for the Project for a total amount not to exceed 100% of the contingency amount.

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

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 2nd day of August 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

East 9th Street Water & Sewer Improvements

Project Budget Summary

Project Funding

	Fund 501 Water Operations Fund		$400,000
	Fund 521 Sewer Operations Fund		$300,000
		Funding Total	**$700,000**

Project Expenditures:

Design:	Consultant Design Fee		$65,900
(Code 2122)	Contingency (~15%)		$9,885
		Subtotal	$75,785
Miscellaneous:	Advertising		$1,000
(Code 1399)	CEQA Exemption Filing		$100
	Reproduction		$900
		Subtotal	$2,000
Construction:	Construction Contract		$358,135
(Code 2281)	Contingency (~15%)		$53,720
	Material Testing		$15,000
		Subtotal	$426,855
Wages/Benefits	Staff Time for Design Management		$10,000
(Code 1101)	Staff Time for Construction Management		$15,000
		Subtotal	$25,000
Admin Overhead	Staff Costs During Design Management		$5,000
(Code 2372)	Staff Costs During Construction Management		$10,000
		Subtotal	$15,000
		Estimated Expenditures Total	**$544,640**

Bid Summary - E. 9th Street Water and Sewer Improvements (Co
Project

	Engineer's Estimate
Base Bid	$452,923.19
Add Alternate 1 - Pavement Restoration	$25,670.52
Total Base Bid + Alternate	$478,593.71

ntract 2021-02)

California Trenchless Inc
$358,135.00
$30,006.00
$388,141.00

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend Staffing Allocation for Fiscal Year 2021/2022

MEETING DATE: August 2, 2021

EXECUTIVE SUMMARY

The City Manager recommends amending the staffing allocation plan by removing one (1) Assistant to the City Manager, one (1) City Engineer, and one (1) Director of Community Services and adding two (2) Deputy City Managers and one (1) Director of Public Works.

FISCAL IMPACT

In Fiscal Year 2020/2021 the Assistant City Manager retired which created a savings. The savings from the retirement and from the removal of one (1) Assistant to the City Manager, one (1) City Engineer, and one (1) Director of Community Services with benefits is estimated to be $740,996.

The cost for the two (2) Deputy City Managers and one (1) Director of Public Works with benefits is estimated to be $769,639.

RECOMMENDATION

The City Council adopt a resolution to amend the authorized positions by removing one (1) Assistant to the City Manager, one (1) City Engineer, and one (1) Director of Community Services and adding two (2) Deputy City Managers and one (1) Director of Public Works.

BACKGROUND

In December 2020, due to the retirement of the Assistant City Manager and COVID-19 fiscal impacts, the City Council authorized the elimination of an Assistant City Manager position. The Assistant City Manager position also functioned as the Director of Public Works/City Engineer.

Upon the elimination of the Assistant City Manager position, the City Manager's Office identified a need for a Deputy City Manager (Administration), Deputy City Manager (Operations), and Director of Public Works.

On January 10, 2021, the City Manager's Office provided interim/acting assignments of these classifications to two (2) Senior Executive Team and one (1) Management Group employees.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

In accordance with Personnel Rule 3.4, the City Council is asked to amend the staffing allocation for Fiscal Year 2021/2022 to remove one (1) Assistant to the City Manager, one (1) City Engineer, and one (1) Director of Community Services and add two (2) Deputy City Managers and one (1) Director of Public Works who will also function as City Engineer. Once approved by Council, the City Manager will appoint the interim/acting incumbents to fill the full-time regular positions retroactively to July 11, 2021.

ATTACHMENTS:

1. Resolution

Prepared by: Stacy Shell, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution to Amend Staffing Allocation for Fiscal Year 2021/2022) RESOLUTION NO. 21-

WHEREAS, in December 2020, due to the retirement of the Assistant City Manager and COVID-19 fiscal impacts, the City Council authorized the elimination of an Assistant City Manager position, who also functioned as the Director of Public Work/City Engineer; and

WHEREAS, upon the elimination of the Assistant City Manager position, the City Manager's Office identified a need for a Deputy City Manager (Administration), Deputy City Manager (Operations), and Director of Public Works; and

WHEREAS, the City Manager recommends amending the staffing allocation plan due to staffing needs in the City Manager's Office and Public Works Department; and

WHEREAS, the City's Personnel Rules calls for the City Council to allocate positions to each classification.

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

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

Section 2. The City Council adopt this Resolution approving an amendment to the authorized staffing allocation by removing one (1) Assistant to the City Manager, one (1) City Engineer, and one (1) Director of Community Services full-time regular positions and adding two (2) Deputy City Managers and one (1) Director of Public Works full-time regular positions and amends the budget as appropriate to reflect the staffing allocation changes.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 2nd day of August 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Project to Track City Expenses Related to Homelessness, Allocate Funds and Award a Contract for Park Security Patrol Services to Northpoint Security Services of Oakley, California

MEETING DATE: August 2, 2021

EXECUTIVE SUMMARY

This resolution will authorize establishment of a project with an approved initial budget of $250,000 for City expenses related to homelessness and authorize the City Manager to execute an agreement with Northpoint Security Services for overnight security patrols at several City parks.

FISCAL IMPACT

Staff is requesting allocation of $250,000 from unallocated General Fund (Fund 110) to a Project to track various expenses related to homelessness, including park security ($180,000), staff time ($35,000) and materials ($35,000) related to damage to park facilities from vandalism.

RECOMMENDATION

City Council adopt the Resolution approving the allocation of $250,000 from the General Fund to a Project for expenses related to homelessness and authorize the City Manager to execute an agreement in an amount up to $180,000 for park security patrols with Northpoint Security Services of Oakley, California.

BACKGROUND

In April 2021, staff from the Public Works, Police and Recreation departments developed a pilot project for overnight patrols at nine City parks and the Pittsburg marina to reduce the incidence of trespassing, including homeless encampments, and to reduce the damage to public facilities from vandalism and theft.

Locations were identified by Pittsburg Police and parks maintenance staff from the Public Works Department, based on incidents and experience during the past year.

The pilot project was a success, and lessons learned through the process were incorporated into a Request for Proposals issued on June 1, 2021.

Staff received proposals from five security firms prior to the June 23, 2021 deadline, and reviewed and scored them according to the following criteria: experience providing security services of similar scope and complexity in communities comparable to Pittsburg; ability to perform the work in the time specified, knowledge of the City and surrounding area and cost.

Northpoint Security of Oakley, California received the highest scores.

SUBCOMMITTEE FINDINGS

This item has not been presented to a Subcommittee.

STAFF ANALYSIS

The City issued a Request for Proposals for overnight security patrols at certain City parks and facilities, in order to improve safety and reduce the incidence of trespassing and damage from vandalism. Respondents were asked to provide a plan to expand the pilot project to include additional park locations identified as priorities in the City.

Staff reviewed proposals from five firms and recommends approval of a service agreement with Northpoint Security of Oakley.

The purpose of the patrols is to reduce the incidence of trespassing, vandalism and damage to public facilities in the evening hours while parks are closed. In addition, the project may have reduced the incidence of dumping in the parks and has provided park maintenance staff with early reports of locations requiring immediate attention for clean-up or repairs.

Priority locations included several parks with a history of homeless encampments. These camps were eventually removed at considerable effort and expense by Pittsburg Police, and staff from the Community Services and Public Works departments. The patrols have so far discouraged the establishment of new encampments at these park locations.

The service is a supplement to the City’s own Park Patrol, which closes and locks rest rooms and park gates at dusk and re-opens them shortly after dawn each day.

Staff recommends the City Council approve the attached resolution to authorize the allocation of funds and approval of a service agreement with Northpoint Security of Oakley.

ATTACHMENTS: Resolution
Vendor Proposal
Request for Proposals
Agreement

Report Prepared By: Jill Hecht, Deputy City Manager for Operations

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution to Approve Allocation of)
Funds to a Project for City Expenses for)
Homelessness and Approve a Contract)
For Park Patrols with Northpoint Security) RESOLUTION NO. 21 -
Services of Oakley, California)

WHEREAS, in April 2021, staff developed a pilot project for overnight patrols at several City parks and the Pittsburg marina to reduce the incidence of trespassing, including homeless encampments, and to reduce damage to public facilities from vandalism and theft; and,

WHEREAS, the successful project was used as the basis for a Request for Proposals issued on June 1, 2021, to extend the program to additional locations in the City; and,

WHEREAS, five proposals were received prior to the June 23, 2021 deadline and evaluated based on selection criteria specified in the Request for Proposals; and,

WHEREAS, the proposal from Northpoint Security Services of Oakley, California, was identified as the most responsive and received the highest scores; and,

WHEREAS, staff recommends approval of a project budget in order to track the City's expenditures to remove encampments, improve overnight security, dispose of debris, and repair rest rooms and other park facilities damaged by vandalism and theft.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves allocation of $250,000 from the General Fund (Fund 110) and authorizes the City Manager to execute a contract with Northpoint Security of Oakley, California, in an amount up to $180,000 for security services.

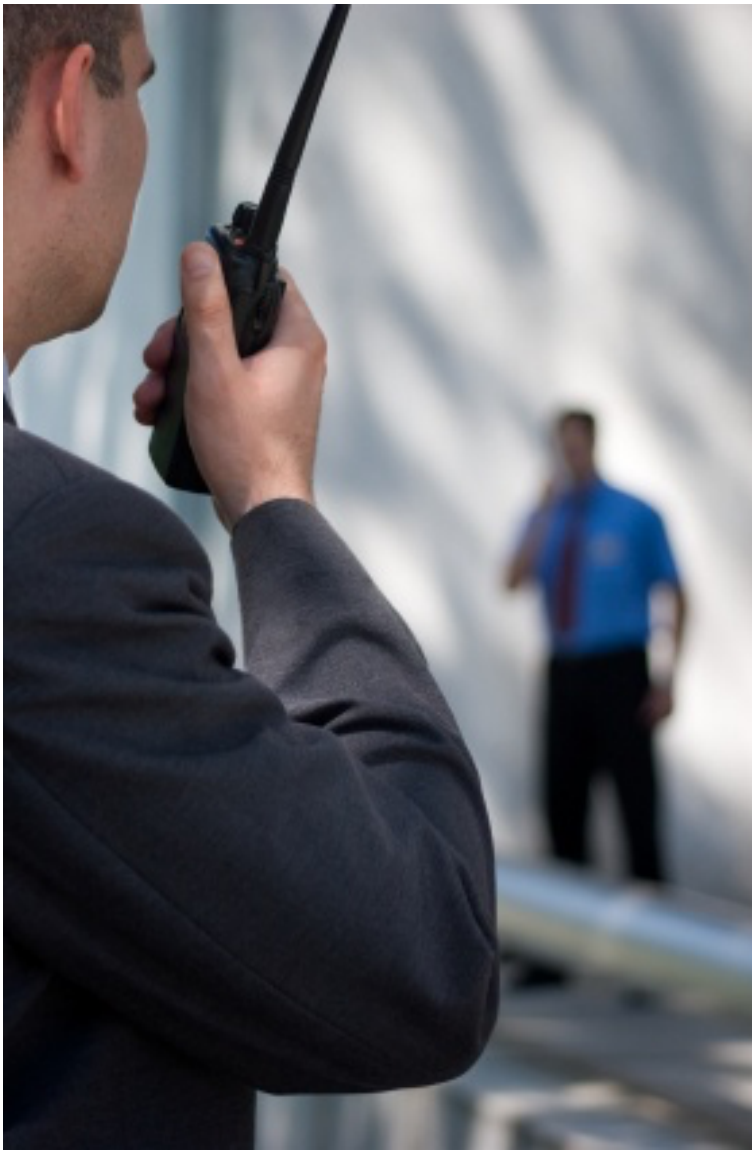
PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 2nd day of August, 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk



PROPOSAL FOR

SECURITY SERVICES

Jill Hecht
Deputy City Manager

City of Pittsburg

65 Civic Avenue
Pittsburg, CA 94565

Northpoint Security Services, Inc.

Bill Davies, Owner

2063 Main Street, Suite #106
Oakley, CA 94561
Phone 800-976-6619
Bill@NorthpointSecurityServices.com

California State License PPO-15383

Jill Hecht, Deputy City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Jill,

It is with great pleasure we submit our proposal in response to the Request for Proposal, to provide security services for your property. We hope that we may continue our exciting and productive relationship.

Northpoint Security Services, Inc. is an acclaimed firm of security agents with a reputation for both effective security solutions and the use of innovative technology in the protection of life and property. We have a portfolio of completed and on-going projects with particular emphasis on retail and commercial properties. We think that your project is well suited to our strengths and aspirations

We ask a few moments of your time to review the attached information package. We are extremely interested in the project, and we very much hope that you consider the Northpoint Security Services, Inc. team as a strong candidate for selection.

Yours Sincerely,

William T. Davies.
President, CEO
Northpoint Security Services

Index

1	Northpoint Security Services, Inc. Personnel	4
2	Applicant Screening	5
3	Training	5
4	Method	5
5	Patrol	6
6	Compliance	6
7	Uniforms	6
8	Supervision	7
9	24 Hour Customer Service	7
10	Cost	7
11	Liability	8
12	Executive Protection	9
13	Uniformed Security	9
14	Security Consulting	9
15	International Travel Security	10
16	Maritime Patrol & Port Security	10
17	K-9 Service	10
18	“Exhibit A”	13
19	Attachment 1 – Response to City specific questions	14

Northpoint Security Services, Inc. Personnel

Exceptionally Trained and Rigorously Screened Uniformed Security Professionals

Northpoint Security Services, Inc. will provide you with certified, licensed, and insured, Security Officers. Each Security Professional has been screened to the standards of the State of California Department of Justice and the Federal Bureau of Investigations (FBI).

1) Northpoint Security Services, Inc. has set some of the strictest background screening standards in the industry. Our personnel all submit to a battery of aptitude tests, a 5-panel drug screening, and extensive in-service training regarding protection of property and customer service.

2) Northpoint Security Services, Inc. offers, free of charge, supervisory personnel to insure strict adherence to our company policies and your rules, regulations and ordinances. Northpoint Security Services, Inc. supervisors are utilized as a liaison between Northpoint Security Services, Inc. and our clients. Supervisors are on duty 24 hours a day, 365 days per year for your convenience and will regularly make spot checks to prevent the issue of complacency. It is our belief that in order to assure the best quality of service that we stand by, we must keep close relationships with our personnel both on and off duty.

3) At Northpoint Security Services, Inc, all of our security officer will be equipped with two-way radios or mobile phones, to ensure constant communication with our management team.

4) Each and every security officer will be in-serviced regularly regarding your specific site to further enhance the protection we provide.

Northpoint Security Services, Inc. has taken a unique approach to the business of contract security. Many of our competitors employ minimally screened and trained guards. Our approach involves a proactive theory of well-groomed, exceptionally trained, uniformed security officers. Our strategy entails several steps to mitigate the possibility and opportunity for theft of property, or injury to persons within the facility. The following is an overview of our Security Guard Project:

Applicant Screening

5) The quality we bring to your environment begins long before you see our security guards. The Management Team at Northpoint Security Services, Inc. has resolved to make the recruitment and training of our personnel the key to our success; in that, we conduct hiring initiatives on a regular basis with over 100 applicants per month, with an average of 5-10 new appointees. Most applicants are unable to meet our qualifications, which are well above minimum industry standards.

Training

Northpoint Security Services, Inc. conducts training that exceeds that of any of our competitor's programs. The knowledge of our management team is passed on to our new employees. In addition to the state mandated certification courses, Northpoint Security Services, Inc. personnel must attend:

A. 40-hour initial training
B. 8-hour annual refresher training
C. Customized training to meet our clients requirements

Method

Our uniformed security guards are trained to act as a criminal deterrent by adopting the principals of the C.O.S.P *(**C**ommunity **O**riented **S**ecurity **P**rogram)* methodology. Simply put, our guards are encouraged to be an approachable source of information to patrons, residents and employees. Letting the public know that we are there for them generates a feeling of community and safety.

Patrol

The placement of our security guards is what generally places Northpoint Security Services, Inc. in the position to confidently describe the implementation of our security officer project as authentic. Our security officers are trained to make visible foot patrols throughout their posts in undetermined patterns. We encourage our personnel to interact with your patrons and employees in addition to standing a fixed post

Compliance

Northpoint Security Services, Inc. has developed a theory of
"Enforcement through Reinforcement"

The management, having forty combined years of security and law enforcement experience, has realized that prevention of crime can be accomplished by utilizing tactical approaches, rather than accusations and the traditional methods of our predecessors. The art of *verbal judo* is commonplace in our organization and has often been effective in deescalating volatile situations.

Uniforms

6) Our uniformed security guards are outfitted with police-style uniforms. Our corporate general orders, require that our personnel keep their uniforms pressed and clean at all times. Their shoes are polished; military-style and men are clean-shaven with neat haircuts. Our female officers are held to the same standard. We pride ourselves on the appearance of our personnel, as they are representing our agency in your facilities.

Supervision

7) Northpoint Security Services, Inc. supervisory personnel are required to possess a minimum of 7 years of law enforcement or security experience. Our supervisors are charged with scheduling, assigning security posts, and acting as liaison between the Board of Directors and our client. Supervisory personnel are available to you 24 hours every day in order maintain quality assurance and customer service on behalf of THE CITY OF PITTSBURG.

24 Hour Customer Service

Northpoint Security Services, Inc. stands above our competitors by providing an open line of communication with our

Our offices are staffed around the clock with customer service representatives for your convenience. While most of our competitors work 9AM-5PM, Northpoint Security Services, Inc. staffs 24-hour dispatch centers. Our customer service representatives are not salespeople; they are security professionals assigned to light duty or administrative functions. Desk personnel are utilized as watch-commanders with full authority to make supervisory decisions for Northpoint Security Services, Inc.

You can significantly reduce your liability with our $3 Million comprehensive Insurance Policy

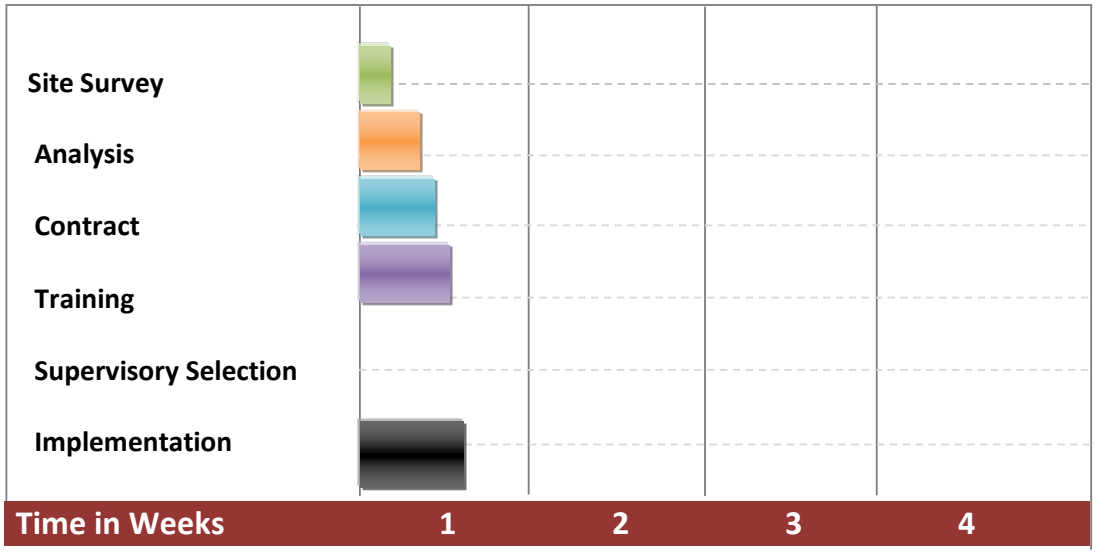
Cost

Northpoint Security Services, Inc. will provide you with a forensic breakdown of our costing specifications, on request. Northpoint Security Services, Inc. maintains a philosophy that in order to retain the highest quality security professionals in the industry, we must compensate them commensurate to their qualifications. The Management team has resolved to reduce our profit margin rather than decrease a security guard's salary. Our costing structure provides for a well-paid security professional and a conservative rate to our client.

Liability

Northpoint Security Services, Inc. maintains insurance that is three times the minimum aggregate coverage obtained by most of our competitors. Our Legal Division recommends that in order to protect our assets as well as yours, we must maintain financial security in full force and effect at a level that far exceeds industry standard.

Security Service Project Schedule



Having reviewed in detail, your request for proposal particulars and understood the scope and schedule of the project, Northpoint Security Services, Inc. has put together a first class team of security professionals who we think are particularly suited to the project. We have selected prospective supervisory personnel on their ability and suitability for the type of project, and of course their availability to start right away if we are fortunate enough to be appointed.

Pictured above is a preliminary plan for project development. Northpoint Security Services, Inc. will partner with you in every stage of this project and act as both consultants and colleagues to work in a manner commensurate with both of our agency's relative skills – bringing greatly enhanced value to the project.

Executive Protection

- ☑ Discrete Bodyguard Service
- ☑ BDU Bodyguard Service
- ☑ Armed Transport Service
- ☑ Residential Protection Details
- ☑ Corporate Protection Details
- ☑ Prisoner Extradition

Uniformed Security

- ☑ Healthcare Facilities
- ☑ Residential Complexes
- ☑ Corporate Buildings
- ☑ Loss Prevention
- ☑ Retail Venues
- ☑ Parking Lots
- ☑ Governmental
- ☑ Bike Patrol
- ☑ Hotel Security

Security Consulting

- ☑ Physical Safety and Security Tours of Each Property
- ☑ Review of Incident Reports & Other Foresee-ability Issues
- ☑ Property Manual Review and Preparation
- ☑ International Travel Security Consulting & Protection Service
- ☑ Review of Property Security Procedures and Equipment
- ☑ Management and Employee Safety & Security training
- ☑ In-house Security Rules and Procedures

International Travel Security

- ☑ Travel warnings
- ☑ Crime reports
- ☑ Unusual currency
- ☑ Entry requirements
- ☑ Areas of instability
- ☑ Consulate contacts
- ☑ Embassies
- ☑ Disease information
- ☑ Extremist Groups

Maritime Security

- ☑ Assessments of threats, vulnerabilities, and critical infrastructure at ports
- ☑ Coordination and cooperation among agencies
- ☑ Establishment of guidelines for commercial facilities handling certain cargo
- ☑ Patrol of rivers, shorelines, and other waterways

K-9 Service

- ☑ Conduct tracks
- ☑ Conduct searches and apprehensions
- ☑ Narcotics detection
- ☑ Missing person location
- ☑ Explosives detection

Cost Structure

Northpoint Security Services, Inc. will provide THE CITY OF PITTSBURG with licensed and insured security officers. Our all-inclusive hourly or monthly rates for this project are as follows:

$39.73 per hour. All non-holiday overtime is factored into this rate.

$2470.00 monthly patrol vehicle flat rate. Cost includes fuel, maintenance, cleaning, insurance, and all other operating costs. Price is slightly higher than usual, given the vehicle will be operating 10 hours daily.

Account Manager and Supervisor’s time are not billed in any way to THE CITY OF PITTSBURG**.** Our Account Manager and Supervisor’s will be on site on a regular basis at un-announced times to check up on the assigned security officers. They also serve as a liaison to you, our client on all security initiatives and project maintenance.

Scheduled overtime is never billed to THE CITY OF PITTSBURG. We have accounted for project overtime in our billable rate. Any unscheduled changes or additions may result in overtime charges.

Holidays are billed at time and a half. Northpoint Security Services, Inc. observes all federally recognized holidays.

Uniforms, equipment, or other expenses are never billed to THE CITY OF PITTSBURG.

Pre-employment screening, training, ongoing training, and other related expenses are never billed to THE CITY OF PITTSBURG.

This shall serve as a brief synopsis of the security services contract provided before the start of services. The security services contract and purchase order supersede any information contained in this proposal.

ATTACHMENT 1

Requirements/Questionnaire

A. Proposing Firm and General Information

a. Company Name and Address: **Northpoint Security Services, Inc.**
b. RFP contact person–phone/email: **Bill Davies, 925-354-1668, bill@northpointsecurityservices.com**

B. Experience

1. Describe your company's history and experience in the field: **Northpoint Security Services, Inc. has been one of the leading private security firms in Contra Costa County since 2004. We have provided security for Contra Costa's largest land developer and commercial real estate firm for over 13 years, Seeno Enterprises/Sierra Pacific and for over 15 years for Garaventa Enterprises, which is the one of the state's largest privately ran commercial and residential waste disposal companies, many other businesses, and residential properties throughout the local area, and even the City of Pittsburg. Northpoint Security's Management Team the combined experience nearly 100 years.**

   Northpoint started the Pilot Program for the City of Pittsburg's Park Patrol several months ago. We have worked close with the City of Pittsburg's City Manager's Office to create the program and implement its success. We have a team of dedicated professionals who have proved their worth and our company's dedication to the City of Pittsburg. The feedback and reporting have been commended at all levels of interactions we have had with the city.

2. Describe your company's knowledge and experience, if any, in Pittsburg, East Contra Costa County, and/or communities that are similar: **Northpoint Security provides security and patrol services to dozens of clients throughout Contra Costa, and many of them in the Pittsburg-Antioch area. We have provided security for Pittsburg's biggest developer and landowner Sierra Pacific. We have serviced all their shopping centers, apartment complexes and construction sites for the past 13 years. We have worked with city governments in the county and dozens of private businesses, business associations, and residential clients. Our long-term success has been a direct result of our dedication to our clients, cities, county, neighbors, employees, and clients.**

3. Provide three reference contacts including name, telephone and email
   Bob Garrison, Sierra Pacific 925-584-4207 bgarrison@ssprop.com
   Tim Bredbenner, Garaventa Enterprises tim.bredbenner@mdrr.com 925-682-9113
   Rob Drewry, Merrit USA 925-997-8684 rdrewry@merritsteel.com

C. Qualifications

1. Provide information regarding the training and experience of the person(s) who will perform the services for the City: **Northpoint Security has been providing this service for the City of Pittsburg for several months now, to the City's satisfaction. We have highly trained employees at the ready and our in-house training is customizable to the client's needs and wants. We have adapted to the City's requests in the inception of this program and have worked to see its success. The cost savings to the city, vs. having police or other city staff patrol the parks is significant and having a dedicated patrol to the parks, helps to protect the physical assets of the City and the residents and visitors to the City of Pittsburg.**

2. Provide information regarding the equipment used and considerations or techniques used in providing services as described in the RFP: **Northpoint Security has a fleet of patrol cars to customize appearances for our clients. We can accommodate almost any reasonable request. We employ a state-of-the-art mobile patrol software that reports narrative, pictures, videos, and more. This ensures to the client that the services have been rendered and any pictures of documentation needed for follow-up by the client at a later time.**

D. Cost Proposal

1. Provide information regarding an approach and cost proposal for effective overnight security for the Primary Locations, and a planned approach and cost proposal for effective overnight security for Priority 2 Locations. Due to budget constraints, the City reserves the right to eliminate one or more locations from the scope of work.: **We have currently been providing this service for the City at the rate of $39.73 per hour and $2,470.00 for a patrol vehicle. We base this rate on ensuring our dedicated employees are properly compensated, feel valued, are motivated to strive for client satisfaction, and limit turnover. Patrol vehicle costs are based on acquisition of the vehicle, insurances, fuel, maintenance, washing, etc. The flat rate is inclusive of all vehicles needs and the labor rate is inclusive of all employer costs, other than holiday and unscheduled overtime.**

2. Priority 2 Locations, can be handled in many ways. We can add another patrol driver to do the same service for the same cost quoted for Primary locations. We also can prioritize all locations by ones with most problems to least problems and try to use the Primary Locations patrol to cover all parks to save on cost. The Patrol driver would be spread thin, but it's possible.

3. Provide information regarding hourly rate and any other cost considerations relevant to the proposal (separate charges for vehicle or equipment, training expense, holiday rate, rate for hours in excess of

eight hours per shift): **As outlined above, we pride ourselves in transparent pricing for our clients. We provide a flat hourly rate for labor and a flat monthly rate for vehicles. Dedicated patrol phones that are available for client communications and report writing are also available at $150.00 per month, all inclusive.**

E. Certificate of Insurance

a. Demonstrate you have the insurance required in the attached contract agreement, including an endorsement listing the City as additional insured, or how you will obtain the insurance by August 1, 2021: **Attached to this proposal**

Northpoint Security sincerely appreciates being the first provider of patrol services for the city parks. We hope that our dedication to the City and community have been visible in our success. We will work together with the City Management and City Government to add and enhance the patrol services the city parks currently receive.

One of the benefits of a local, family-owned company is the ability to customize the services to the needs of our clients. We can modify, expand, alter, change, etc. all our services to adapt to the changing and progressing needs of the City.

If the City Council needs any further information or clarification, please feel free to reach out to our company owner, Bill Davies bill@northpointsecurityservices.com or direct at 925-354-1668

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Zeigler Insurance and Financial Services, Inc 1300 Central Blvd Ste B Brentwood, CA 94513 License #: 0H18234	CONTACT NAME: Erica Juarez PHONE (A/C, No, Ext): (925)634-1240 FAX (A/C, No): (888)347-3597 E-MAIL ADDRESS: erica@zeiglerinsurance.com
INSURED Northpoint Security Services Inc. 2063 Main St #106 Oakley, CA 94561	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Steadfast Insurance Company INSURER B : American Guarentee & Liability Insurance Compan INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 95950281-167921** **REVISION NUMBER: 12**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	EOL9452601-12	12/03/2020	12/03/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			AUC0082300-06	12/03/2020	12/03/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liabili			EOL9452601-12	12/03/2020	12/03/2021		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ELJ)

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Waiver Of Subrogation (Blanket) Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
EOL9452601-12	12/3/2020	12/3/2021	12/03/2020	21894000	$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
EOL9452601-12	12/3/2020	12/3/2021	12/03/2020	21894000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:
Address (including ZIP Code):
NorthPoint Security Services, Inc.
2063 Main St. 106
Oakley, CA 94561

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement**.** Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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REQUEST FOR PROPOSALS (RFP)

Pittsburg Park Security Patrol Services

Issued:
June 1, 2021

Responses Due:
4:00 PM | Wednesday, June 23, 2021

Submittals:
City of Pittsburg | City Manager's Office
Attn: Jill Hecht, Deputy City Manager
65 Civic Avenue
Pittsburg, CA. 94565

INTRODUCTION

The City of Pittsburg is soliciting written proposals from qualified firms or individuals to provide nightly security patrols at public parks and facilities. This is a Request for Proposal (RFP) and is not an invitation to bid. Although price is very important, other factors will be taken into consideration.

To be considered, three (3) printed copies of the proposal and one (1) electronic version must be received by Jill Hecht at the City of Pittsburg, 65 Civic Avenue, Pittsburg CA 94565 and jhecht@ci.pittsburg.ca.us by **4:00 p.m. on Wednesday, June 23, 2021**.

During the evaluation process, the City of Pittsburg reserves the right, where it may serve the City's best interest, to request additional information or clarification from Proposers, or to allow corrections of errors or omissions. The City reserves the right to reject any or all proposals submitted.

The City reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the company of the conditions contained in the Request for Proposals, and an acknowledgement of the contract terms that the proponent will agree to the terms in the contract.

TERM OF SERVICE

It is the intent of the City to contract for the services presented herein for a term of one year with an option by the City in its sole discretion to extend the duration of the contract twice for one additional year each. The City may terminate a contract for any reason on 10 days' notice.

The project scope, content of proposal and vendor selection process are summarized below. **Proposals must be received no later than 4 p.m. on Wednesday, June 23, 2021.**

It is anticipated the selection will be completed by July 9, 2021, with service to begin on August 1, 2021. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

The is no expressed or implied obligation for the City of Pittsburg to reimburse responding companies for expenses incurred in preparing proposals in response to this request.

REQUESTED SCOPE OF WORK

The City owns and maintains 26 public parks and recreation areas, serving a population of approximately 73,000. In recent years, the City has experienced a significant increase in vandalism, dumping and trespassing in its parks, including establishment of several homeless encampments. The City expended considerable time, effort, and public funds to remove the camps and repair damaged facilities. The City's Public Works Department has an annual budget of nearly $4 million for maintenance of parks and facilities. The budget has been strained by the time, effort and expense needed to make repairs, clear trash and debris and remove encampments from public parks and facilities.

The City of Pittsburg is seeking proposals from qualified security services firms to conduct overnight patrols at certain identified parks it owns and maintains. A list of the park and facility locations is below, divided into two categories: Primary Locations (9 total), and Priority 2 Locations (11 total). Responses to this RFP should include an approach and cost proposal for effective overnight security for the Primary Locations, and a planned approach and cost proposal for effective overnight security for Priority 2 Locations, which will be considered as budget allows.

In May 2021, the City conducted a pilot project at nine sites, and has used the experience to develop the scope of work for this RFP. The goal of the program is to prevent trespassing, dumping and vandalism in public recreation areas. Details of the pilot project are included in the Side Order (Attachment 2.)

The selected proposer will be expected to deliver professional high-quality services in coordination and cooperation with the Pittsburg Police Department. The selected proposer will work cooperatively with City staff and will provide regular activity reports.

The following sections provide a scope of work outline for completion of the City's Park Security Patrols.

Scope of Work

Under the City's Municipal Code, most parks are closed "dusk to dawn," with some exceptions to Riverview Park and parks where authorized sports activities are occurring. The curfew for each park is posted at the park's entrance. No activities are authorized at these areas after 10 PM.

The City's own Park Patrol (Public Works Department) in marked City vehicle will visit the sites to open/close gates and lock/unlock rest rooms at park closure hours and does not patrol overnight.

Security contractor will patrol the areas listed below overnight. Guard may be required to physically walk certain areas of some of the listed parks as listed in the "Areas of Concern" portion of this document.

Guards will be provided Keys to the gates to gain access to these areas. If security personnel views evidence of people in the closed parks, entering a parking lot on foot or in vehicles, bringing materials into the public parks to establish encampments or for any other purpose during the closed hours, guard will advise the person the park is closed and to vacate the area immediately. Guard will advise the individual(s) to "Move Along" to exit the park. Should the guard receive any resistance to these requests, the guard shall contact Police Dispatch and request and officer respond.

If repeated contacts met with resistance/refusal to leave, view criminal activity or any other issue of concern, contact Pittsburg Police at 925-646-2441. If property damage is observed, guard will report by phone message to Parks Maintenance staff.

Primary Locations for Patrol		**Areas of Concern within Park**
Buchanan Park	4150 Harbor Street	Parking Lot, Creek Area, Around Facilities
Central Park	Pittsburg-Antioch Highway	Parking Lot, Playground Equipment, Soccer Field
City Park	17th & Railroad Ave	Parking Lots, Bathrooms, Fields,
Giacomelli Park	2011 West Leland Road	Parking Lot, bathroom
John Henry Johnson Park	West Leland Road at John Henry Johnson Parkway (north side of Leland Road)	Parking Lot, Bathroom
John Henry Johnson Trailhead	John Henry Johnson Parkway (south side of Leland Road)	Bathrooms, Parking Lot, Former caretaker Residence
Riverview Park	Bayside Drive	Parking Lot, bathroom, open area
Marina Park / Ramp	Marina Boulevard	Parking Lot, bathroom, open area. Map on website: http://www.pittsburgmarina.com/index.aspx?page=589
Highlands Ranch Park	South of Buchanan Road near Ventura	Parking lot, Ball Fields / Dog Park

Priority 2 Locations for Patrol		**Areas of Concern within Park**
De Anza Park	232 W. Trident Dr.	Basketball court, play structure, open area
Library	80 Power Ave.	Around facility, Parking lot
California Seasons Park	1951 Seasons Way	Open area
Highlands Park	4234 Goldenhill Dr.	Open area
Mariner Park	8th St	Vandalism and after hours use
4th St. Plaza	4Th St.	Vandalism and Homeless
Woodland Hills Park	Crestview Dr. and Alta Vista Dr.	Vandalism and illegal Activity
Santa Fe linear Park	E. Santa Fe Ave.	Park area
Columbia linear Park	Columbia Ave.	Park area
Veterans Memorial	2820 Harbor St.	Open areas between fenced monument and trail, parking lot
Museum Parking Lot	515 Railroad Ave.	Parking lot, landscaped area on side of building

Other Requirements

Consultant will be requested to execute the City's standard form consultant agreement. A copy of said agreement is appended to this RFP.

Proposal Calendar

The anticipated RFP Process and Project Schedule is as follows:

Issue RFP	June 1, 2021
Deadline for Questions on RFP	June 16, 2021
Deadline for Proposals	**June 23, 2021**
Selection Process - Rate Proposals	June 30, 2021
Conduct Interviews with Highest Rated Proposers	July 6-8, 2021
City Council Approve Consultant Agreement	July 19, 2021
Sign and Process Contract	July 22, 2021
Services Begin	August 1, 2021

PROPOSAL REQUIREMENTS

Proposals must include the following:

1. **General Requirements**
   a. Inquiries concerning the Request for Proposals and the subject of the Request for Proposals can be made via email no later than 4:00 p.m. Wednesday, June 16, 2021 to:

      Deputy City Manager Jill Hecht jhecht@ci.pittsburg.ca.us

   All questions and responses will be sent to the requestor and posted on the City's website. The deadline for submittal of questions on this RFP is 5:00 p.m. Wednesday, June 16, 2021.

   The City will make every effort to post and respond to questions within 2 business days during the proposal solicitation period.

   The final posting of questions and responses on the City's website will be 5:00 p.m. Friday, June 18, 2021.

   Contact with personnel of the City other than the above regarding this Request for Proposals may be grounds for elimination from the selection process.

2. **Submission of Proposal: Three (3) printed copies of the Proposal and one (1) electronic version must be received by the City of Pittsburg by 4 p.m. on Wednesday, June 23** for a proposal to be considered.

   PROPOSALS WILL NOT BE ACCEPTED THEREAFTER. All proposals received after the above date and time will be returned unopened to the submitter.

   FAXED PROPOSALS WILL NOT BE CONSIDERED. MAILED PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED REGARDLESS OF POSTMARK DATE.

   All proposals become the property of the City of Pittsburg.

   If mailing rather than hand-delivering printed copies, the Proposals should be addressed as follows:

   City of Pittsburg
   ATTN: Jill Hecht
   65 Civic Avenue
   Pittsburg CA 94565

3. **Format for Proposal**
    a. Cover Letter
    b. Questionnaire Responses (see Attachment A)
    c. Sample Contract (see Attachment B)

EVALUATION CRITERIA

Each proposer will be evaluated based on the following criteria and weighting:

- Experience providing security services of similar scope and complexity in communities comparable to Pittsburg (40 percent);
- Ability to perform the work within the time specified (30 percent)
- Knowledge of the City and surrounding area (15 percent)
- Cost (15 percent)

SELECTION PROCESS

City staff will review the proposals received using the evaluation criteria listed above and rank firms based on the quality of their proposals and the extent to which the proposer demonstrates the ability to provide the services requested in a cost-efficient manner. During the proposal review process, the City may desire to interview some Proposers for clarification purposes ONLY. No new material will be permitted at this time. Selection will be made based upon the criteria set forth in this RFP only.

Final consultant selection will be made based on combined scoring of the submittal.

CONTRACT AND EXECUTION

1. **Proposals and Award.** The City reserves the right to waive non-substantial irregularities in any proposal, and to reject any or all proposals.

2. **Contract Requirement.** The proposer to whom award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in its proposal.

   Attachment 3. Among the provisions in the attached contract, the successful Proposer/Contractor agrees to indemnify, defend and hold harmless the City of Pittsburg, its governing body, officers, employees and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Successful Proposer/Contractor's negligent acts, errors, omissions or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth will in no way be construed as limiting the scope of indemnity. Such indemnity shall survive the termination of the contract. In addition, the proposer must have insurance and coverage amounts as specific in the contract attached to this RFP.

   If a Proposer desires to take exception to any provisions of the Agreement or insurance coverages, the Proposer shall identify all proposed changes to the Agreement or insurance requirements and include them as part of the proposal submission. If no changes are submitted as part of the proposal, then full acceptance of the agreement and insurance requirements shall be assumed by the City.

All insurance policies, endorsements, certificates and/or binders shall be subject to the approval of the City of Pittsburg as to form and content and the selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of Agreement.

3. **Requirements.** The City has set forth the requirements that must be met for a company to quality, in Attachment 1. At any time during the duration of the contract, the City reserves the option to issue an RFP for additional security services, and/or to add more service providers.

BUSINESS LICENSE

The successful proposer must either possess a current City of Pittsburg business license or must have submitted a City of Pittsburg business license application and fee prior to contract award.

The Business License Application for professional service providers is available on the City of Pittsburg website at http://www.ci.pittsburg.ca.us/index.aspx?page=758.

CITY'S RIGHTS RESERVED

This RFP does not commit the City to enter into an agreement, nor does it obligate it to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City further reserves the right to:

- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest cost offer;
- Waive minor informalities and irregularities in the proposals; and
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

Any agreement shall not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City and of the Proposer.

ATTACHMENTS

1. Requirements/Questionnaire
2. Park Locations List and Side Orders Example
3. City of Pittsburg Standard Consultant Services Agreement

ATTACHMENT 1

Requirements/Questionnaire

A. Proposing Firm and General Information

a. Company Name and Address
b. RFP contact person – phone/email

B. Experience

a. Describe your company's history and experience in the field
b. Describe your company's knowledge and experience, if any, in Pittsburg, East Contra Costa County, and/or communities that are similar
c. Provide three reference contacts including name, telephone and email

C. Qualifications

a. Provide information regarding the training and experience of the person(s) who will perform the services for the City
b. Provide information regarding the equipment used and considerations or techniques used in providing services as described in the RFP

D. Cost Proposal

a. Provide information regarding an approach and cost proposal for effective overnight security for the Primary Locations, and a planned approach and cost proposal for effective overnight security for Priority 2 Locations. Due to budget constraints, the City reserves the right to eliminate one or more locations from the scope of work.
b. Provide information regarding hourly rate and any other cost considerations relevant to the proposal (separate charges for vehicle or equipment, training expense, holiday rate, rate for hours in excess of eight hours per shift)

E. Certificate of Insurance

a. Demonstrate you have the insurance required in the attached contract agreement, including an endorsement listing the City as additional insured, or how you will obtain the insurance by August 1, 2021.

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
Northpoint Security Services, Inc.

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Northpoint Security Services, Inc., a California corporation ("Consultant") (together referred to as the "Parties") as of August 15, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2022 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed one hundred eighty thousand dollars ($180,000), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a

guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than 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. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

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 within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60-day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be

excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

4.4.1 **Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 **Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code

Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section **5.1** shall survive any expiration or termination of this Agreement.

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

7.5 **Registration and Monitoring.** Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). Additionally, Consultant is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or

type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

The Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Such records shall be in kept, maintained and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Amendments. The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses

specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: Northpoint Security Services, Inc.
2063 Main Street, Suite #106
Oakley CA 94561
ATTN: Bill Davies, Owner and CEO

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

10.9 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control To the extent there are any inconsistences between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

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

Garrett Evans, City Manager

CONSULTANT

Bill Davies, Owner and CEO

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

SEE PROPOSAL

EXHIBIT B

COMPENSATION SCHEDULE

SEE PROPOSAL

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

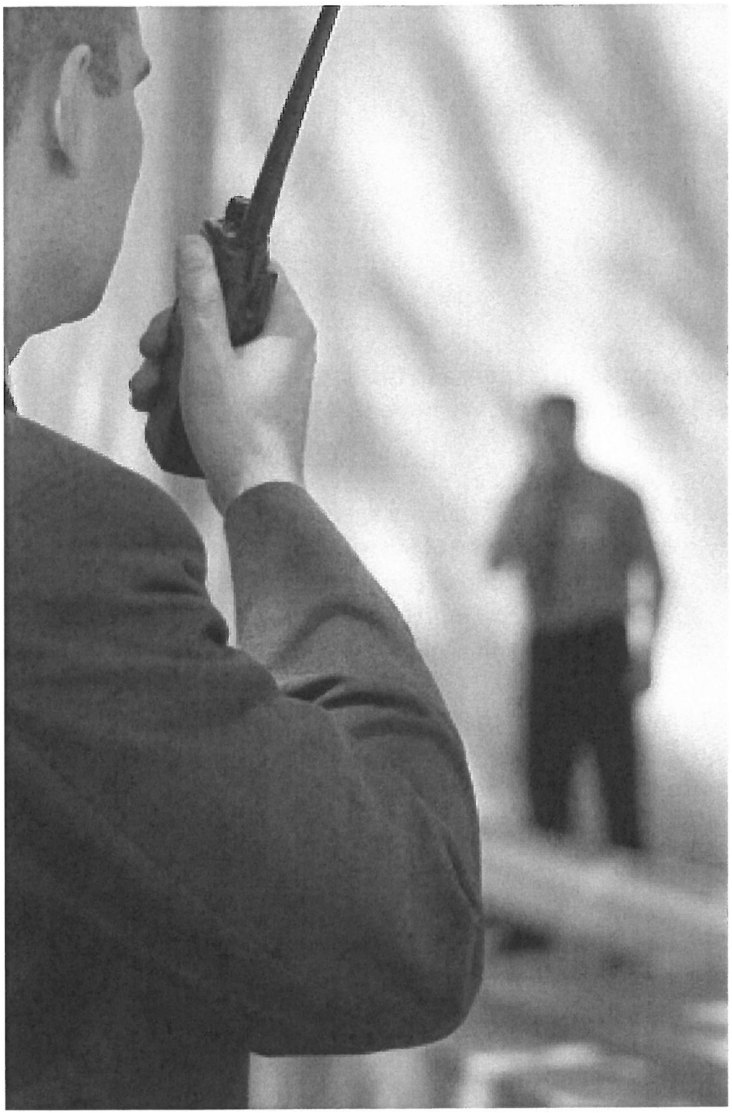
I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: President

2784987.1



PROPOSAL FOR SECURITY SERVICES

Jill Hecht
Deputy City Manager

City of Pittsburg

65 Civic Avenue
Pittsburg, CA 94565

Northpoint Security Services, Inc.

Bill Davies, Owner

2063 Main Street, Suite #106
Oakley, CA 94561
Phone 800-976-6619
Bill@NorthpointSecurityServices.com

California State License PPO-15383

Jill Hecht, Deputy City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Jill,

It is with great pleasure we submit our proposal in response to the Request for Proposal, to provide security services for your property. We hope that we may continue our exciting and productive relationship.

Northpoint Security Services, Inc. is an acclaimed firm of security agents with a reputation for both effective security solutions and the use of innovative technology in the protection of life and property. We have a portfolio of completed and on-going projects with particular emphasis on retail and commercial properties. We think that your project is well suited to our strengths and aspirations

We ask a few moments of your time to review the attached information package. We are extremely interested in the project, and we very much hope that you consider the Northpoint Security Services, Inc. team as a strong candidate for selection.

Yours Sincerely,

William T. Davies.
President, CEO
Northpoint Security Services

Index

1	Northpoint Security Services, Inc. Personnel	4
2	Applicant Screening	5
3	Training	5
4	Method	5
5	Patrol	6
6	Compliance	6
7	Uniforms	6
8	Supervision	7
9	24 Hour Customer Service	7
10	Cost	7
11	Liability	8
12	Executive Protection	9
13	Uniformed Security	9
14	Security Consulting	9
15	International Travel Security	10
16	Maritime Patrol & Port Security	10
17	K-9 Service	10
18	"Exhibit A"	13
19	Attachment 1 – Response to City specific questions	14

Northpoint Security Services, Inc. Personnel

Exceptionally Trained and Rigorously Screened Uniformed Security Professionals

Northpoint Security Services, Inc. will provide you with certified, licensed, and insured, Security Officers. Each Security Professional has been screened to the standards of the State of California Department of Justice and the Federal Bureau of Investigations (FBI).

1) Northpoint Security Services, Inc. has set some of the strictest background screening standards in the industry. Our personnel all submit to a battery of aptitude tests, a 5-panel drug screening, and extensive in-service training regarding protection of property and customer service.

2) Northpoint Security Services, Inc. offers, free of charge, supervisory personnel to insure strict adherence to our company policies and your rules, regulations and ordinances. Northpoint Security Services, Inc. supervisors are utilized as a liaison between Northpoint Security Services, Inc. and our clients. Supervisors are on duty 24 hours a day, 365 days per year for your convenience and will regularly make spot checks to prevent the issue of complacency. It is our belief that in order to assure the best quality of service that we stand by, we must keep close relationships with our personnel both on and off duty.

3) At Northpoint Security Services, Inc, all of our security officer will be equipped with two-way radios or mobile phones, to ensure constant communication with our management team.

4) Each and every security officer will be in-serviced regularly regarding your specific site to further enhance the protection we provide.

Northpoint Security Services, Inc. has taken a unique approach to the business of contract security. Many of our competitors employ minimally screened and trained guards. Our approach involves a proactive theory of well-groomed, exceptionally trained, uniformed security officers. Our strategy entails several steps to mitigate the possibility and opportunity for theft of property, or injury to persons within the facility. The following is an overview of our Security Guard Project:

Applicant Screening

5) The quality we bring to your environment begins long before you see our security guards. The Management Team at Northpoint Security Services, Inc. has resolved to make the recruitment and training of our personnel the key to our success; in that, we conduct hiring initiatives on a regular basis with over 100 applicants per month, with an average of 5-10 new appointees. Most applicants are unable to meet our qualifications, which are well above minimum industry standards.

Training

Northpoint Security Services, Inc. conducts training that exceeds that of any of our competitor's programs. The knowledge of our management team is passed on to our new employees. In addition to the state mandated certification courses, Northpoint Security Services, Inc. personnel must attend:

A. 40-hour initial training
B. 8-hour annual refresher training
C. Customized training to meet our clients requirements

Method

Our uniformed security guards are trained to act as a criminal deterrent by adopting the principals of the C.O.S.P ***(Community Oriented Security Program)*** methodology. Simply put, our guards are encouraged to be an approachable source of information to patrons, residents and employees. Letting the public know that we are there for them generates a feeling of community and safety.

Patrol

The placement of our security guards is what generally places Northpoint Security Services, Inc. in the position to confidently describe the implementation of our security officer project as authentic. Our security officers are trained to make visible foot patrols throughout their posts in undetermined patterns. We encourage our personnel to interact with your patrons and employees in addition to standing a fixed post

Compliance

Northpoint Security Services, Inc. has developed a theory of
"Enforcement through Reinforcement"

The management, having forty combined years of security and law enforcement experience, has realized that prevention of crime can be accomplished by utilizing tactical approaches, rather than accusations and the traditional methods of our predecessors. The art of *verbal judo* is commonplace in our organization and has often been effective in deescalating volatile situations.

Uniforms

6) Our uniformed security guards are outfitted with police-style uniforms. Our corporate general orders, require that our personnel keep their uniforms pressed and clean at all times. Their shoes are polished; military-style and men are clean-shaven with neat haircuts. Our female officers are held to the same standard. We pride ourselves on the appearance of our personnel, as they are representing our agency in your facilities.

Supervision

7) Northpoint Security Services, Inc. supervisory personnel are required to possess a minimum of 7 years of law enforcement or security experience. Our supervisors are charged with scheduling, assigning security posts, and acting as liaison between the Board of Directors and our client. Supervisory personnel are available to you 24 hours every day in order maintain quality assurance and customer service on behalf of THE CITY OF PITTSBURG.

24 Hour Customer Service

Northpoint Security Services, Inc. stands above our competitors by providing an open line of communication with our

Our offices are staffed around the clock with customer service representatives for your convenience. While most of our competitors work 9AM-5PM, Northpoint Security Services, Inc. staffs 24-hour dispatch centers. Our customer service representatives are not salespeople; they are security professionals assigned to light duty or administrative functions. Desk personnel are utilized as watch-commanders with full authority to make supervisory decisions for Northpoint Security Services, Inc.

You can significantly reduce your liability with our $3 Million comprehensive Insurance Policy

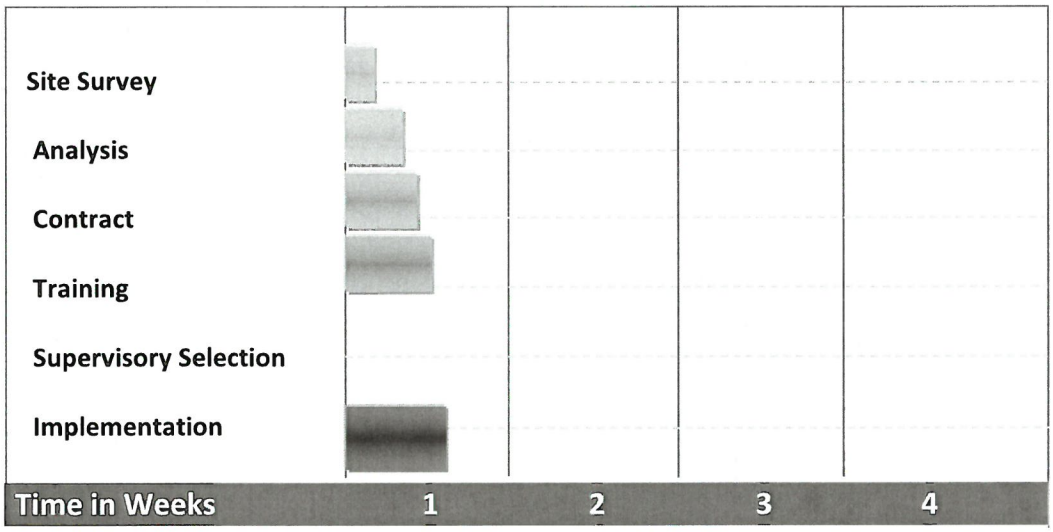
Cost

Northpoint Security Services, Inc. will provide you with a forensic breakdown of our costing specifications, on request. Northpoint Security Services, Inc. maintains a philosophy that in order to retain the highest quality security professionals in the industry, we must compensate them commensurate to their qualifications. The Management team has resolved to reduce our profit margin rather than decrease a security guard's salary. Our costing structure provides for a well-paid security professional and a conservative rate to our client.

Liability

Northpoint Security Services, Inc. maintains insurance that is three times the minimum aggregate coverage obtained by most of our competitors. Our Legal Division recommends that in order to protect our assets as well as yours, we must maintain financial security in full force and effect at a level that far exceeds industry standard.

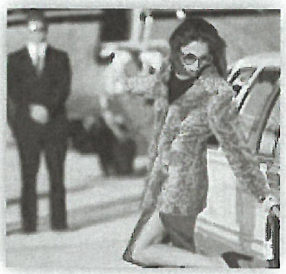
Security Service Project Schedule



Having reviewed in detail, your request for proposal particulars and understood the scope and schedule of the project, Northpoint Security Services, Inc. has put together a first class team of security professionals who we think are particularly suited to the project. We have selected prospective supervisory personnel on their ability and suitability for the type of project, and of course their availability to start right away if we are fortunate enough to be appointed.

Pictured above is a preliminary plan for project development. Northpoint Security Services, Inc. will partner with you in every stage of this project and act as both consultants and colleagues to work in a manner commensurate with both of our agency's relative skills – bringing greatly enhanced value to the project.

Executive Protection



- ☑ Discrete Bodyguard Service
- ☑ BDU Bodyguard Service
- ☑ Armed Transport Service
- ☑ Residential Protection Details
- ☑ Corporate Protection Details
- ☑ Prisoner Extradition

Uniformed Security

- ☑ Healthcare Facilities
- ☑ Residential Complexes
- ☑ Corporate Buildings
- ☑ Loss Prevention
- ☑ Retail Venues
- ☑ Parking Lots
- ☑ Governmental
- ☑ Bike Patrol
- ☑ Hotel Security

Security Consulting

- ☑ Physical Safety and Security Tours of Each Property
- ☑ Review of Incident Reports & Other Foresee-ability Issues
- ☑ Property Manual Review and Preparation
- ☑ International Travel Security Consulting & Protection Service
- ☑ Review of Property Security Procedures and Equipment
- ☑ Management and Employee Safety & Security training
- ☑ In-house Security Rules and Procedures

International Travel Security

- ☑ Travel warnings
- ☑ Crime reports
- ☑ Unusual currency
- ☑ Entry requirements
- ☑ Areas of instability
- ☑ Consulate contacts
- ☑ Embassies
- ☑ Disease information
- ☑ Extremist Groups

Maritime Security

- ☑ Assessments of threats, vulnerabilities, and critical infrastructure at ports
- ☑ Coordination and cooperation among agencies
- ☑ Establishment of guidelines for commercial facilities handling certain cargo
- ☑ Patrol of rivers, shorelines, and other waterways

K-9 Service

- ☑ Conduct tracks
- ☑ Conduct searches and apprehensions
- ☑ Narcotics detection
- ☑ Missing person location
- ☑ Explosives detection

Cost Structure

Northpoint Security Services, Inc. will provide THE CITY OF PITTSBURG with licensed and insured security officers. Our all-inclusive hourly or monthly rates for this project are as follows:

$39.73 per hour. All non-holiday overtime is factored into this rate.

$2470.00 monthly patrol vehicle flat rate. Cost includes fuel, maintenance, cleaning, insurance, and all other operating costs. Price is slightly higher than usual, given the vehicle will be operating 10 hours daily.

Account Manager and Supervisor's time are not billed in any way to THE CITY OF PITTSBURG. Our Account Manager and Supervisor's will be on site on a regular basis at un-announced times to check up on the assigned security officers. They also serve as a liaison to you, our client on all security initiatives and project maintenance.

Scheduled overtime is never billed to THE CITY OF PITTSBURG. We have accounted for project overtime in our billable rate. Any unscheduled changes or additions may result in overtime charges.

Holidays are billed at time and a half. Northpoint Security Services, Inc. observes all federally recognized holidays.

Uniforms, equipment, or other expenses are never billed to THE CITY OF PITTSBURG.

Pre-employment screening, training, ongoing training, and other related expenses are never billed to THE CITY OF PITTSBURG.

This shall serve as a brief synopsis of the security services contract provided before the start of services. The security services contract and purchase order supersede any information contained in this proposal.

ATTACHMENT 1

Requirements/Questionnaire

A. Proposing Firm and General Information

a. Company Name and Address: **Northpoint Security Services, Inc.**
b. RFP contact person–phone/email: **Bill Davies, 925-354-1668, bill@northpointsecurityservices.com**

B. Experience

1. Describe your company's history and experience in the field: **Northpoint Security Services, Inc. has been one of the leading private security firms in Contra Costa County since 2004. We have provided security for Contra Costa's largest land developer and commercial real estate firm for over 13 years, Seeno Enterprises/Sierra Pacific and for over 15 years for Garaventa Enterprises, which is the one of the state's largest privately ran commercial and residential waste disposal companies, many other businesses, and residential properties throughout the local area, and even the City of Pittsburg. Northpoint Security's Management Team the combined experience nearly 100 years.**

   Northpoint started the Pilot Program for the City of Pittsburg's Park Patrol several months ago. We have worked close with the City of Pittsburg's City Manager's Office to create the program and implement its success. We have a team of dedicated professionals who have proved their worth and our company's dedication to the City of Pittsburg. The feedback and reporting have been commended at all levels of interactions we have had with the city.

2. Describe your company's knowledge and experience, if any, in Pittsburg, East Contra Costa County, and/or communities that are similar: **Northpoint Security provides security and patrol services to dozens of clients throughout Contra Costa, and many of them in the Pittsburg-Antioch area. We have provided security for Pittsburg's biggest developer and landowner Sierra Pacific. We have serviced all their shopping centers, apartment complexes and construction sites for the past 13 years. We have worked with city governments in the county and dozens of private businesses, business associations, and residential clients. Our long-term success has been a direct result of our dedication to our clients, cities, county, neighbors, employees, and clients.**

3. Provide three reference contacts including name, telephone and email
   Bob Garrison, Sierra Pacific 925-584-4207 bgarrison@ssprop.com
   Tim Bredbenner, Garaventa Enterprises tim.bredbenner@mdrr.com 925-682-9113
   Rob Drewry, Merrit USA 925-997-8684 rdrewry@merritsteel.com

C. Qualifications

1. Provide information regarding the training and experience of the person(s) who will perform the services for the City: **Northpoint Security has been providing this service for the City of Pittsburg for several months now, to the City's satisfaction. We have highly trained employees at the ready and our in-house training is customizable to the client's needs and wants. We have adapted to the City's requests in the inception of this program and have worked to see its success. The cost savings to the city, vs. having police or other city staff patrol the parks is significant and having a dedicated patrol to the parks, helps to protect the physical assets of the City and the residents and visitors to the City of Pittsburg.**

2. Provide information regarding the equipment used and considerations or techniques used in providing services as described in the RFP: **Northpoint Security has a fleet of patrol cars to customize appearances for our clients. We can accommodate almost any reasonable request. We employ a state-of-the-art mobile patrol software that reports narrative, pictures, videos, and more. This ensures to the client that the services have been rendered and any pictures of documentation needed for follow-up by the client at a later time.**

D. Cost Proposal

1. Provide information regarding an approach and cost proposal for effective overnight security for the Primary Locations, and a planned approach and cost proposal for effective overnight security for Priority 2 Locations. Due to budget constraints, the City reserves the right to eliminate one or more locations from the scope of work.: **We have currently been providing this service for the City at the rate of $39.73 per hour and $2,470.00 for a patrol vehicle. We base this rate on ensuring our dedicated employees are properly compensated, feel valued, are motivated to strive for client satisfaction, and limit turnover. Patrol vehicle costs are based on acquisition of the vehicle, insurances, fuel, maintenance, washing, etc. The flat rate is inclusive of all vehicles needs and the labor rate is inclusive of all employer costs, other than holiday and unscheduled overtime.**

2. Priority 2 Locations, can be handled in many ways. We can add another patrol driver to do the same service for the same cost quoted for Primary locations. We also can prioritize all locations by ones with most problems to least problems and try to use the Primary Locations patrol to cover all parks to save on cost. The Patrol driver would be spread thin, but it's possible.

3. Provide information regarding hourly rate and any other cost considerations relevant to the proposal (separate charges for vehicle or equipment, training expense, holiday rate, rate for hours in excess of

eight hours per shift): **As outlined above, we pride ourselves in transparent pricing for our clients. We provide a flat hourly rate for labor and a flat monthly rate for vehicles. Dedicated patrol phones that are available for client communications and report writing are also available at $150.00 per month, all inclusive.**

E. Certificate of Insurance

a. Demonstrate you have the insurance required in the attached contract agreement, including an endorsement listing the City as additional insured, or how you will obtain the insurance by August 1, 2021: **Attached to this proposal**

Northpoint Security sincerely appreciates being the first provider of patrol services for the city parks. We hope that our dedication to the City and community have been visible in our success. We will work together with the City Management and City Government to add and enhance the patrol services the city parks currently receive.

One of the benefits of a local, family-owned company is the ability to customize the services to the needs of our clients. We can modify, expand, alter, change, etc. all our services to adapt to the changing and progressing needs of the City.

If the City Council needs any further information or clarification, please feel free to reach out to our company owner, Bill Davies bill@northpointsecurityservices.com or direct at 925-354-1668

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Zeigler Insurance and Financial Services, Inc 1300 Central Blvd Ste B Brentwood, CA 94513 License #: 0H18234	CONTACT NAME: Erica Juarez PHONE (A/C, No, Ext): (925)634-1240 FAX (A/C, No): (888)347-3597 E-MAIL ADDRESS: erica@zeiglerinsurance.com
INSURED Northpoint Security Services Inc. 2063 Main St #106 Oakley, CA 94561	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Steadfast Insurance Company INSURER B : American Guarentee & Liability Insurance Compan INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 95950281-167921** **REVISION NUMBER: 12**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	EOL9452601-12	12/03/2020	12/03/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			AUC0082300-06	12/03/2020	12/03/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liabili			EOL9452601-12	12/03/2020	12/03/2021		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ELJ)

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Printed by ELJ on April 12, 2021 at 12:57PM

Waiver Of Subrogation (Blanket) Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
EOL9452601-12	12/3/2020	12/3/2021	12/03/2020	21894000	$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
EOL9452601-12	12/3/2020	12/3/2021	12/03/2020	21894000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:
Address (including ZIP Code):
NorthPoint Security Services, Inc.
2063 Main St. 106
Oakley, CA 94561

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize Execution of a Construction Contract for the California Theatre Balcony Level Occupancy Project and Related Improvements

MEETING DATE: August 2, 2021

EXECUTIVE SUMMARY

Project 1200, the California Theatre Balcony Level Occupancy Project, is for the rehabilitation of the balcony level to include installation of seating, installation of incline lift from lower balcony to upper balcony, carpet with fixed and ADA seating, and egress lighting at the balcony level (collectively, the "Project"). If approved, the Resolution will authorize the execution of a construction contract (Contract) with BHM Construction, Inc.

FISCAL IMPACT

The Pittsburg Arts and Community Foundation (PACF) and the John H. and Regina K. Scully Foundation (Foundation) executed a Donation Agreement whereby the Foundation will provide $1,000,000 to PACF. PACF and the City executed a Financing Agreement, whereby the City will oversee the construction of the Project and PACF will process and pay progress payments and invoices.

The Contract with BHM Construction, Inc. is for $688,695. There are other costs associated with the Project such as the cost of the seats, and various soft costs such as design, plan check fees, permits, and third-party project management.

RECOMMENDATION

City Council adopt the Resolution authorizing the execution of the Contract with BHM Construction, Inc.

Staff recommends that a construction contingency of $103,304 (Contingency Amount), approximately 15% of the contract amount, be authorized for the Project. Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the Contingency Amount and the City

Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the Contingency Amount.

BACKGROUND

On December 14, 2015, the City Council adopted Resolution 15-13141 reallocating funds for the design and construction of an extensive heating, ventilation, and air condition system to serve the balcony area, construction of an exterior emergency exist staircase from the second-floor balcony and construction of replacement doors at the theater entry. These improvements were completed in 2016 and were necessary for the renovation of the second-floor balcony area to accommodate additional seating.

On July 17, 2017, the City Council adopted Resolution 17-13351, reallocating $200,000 to the Project and authorizing the City Manager to enter into agreements necessary to prepare for the next phase (balcony level occupancy) of improvements.

Architectural Resources Group of San Francisco (ARG) was retained to complete the architectural design and resolve structural and code compliance issues while the City pursued other funding for the construction.

On October 19, 2020, the Governing Board of the PACF adopted Resolution 20-077, approving the Donation Agreement between PACF and the Foundation and accepting $1,000,000 for Project.

On December 21, 2020, the City Council adopted Resolution 20-13860 and the Governing Board of the PACF adopted Resolution 20-078, approving the Financing Agreement between the City and PACF for design revisions, and construction of the balcony and theater seating, installation of a lift and other improvements needed to provide the best possible theater experience.

The Project is Categorically Exempt from the CEQA review process per Class 1, Section 15301 “Existing Facilities” of the CEQA Guidelines.

Advertising for the Project began on March 3, 2021. Bids for construction of the Project were opened and read aloud at 2:00 p.m. on March 30, 2021. Only one bid was received and after review, was later determined to be a nonresponsive bidder for failure to comply with the directions for Section 4 of the Bidder's Qualifications and References, requiring bidder to provide the year for the listed "similar" projects.

Because the City did not receive any responsive bids for the Project, pursuant to Public Contract Code section 22038(c), staff commenced negotiations with BHM Construction, Inc., who was the same contractor who completed Phase I of the renovation of the California Theatre and the subsequent work completed in 2016.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The renovation efforts of the California Theatre have been on and off due to funding for almost two decades. In 2010, Phase I of the renovation formally commenced, enabling the California Theatre to reopen to the public in 2013. However, due to funding, the second-floor balcony was not completed.

The $1,000,000 donation made by the Foundation is for rehabilitation of the balcony level and includes the installation of seats, installation of incline lift from lower balcony to upper balcony, carpet with fixed and ADA seating and egress lighting at the balcony level. This portion of the Project will increase the seating capacity at the California Theatre by adding 150 seats at the balcony level for a seating capacity of approximately 500 theater seats.

ATTACHMENTS: Resolution
Construction Contract

Report Prepared By: Richard Abono, Director of Public Works

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of a Construction Contract for the California Theater Balcony Level Occupancy Project	)))	RESOLUTION NO. 21-

WHEREAS, on December 14, 2015, City Council adopted Resolution 15-13141, reallocating funds for the design and construction of an extensive heating, ventilation, and air condition system to serve the balcony area, construction of an exterior emergency exit staircase from the second-floor balcony and construction of replacement doors at the theatre entry. These improvements were completed in 2016 and were necessary for the renovation of the second-floor balcony area to accommodate additional seating; and

WHEREAS, on October 19, 2020, the Governing Board of the Pittsburg Arts and Community Foundation (PACF), adopted Resolution 20-077, authorizing execution of a donation agreement between PACF and the John H. and Regina K. Scully Foundation, LLC (Foundation) and accepting a donation of $1,000,000 to PACF; and

WHEREAS, advertising for the rehabilitation of the balcony level to include installation of seating, installation of incline lift from lower balcony to upper balcony, carpet with fixed and ADA seating, and egress lighting at the balcony level, and other related improvements (collectively, the “Project”) began on March 3, 2021.

WHEREAS, bids for construction of the Project were opened and read aloud at 2:00 p.m. on March 30, 2021. Only one bid was received and after review, was later determined to be a nonresponsive bidder for failure to comply with the directions for Section 4 of the Bidder's Qualifications and References, requiring bidder to provide the year for the listed "similar" projects; and

WHEREAS, because the City did not receive any responsive bids for the Project, pursuant to Public Contract Code section 22038(c), the City negotiated a construction contract (Contract) with BHM Construction, Inc. and the parties have agreed to a price of $688,695 (Contract Price) for the Project.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby:

1. Authorize the City Manager or his designee to execute the Contract with BHM Construction, Inc. for the Contract Price, with a construction contingency of $103,304

(Contingency Amount), approximately 15% of the Contract Price.

2. Authorizes the City Engineer or his designee to approve contract change orders for this Project in a total amount not to exceed 50% of the Contingency Amount and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the Contingency Amount.
.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 2nd day of August 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk