



CITY OF PITTSBURG AGENDA

SEPTEMBER 18, 2023

**CITY OF PITTSBURG MARINA CENTER
340 MARINA BOULEVARD, PITTSBURG, CA**

PLEASE NOTE VENUE CHANGE DUE TO COUNCIL CHAMBER REMODEL

**CLOSED SESSION
5:30 P.M.**

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

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

PRESIDING

**Shanelle Scales-Preston, Mayor/Chair
Juan Antonio Banales, Vice- Mayor/Chair
Jelani Killings, Council Member/Board Member
Dionne Adams, Council Member/Board Member
Angelica Lopez, Council Member/Board Member**

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

Pittsburg City Council regular 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.pittsburgca.gov. 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.

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 PM - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL FOR SUCCESSOR AGENCY — ANTICIPATED LITIGATION

Initiation of litigation pursuant to Section 54956.9(d)(4)
Number of cases: one

2. CONFERENCE WITH LABOR NEGOTIATORS pursuant to Section 54957.6

City Designated Representatives: Jennifer Brizel, Director of Human Resources
Unrepresented Employee: City Manager

7:00 PM - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

3. National Hispanic Heritage Month

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

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

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 participate). (No Action Required)

CITY COUNCIL MEETING

PUBLIC HEARING

4. Adoption of a City Council Resolution Approving the 2022-2023 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER is a “report card” that documents how well the City met its goals during the period of July 1, 2022 through June 30, 2023 (Program Year) in helping low to moderate income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds.

5. Adoption of a City Council Resolution Authorizing Use of the Bond Opportunities for Land Development (“BOLD”) Program and Authorizing the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Proceedings and Levy Special Taxes Within the Territory of City of Pittsburg Pursuant to the Mello-Roos Community Facilities Act of 1982, as Amended; and Authorizing Related Actions

The California Municipal Finance Authority (“CMFA”) works on behalf of its local agency members to facilitate economic development. City staff has been provided information regarding the Bond Opportunities for Land Development (“BOLD”) Program offered by CMFA that can be used to finance public infrastructure required for new development within the City.

6. Introduction and Waive First Reading of Two Ordinances for the Objective Design Standards 2023 Project: 1) Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code; and 2) Amending the Zoning Map for Certain Multi-family Housing and Mixed-use Development Projects to Further Housing Production Consistent with State Law

This is a public hearing on a City-initiated request for adoption of two ordinances for the Objective Design Standards (ODS) 2023 Project (“Project”): 1) adding article XXI to Chapter 18.84 of the Pittsburg Municipal Code (PMC); and 2) amending the Zoning Map for certain multi-family housing and mixed-use development projects to further housing production consistent with State law. On May 9, 2023, the Planning Commission held a public hearing and unanimously adopted Resolution No. 10229, recommending City Council approval of the Project.

CONSIDERATION

7. Adoption of a City Council Resolution of Intent to Establish an Enhanced Infrastructure Financing District and Public Financing Authority

Senate Bill 628 (2014) authorized local governments entities to form Enhanced Infrastructure Financing Districts (EIFDs) as a financing mechanism for revitalizing certain areas of the community. Adopting a Resolution of Intention is the first official step in the process of forming an EIFD and establishing the Public Financing Authority (PFA) which would have oversight of the district. If adopted, the Resolution of Intent would not obligate the City to move forward with formation of an EIFD.

8. Adoption of a Minute Order to Approve City Goals and Priorities for Fiscal Year 2023-24

On March 25, June 19, and July 13, 2023, the City Council held public workshops to discuss goals for fiscal year (FY) 2023-24. During the workshop, staff responded to questions and received comments from City Councilmembers and developed a final draft list of goals and priorities for the upcoming fiscal year.

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

9. Minutes of August 21, 2023
10. Adoption of a City Council Resolution Approving a Lease Agreement Between the City of Pittsburg and the Bay Harbor Park Homeowners Association

Bay Harbor Park Homeowners Association (BHP HOA) owns Assessor's Parcel Number (APN) 085-300-162, denoted as Parcel B on the BHP Subdivision Map in Attachment 3. The City proposes to lease the southwestern most portion of Parcel B at the corner of Marina Blvd. and 3rd Street (the "Leased Property") to host a decorative monument and conduct maintenance on the Leased Property.

11. Adoption of a City Council Resolution Accepting Project 3123—Oak Hills Park Restroom as Complete and Authorize the City Engineer to File a Notice of Completion

Project 3123—Oak Hills Park Restroom (the "Project") included installing a pre-manufactured self-cleaning restroom at Oak Hills Park which, prior to this project, did not have an existing bathroom. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

12. Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding Project 3019—Reviving the Heart of Pittsburg Pride

This project is for the construction of a new pocket park, streetscape, and signage at several locations along Railroad Avenue from 17th Street to 8th Street. If adopted, this resolution will accept the project plans and specifications and authorize the City Manager to award a construction contract to CWS Construction Group, Inc.

13. Adoption of a City Council Resolution Accepting FEMA Hazard Mitigation Grant Funds for Project 8336, Americana Park Bypass Channel

The City has been awarded a grant in the amount of \$374,879 for Project 8336- Americana Park Bypass Channel Project (the “Project”). If approved, the resolution will authorize the allocation of the grant funds for a total approved project budget of \$1,276,678.

14. Adoption of a City Council Resolution Accepting the Proposition 68 Per Capita Grant Fund and Urban Counties Grant for Project 3040-Buchanan Park Pond Loop Replacement.

The State of California Department of Parks has awarded Per Capita Grant funds to Project 3040 - Buchanan Park Pond Loop Replacement (the “Project”). If adopted, this resolution will accept the grant funds and allocate \$222,288 to the Project.

15. Adoption of a City Council Resolution Accepting a Federal Earmark and Authorizing Matching Funds for Design and Construction of the Pittsburg Center Smart Pilot Project

On March 10 ,2022, Congressman Mark DeSaulnier announced that he secured \$9,061,00 million for community projects throughout Contra Costa County. The funding was allotted to help fund ten (10) projects. One of the projects selected included the Pittsburg Center Smart Pilot Project (the “Project”).

16. Adoption of a City Council Resolution Authorizing Execution of the Contract for Investment Advisory Services to Chandler Asset Management

Renewal of Chandler Asset Management (CAM) Investment Advisor Service contract until June 30, 2028.

17. Adoption of a City Council Resolution Authorizing the City Manager to Execute Agreement Between the City of Pittsburg and Peregrine Technologies

The Pittsburg Police Department is seeking City Council approval of the Resolution to execute an Agreement between the City of Pittsburg and Peregrine Technologies for the renewal of Peregrine software license for a 3-year period, including training, support, and services.

18. Adoption of a City Council Resolution Authorizing the Execution of an Agreement between the City of Pittsburg and the Contra Costa County Office of the Sheriff Forensic Services Division

The Police Department is seeking City Council approval of the Resolution to execute an Agreement between the City of Pittsburg and Contra Costa County Office of the Sheriff Forensic Services Division for forensic services to assist the Police Department in the investigation of criminal matters.

19. Adoption of a City Council Resolution Approving the Contract Amendment for Public Safety Family Counseling Group, Inc. formerly dba Psychological Services Group

Staff recommends approval of the contract amendment for Public Safety Family Counseling Group, Inc. formerly dba Psychological Services Group who provides wellness services for the Pittsburg Police Department.

20. Adoption of Two Ordinances Amending Title 18 of the Pittsburg Municipal Code Related to Accessory Dwelling Units, and Amending Title 18 Miscellaneous Text Amendments

On August 21, 2023, the City Council held a public hearing on text amendments to various sections of Title 18 ("Zoning") of the Pittsburg Municipal Code (PMC) to ensure consistency with recently enacted state law addressing accessory dwelling units (ADUs), and miscellaneous clean-ups. After closing the public hearing, the Council voted 5-0 to introduce and waive further reading of Ordinance Nos. 23-1509 (Amending Title 18 of the PMC related to zoning definitions, screening requirements, and other miscellaneous items), and 23-1510 (Amending Title 18 of the PMC related to Accessory Dwelling Units (ADU's)). The ordinance is now ready for City Council adoption.

21. Adoption of a Pittsburg Power Company Resolution Approving the 2022 Annual Power Source Disclosure Report to the California Energy Commission

State Law, Public Utilities Code Section 398.1(b), requires all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers. The Pittsburg Power Company (PPC) provides electricity retail service on Mare Island, Vallejo in the name of Island Energy (IE) and is required by law to disclose the sources of its energy procurement and sales to its end users on Mare Island. The CEC requires the Governing Board of the Pittsburg Power Company to approve its 2022 Annual Power Source Disclosure Report (PSD Report).

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 OCTOBER 2, 2023

NOTICE TO PUBLIC

GENERAL INFORMATION

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SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled residents. 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 electronic devices, 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.pittsburgca.gov on the Agendas and Live Meetings page. Past meetings and approved minutes are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov - Agendas and Live Meetings), on Comcast Channel 24 Delta TV, AT&T U-Verse Channel 99 Delta TV. Contact the City Clerk's office at (925) 252-4850 for more information

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2023

Updated July 17, 2023

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>TIME</u>	<u>STAFF</u>
ABAG	Shanelle Scales-Preston / Jelani Killings Alt.	Standing	Annual		G. Evans
Delta Diablo*	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2 nd Wednesday	4:30 pm	J. Samuelson
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alt.	Standing	4 th Monday	2:00 pm	J. Davis
			Bi-Monthly		
East County Water Management	Juan Banales / Jelani Killings Alt.	Standing	Annual		J. Samuelson
MCE Clean Energy Board	Shanelle Scales-Preston / Angelica Lopez Alt.	Standing	Quarterly	7:00 pm	D. Buchanan
TRANSPLAN / ECCRFFA	Shanelle Scales-Preston / Juan Banales Alt.	Standing	2 nd Thursday	6:30 pm	J. Samuelson
Tri-Delta Transit (2 reps)**	S. Scales-Preston & Dionne Adams / Jelani Killings Alt.	Standing	Last Wednesday	4:00 pm	J. Samuelson
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>TIME</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Shanelle Scales-Preston / Jelani Killings Alt.	Standing	3 rd Thursday		G. Evans
Los Medanos Health Advisory Committee	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		M. Aliotti
Mayor's Conference	Shanelle Scales-Preston / Juan Banales Alt.	Standing	1 st Thursday	6:30 pm	G. Evans
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Dionne Adams Alt.	Standing	2 nd Thursday	4:00 pm	M. Aliotti
			Quarterly		
Pittsburg Police Activities League (PAL)	Shanelle Scales-Preston & Angelica Lopez / Dionne Adams Alt.	Standing	Monthly		S. Albanese
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>TIME</u>	<u>STAFF</u>
Community and Economic Development	Jelani Killings & Angelica Lopez / Juan Banales Alt.	Standing	As needed		J. Davis
Finance Management	Shanelle Scales-Preston & Juan Banales / Jelani Killings Alt.	Standing	As needed		P. Rodrigues
Government Performance	Juan Banales & Jelani Killings	Ad Hoc	As needed		J. Brizel
Infrastructure and Transportation	Juan Banales & Dionne Adams / Angelica Lopez Alt.	Standing	As needed		J. Samuelson
Life Enrichment	Dionne Adams & Angelica Lopez / Shanelle Scales-Preston Alt.	Standing	As needed		K. Simonton
Public Safety	Shanelle Scales-Preston & Jelani Killings / Dionne Adams Alt.	Standing	As needed		S. Albanese
Tobacco, Cannabis, Alcohol Policy Review	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		G. Evans

*Stipend of \$170 per month

**Stipend of \$100 per month



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

NATIONAL HISPANIC HERITAGE MONTH

September 15-October 15, 2023

WHEREAS, America draws strength from the extraordinary diversity of its people; and

WHEREAS, the Latino-Hispanic people have long been a part of history and tradition, having been among the earliest settlers in California, in Contra Costa County and other regions of the United States, and

WHEREAS, the timing of Hispanic Heritage Month coincides with the Independence Day celebrations of several Latin American nations and September 15 was chosen as the kickoff because it coincides with the Independence Day celebrations of five Central American countries, Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. These five nations declared their independence from Spain on September 15, 1821; and

WHEREAS, Mexico is also acknowledged for declaring its independence from Spain on September 16, 1810 and Chile also celebrated its independence on September 18, 1810 and Belize declared its independence from Great Britain on September 21, 1981; and

WHEREAS, Hispanic Heritage Month is an annual celebration of the history and culture of the U.S. Latin and Hispanic communities. This month-long event commemorates how those communities have influenced and contributed to American society at large; and

WHEREAS, the City of Pittsburg recognizes the importance of the influence and contributions have on the residents of this community.

NOW, THEREFORE, I, Shanelle Scales-Preston, on behalf of the City Council of the City of Pittsburg, do hereby proclaim the days of September 15 through October 15, 2023, as "National Hispanic Heritage Month" and encourage all residents to honor this observance with programs, activities, and ceremonies to learn and promote the Latino-Hispanic contributions.



Shanelle Scales-Preston, Mayor

Alice E. Evenson, City Clerk

10 ATTEST: September 18, 2023



**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 the 2022-2023
Community Development Block Grant Consolidated Annual
Performance and Evaluation Report

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER is a “report card” that documents how well the City met its goals during the period of July 1, 2022 through June 30, 2023 (Program Year) in helping low to moderate income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds.

FISCAL IMPACT

The CDBG program is a federally funded program. Activities and staffing expenses associated with the program are paid by HUD.

RECOMMENDATION

City Council open the public hearing considering the 2022-2023 CAPER, receive testimony, close the public hearing, consider the public comments, and adopt the Resolution approving the 2022-2023 CAPER for submission to HUD.

BACKGROUND

HUD regulations require the City to submit the CAPER to report on the CDBG activities and programs undertaken during the Program Year. These activities were previously approved on June 20, 2022 by Resolution 22-14118 in the 2022-2023 Annual Action Plan.

The CAPER provides a concise summary of the CDBG funding available and expended in the Program Year. These monies funded activities and programs that address the priority needs and specific objectives identified in the Contra Costa Consortium 2020-2025 Consolidated Plan (2020-2025 Consolidated Plan) and those that met the national objectives and community development goals.

As required, the CAPER consists of specific program narratives, an assessment of annual performance, and an assessment of progress toward meeting goals and objectives contained in the 2020-2025 Consolidated Plan. In addition, the CAPER provides the number of people assisted with CDBG funding in the Program Year, amount of funds budgeted and used for approved activities and programs, and actions by the City to affirmatively further local and Contra Costa County Consortium objectives.

SUBCOMMITTEE FINDINGS

The CAPER for fiscal year 2022-2023 was discussed at the Life Enrichment Subcommittee meeting on August 17, 2023.

STAFF ANALYSIS

The preparation of the CAPER consists of an analysis of the year-end reports submitted by the subrecipients. These reports provide a summary of each subrecipient's program goals accomplished, problems encountered, and success stories.

Activities undertaken during the Program Year consist of the following:

- \$124,787 was expended by four (4) organizations funded under the Public Services category. The Public Service activities included programs providing meals for the homeless and low income persons, medical care for the homeless and people without medical insurance, and community gardens providing fresh produce to low income families. A total of 2,344 low income residents were served and over 1,755 meals were served.
- \$80,000 was expended towards Economic Development activities that provide job training and placement along with programs that assist micro-enterprises. Under this category, 29 people received job training and 8 were placed in administrative positions. In addition, 10 persons opened and expanded childcare services.
- \$222,281 was expended towards Infrastructure and Public Facilities improvements that included installation of 38 curb ramps in target areas to improve accessibility.
- Funds were not expended in fiscal year 2022-2023 under the Housing Rehabilitation program. Two applicants have completed the review process. One project was sent out to bid three times; the first two times resulted with no bids received. Only in the third effort did this project receive a bid. A contractor is now in place and the loan documents are scheduled to be executed. Staff has completed the second applicant's property evaluation to determine the scope of work. Once the second applicant has approved the scope, this project will go out to bid. A project from fiscal year 2021-2022 was carried forward and the work was completed in August 2022.
- \$124,919 was expended for Program Administration and Planning.

The City utilized its CDBG funds to assist low to moderate income residents. The targeted total persons or households to be served were 2,483 during the Program Year. The year-end total number of persons or households served were 4,194. CDBG funds allow the City to create a more livable, better functioning, and attractive community for its residents.

As required, the public comment period commenced on September 1, 2023 and ended on September 17, 2023. Copies of the draft 2022-2023 CAPER were made available for review online on the City's website. Interested parties were encouraged to send comments on the draft 2022-2023 CAPER during the comment period

ATTACHMENTS: Resolution
 Draft CAPER

Report Prepared By: Ishani Rasanayagam, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Approving the 2022-2023 Community	)	RESOLUTION NO. 23-
Development Block Grant Consolidated	)	
<u>Annual Performance and Evaluation Report</u>	)	

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year; and

WHEREAS, the CAPER is a “report card” that documents how well the City met its goals during the period of July 1, 2022 through June 30, 2023 (Program Year) in helping low income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds; and

WHEREAS, the CAPER provides a concise summary of the CDBG funding available and expended in the Program Year; and

WHEREAS, these monies funded activities and programs that address the priority needs and specific objectives identified in the Contra Costa Consortium 2020-2025 Consolidated Plan (2020-2025 Consolidated Plan) and those that met the national objectives and community development goals; and

WHEREAS, the CAPER consists of specific program narratives, an assessment of annual performance, and an assessment of progress toward meeting goals and objectives contained in the 2020-2025 Consolidated Plan; and

WHEREAS, the CAPER provides the number of people assisted with CDBG funding in the Program Year, amount of funds budgeted and used for approved activities and programs, and actions by the City to affirmatively further local and Contra Costa County Consortium objectives; and

WHEREAS, the City complied with public participation requirements by soliciting comments and holding a public hearing on September 18, 2023; and

WHEREAS, the City will submit a final version of the CAPER, incorporating all public comments received to HUD on or before September 30, 2023.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the 2022-2023 CAPER.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 18th day of September 2023, by the following vote

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

2022-2023

DRAFT

**Community Development
Block Grant
Consolidated
Annual Performance
and Evaluation Report**



City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Duns Number: 1979275128

SUBMITTED TO HUD ON SEPTEMBER _____

Public Review and Comment Period:

September 1– September 17, 2023

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This Consolidated Annual Performance and Evaluation Report (CAPER) covers the accomplishments under the Community Development Block Grant (CDBG) program for the period of July 1, 2022 to June 30, 2023 (Program Year). It is the City's goal to utilize CDBG funds to improve the quality of life for Pittsburgh residents; especially the low and moderate income population.

Activities undertaken during the Program Year consists of the following:

- 124,847 was expended by four (4) agencies funded under the Public Services category. The Public Service activities included programs providing meals for the homeless and low income persons, medical care for the homeless and people without medical insurance, and community gardens providing fresh produce to low income families. A total of 2,344 low income residents were served and over 1,755 meals were served.
- \$80,000 was expended by three (3) organizations funded under Economic Development. Activities included the provision of job training and placement along with programs that assist micro-enterprises. Under this category, 29 people received job training and 8 were placed in administrative positions. In addition, 10 persons opened and expanded childcare services.
- \$222,281 was expended towards Infrastructure and Public Facilities improvements. The projects included the construction of 38 ADA ramps. In addition, design for traffic mitigation and safety improvements along Crestview Drive is in progress.
- One applicant was carried over from the previous financial year under the Housing Rehabilitation Loan Program.
- Funds were not expended in fiscal Year 2022-2023 under the Housing Rehabilitation program. Two applicants have completed the review process. One project was sent out to bid three times; the first two times resulted with no bids received. Only in the third effort did this project receive a bid. A contractor is now in place and the loan documents are scheduled to be executed. Staff has completed the second applicant's property evaluation to determine the scope of work. Once the second applicant has approved the scope, this project will go out to bid. A project from fiscal year 2021-2022 was carried forward and the work was completed in August 2022.
- \$124,919.29 was expended for Program Administration and Planning.

The City utilized its CDBG funds to assist low to moderate income residents. The targeted total persons or households to be served were 2,452 during the Program Year. The year-end total number of persons or households served were 4,194. CDBG funds allow the City to create a more livable, better functioning, and attractive community for its residents.

As required, the public comment period commenced on September 1, 2023 and ended on September 17,

2023. Copies of the draft 2022-2023 CAPER were made available for review online on the City's website. Interested parties were encouraged to send comments on the draft 2022-2023 CAPER during the comment period.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
AH-1: Increase Affordable Rental Housing Supply	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	0	0				
AH-1: Increase Affordable Rental Housing Supply	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	0	0				
AH-2: Increase Affordable Supportive Housing	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	0	0				
AH-2: Increase Affordable Supportive Housing	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	0	0				
AH-3: Maintain and Preserve Affordable Housing	Affordable Housing	CDBG: \$ / Cal-Home Funds: \$100000 / Successor Agency: \$	Homeowner Housing Rehabilitated	Household Housing Unit	7	0	0.00%	4	0	0.00%
AH-3: Maintain and Preserve Affordable Housing	Affordable Housing	CDBG: \$ / Cal-Home Funds: \$100000 / Successor Agency: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	0	0				
CD-1: General Public Services	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3370	0	0.00%	2380	0	0.00%
CD-2: Non-Homeless Special Needs	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
CD-3: Youth	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	700	0	0.00%	100	0	0.00%
CD-4: Fair Housing	Non-Housing Community Development	CDBG: \$	Other	Other	0	0				
CD-5: Tenant/Landlord Counseling	Non-Housing Community Development	CDBG: \$	Other	Other	0	0				
CD-6: Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	5	0	0.00%	1	0	0.00%
CD-6: Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	40	10	25.00%	45	0	0.00%

CD-7: Infrastructure and Accessibility	Non-Housing Community Development	CDBG: \$ / Cal-Home Funds: \$382374	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	22	22	100.00%	11645	0	0.00%
CD-8: Administration	Non-Housing Community Development	CDBG: \$ / Successor Agency: \$	Other	Other	0	0				
H-1: Permanent Housing for the Homeless	Homeless	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	75	0	0.00%			
H-1: Permanent Housing for the Homeless	Homeless	CDBG: \$	Other	Other	850	0	0.00%			
H-2: Homeless Prevention and Services (Non- Shelter)	Homeless	CDBG: \$	Homelessness Prevention	Persons Assisted	3000	0	0.00%	25	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2020-2025 Consolidated Plan identifies a list of housing and community development needs. A Strategic Plan was produced to establish the priority of needs and objectives specific to Pittsburgh. The objectives are intended to meet the identified priority needs. There were three priority needs category identified in the 2020-2025 Consolidated Plan:

- **Affordable Housing** – It is a priority to maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods.

The purpose of addressing a community's non-housing needs, in addition to its housing needs, is to help create more livable, better functioning, and more attractive communities by integrating economic, physical, environmental, community, and human development programs in a comprehensive and coordinated fashion so that families and communities can thrive while working together.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	352
Black or African American	20
Asian	15
American Indian or American Native	4
Native Hawaiian or Other Pacific Islander	15
Total	406
Hispanic	338
Not Hispanic	16

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Limited English Proficiency (LEP) - In order to better serve Pittsburgh's LEP residents, the City has a Language Assistance Plan (LAP). The LAP was updated in 2017 to encourage involvement and participation by LEP persons in programs or activities that are HUD funded. According to the 2020 American Factfinder Community Survey, approximately 19.7% of Pittsburgh's population is Asian. However, the individual percentages of the ethnicities that make up the Asian category are less than 5%, with the exception of the Filipino community. Staff solicits participation during the CAPER, Consolidated Plan and Annual Action Plan process by

posting the public hearing notices in English, Spanish and Tagalog.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	832,313	537,490
Other	public - state	100,000	10,754

Table 3 - Resources Made Available

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Pittsburg	100	100	City

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City leverages Federal, State, and local resources to the greatest extent feasible to assist with the needs identified in the 2020-2025 Consolidated Plan.

The City's Police Department receives the following grants which enables the City to carry out a wide range of community development activities directed toward revitalizing neighborhoods and developing viable urban communities by providing a suitable living environment for low- and moderate-income households.

- CHP Cannabis Tax Grant - \$13,000
- Office of Traffic Safety - \$130,000
- Bureau Justice Assistance - JAG - \$34,380
- Board of State and Community Corrections – Officer Wellness and Mental Health Grant Program - \$62,485
- Tobacco - \$687,963

The City's Environmental Services Department received a grant of \$2.9 million for improvements to be made on Railroad Avenue. This will directly impact underserved communities of color in Pittsburg. These improvements will include park and landscape improvements in underdeveloped open areas, repairs to aging street medians, creation of a natural walking corridor and new parks.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

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

This 5-Year CIP for Fiscal Year (FY) 2022/23 through FY 2026/27 includes 239 projects with a total estimated cost of \$431,329,041 for the benefit of the residents of Pittsburg, and projects proposed by Pittsburg Power Company at the Island Energy facility on Mare Island in Vallejo. Each of the proposed projects meets one or more of the following criteria:

- Elimination of potentially hazardous or unsafe conditions and potential liability
- Replacement of high-maintenance, inefficient or ineffective infrastructure
- Improvement to and/or creation of new services to the public
- Compliance with regulatory requirements and mandates
- Stimulation of the local economy and elimination of blighted conditions
- Compliance with the City of Pittsburg General Plan
- Preservation of existing assets

The schedule and prioritization of CIP projects are based on available funding, public benefit, and funding restrictions. Staff has solicited comments from department management and other City staff to evaluate projects proposed for inclusion in the CIP. All of the projects on the list have been evaluated and ranked. Funding that is proposed for the projects listed are according to their priority ranking or available funding. Staff obtains funding projections and available funding for current and future projects from the City's Finance Department and applies them to the CIP accordingly. These projects will receive further evaluation in the next 5-Year CIP update planned for FY 2023/24.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0

	One-Year Goal	Actual
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	1
Number of households supported through Acquisition of Existing Units	0	0
Total	3	1

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In an effort to produce affordable housing, Pittsburg is part of the HOME Consortium with Contra Costa County. The purpose of the HOME program is to expand the supply of decent, safe, sanitary, and affordable housing for very-low and low-income households. HOME funds may be used for projects to acquire, rehabilitate, and construct housing for lower-income households in the Consortium area. HOME funds cannot be used for half-way houses or student housing. HOME funds are typically only eligible for new HOME projects. Except in rare circumstances, it is not permissible to invest additional HOME funding during the HOME affordability term into a project that has previously been awarded funds. The HUD HOME term for new construction projects is 20 years and up to 15 years for acquisition/rehabilitation projects.

Goals:

1) Increase Affordable Rental Housing Supply. Expand housing opportunities for extremely low-income, very low-income, and low-income households by increasing the supply of decent, safe, and affordable rental housing.

The Atchison Mixed-Use Development consists of 202 residential units and 13,669 square feet of commercial space. This project has 100 apartment units for very low-income households earning 50% of area median income (AMI) and 100 units for low-income households earning 70% of AMI. The remaining two units will be occupied by property managers. Apartment rents will range from \$1,085 to \$1,519 for a studio; \$1,162 to \$1,627 for a one-bedroom unit; and \$1,395 to \$1,953 for a two-bedroom unit.

Another housing project that was constructed is Beacon Villas which consist of 53 units with rents ranging from 50%-70% of AMI.

2) Increase Affordable Supportive Housing Supply. Expand housing opportunities for persons with special needs, including seniors, persons with disabilities, persons with HIV/AIDS, veterans, and the homeless, by increasing appropriate and supportive housing.

Discuss how these outcomes will impact future annual action plans.

Affordable homes for veterans are desperately needed throughout the county and the state. According to the United States Interagency Council on Homelessness, the Department of Veterans Affairs (VA) awarded \$137 million in grants to help and support veteran families during 2022. As per the same source, there were over 10,000 veterans currently experiencing homelessness in California alone. During 2022, the Department of Veterans Affairs housed over 40,000 homeless veterans.

The Veterans Square project has certain on-site services provided by a qualified service provider experienced in serving the veteran population. Therefore, the service provider may be eligible to apply for future CDBG funds that can be utilized to enhance services.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	387	0
Low-income	46	0
Moderate-income	0	0
Total	433	0

Table 7 – Number of Households Served

Narrative Information

Fortunately, Pittsburg has its own Housing Authority that can help in meeting the needs for affordable housing and the needs of persons with disabilities. It is the Housing Authority's responsibility to maintain and manage the waiting list and that those selected from the waiting list for participation in the Section 8 program are made in accordance with the policies of its

Administrative Plan. The Housing Authority has two local preferences 1) Pittsburg resident and 2) Veteran status. Each preference has been determined after a public hearing in accordance with applicable federal regulations. Applicants who qualify for a local preference shall be ranked in the following order: 1) any household family member who lives, works, or has been hired to work, or attending school in the city 2) veteran or surviving spouses of veterans. Preference is given for admission of a single person who is 62 years or older or person with disabilities over other single persons. In accordance to the Quality Housing and Work Responsibility Act of 1998, each fiscal year, the Housing Authority will reserve a minimum of seventy-five percent (75%) of its Section 8 new admissions for families whose income does not exceed thirty percent (30%) of the area median income or as HUD refers to these families as "extremely low-income families". The Housing Authority will admit families who qualify under the extremely low-income limit to meet their income targeting requirement, regardless of preference.

Pittsburg believes in a regional approach when addressing our community's housing needs. Pittsburg continues to foster relationships with various agencies in the county and provide these resources to the community.

1) Home Match - Helps homeowners with extra rooms connect with home seekers who need an affordable place to live, creating a win-win situation.

2) Catholic Charities of the East Bay - Rooted in compassion and human dignity for all, Catholic Charities of the East Bay works with youth, children, and families to promote self-sufficiency, strengthen families and pursue safety and justice.

3) Destination Home - Provides 12 units of permanent supportive housing for chronically homeless, disabled individuals. Participants of the project receive a safe, permanent place to live as well as wrap-around services to help stabilize their lives. Case management, assistance enrolling in mainstream benefits and services, and access to peer support groups are all part of a larger continuum of services that allow individuals to work through many of the issues that led to their homelessness while simultaneously moving toward a more sustainable future.

4) Permanent Connection - Provides subsidized permanent housing linked to services for homeless youth with chronic mental illness, HIV/AIDS, or developmental or physical disabilities. Youth over the age of 18 receive wrap-around support services that assist them to not only maintain, but also thrive in their housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City continues to participate in the countywide effort to assist the homeless population by

funding services that take proactive steps to implement the Continuum of Care strategy for the homeless. Pittsburgh has a dedicated Coordinated Outreach Referral and Engagement (CORE) team. CORE teams served as an entry point into the coordinated entry system for unsheltered persons and work to identify, engage, stabilize and house chronically homeless individuals and families. They provide basic needs, supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to CARE Centers. The CORE staff have built trusting relationships with hard to reach clients. CORE staff have been able to link people to services and continue to coach and educate individuals and families on health, safety and sanitation. CORE teams also established connections with agencies to coordinate services and work together to support the homeless population. These partnerships helped to get individuals and families access to health, mental health, and dental services; connect individuals and families to shelters, and drug and detox programs.

The City has its own homeless team which includes staff from various departments including the City Manager's Office, Police Department, Engineering, Public Works, Community and Economic Development, City Attorney's Office and Community Services. This team meets monthly to discuss current issues that are affecting its residents and businesses and the homeless population and sets strategies that can help the community as a whole. Police officers that are in direct contact with the homeless population provide food vouchers, clothing and in some cases, vouchers for lodging at a local motel. Officers. The Police Department also has a Mental Health Evaluation Team (MHET) staff to assist individuals who may be experiencing mental health crises.

Addressing the emergency shelter and transitional housing needs of homeless persons

CDBG funds were used for the St. Vincent De Paul Rotacare clinic that is operated at the St. Vincent De Paul facility in Pittsburgh. This program not only offers free medical care but also serves as a daytime shelter for homeless families.

Loaves & Fishes is a feeding program funded by CDBG that offers hot meals for families. They provide breakfast and lunch packed in ready to go containers that provide homeless persons with fresh, nutritious meals.

The City also provides resources to the Shower Program conducted by the Bay Church, in partnership with St. Vincent de Paul, New Destiny Church, and Loaves and Fishes. This is a weekly event where the unhoused can receive a shower with free toiletries, new clothes, a haircut, and a free meal.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment,

education, or youth needs

Contra Costa County's Coordinated Entry System (CES) allows service providers to efficiently and effectively connect people to interventions which aim to rapidly resolve their housing crisis. CES aims to help consumers with fewer roadblocks and fewer vulnerabilities obtain housing with short-term supports while connecting the highest needs, most vulnerable persons in the community to available housing and supportive services. CES is comprised of a variety of programs to serve those at-risk of homelessness, currently homeless, and formerly homeless people now housed in permanent supportive housing. The goal of CES is to move people from access points, and for those with higher needs, to housing services. The CES has a prevention/diversion screening tool to be used by Contra Costa Crisis Center (2-1-1) and other crisis service entry points into our system to identify clients on the brink of homelessness and connect them to prevention and mainstream services. Clients are connected to prevention providers throughout the County.

AB 109 - Reentry: The CoC has two discharge plans for former inmates, the Reentry Strategic Plan and Realignment Plan. The Reentry Strategic Plan focuses on: 1) housing-focused discharge planning prior to release; 2) formalized pre-release planning that identifies service needs and connects prisoners with community-based service providers; and 3) enrollment in public benefits at least 90 days prior to release. Realignment Plan provides: 1) pre-release "reach-in" assessments, case management and referrals to housing resources, and 2) individualized treatment plans for mental health/substance abuse issues, linked with housing services, training, substance abuse treatment & childcare. Under AB109, probationers have five days upon prison release to report to their Probation Officer (PO) to review their probation orders. At their initial meeting, the PO determines whether the individual received "custody" mental health services and/or was released with a 30 day supply of psychotropic medications. POs may then offer the individual a referral to Mental Health Services to be assessed for their voluntary continuation of medications and need for focused forensic case management services. There is also coordination with the Parole and Community Team (PACT), comprised of service providers, police & the California Department of Corrections Regional Parole Board, to link newly released ex-offenders with resources like housing, education, employment, job training, substance abuse treatment & childcare.

The St. Vincent de Paul's RotaCare is a free medical clinic and received \$29,847 of CDBG funds. This free medical clinic is staffed with a team of volunteer medical professionals including physicians, pharmacists, pharmacy technicians, nurses, health educators, bi-lingual translators, social workers, receptionists and administrative assistant. They provide medical care and preventative services to uninsured and low income residents of Pittsburg. They directly improved availability and access to health services and reduced health disparities for low income and underserved residents. A total of 394 people were assisted during this Program Year.

Countywide Discharge Coordination Policy

FOSTER CARE: When foster youth age out of the foster care system, the County links them to the Independent Living Skills Program (ILSP). ILSP includes workshops that prepare youth for emancipation (money management, education, computer skills, home management, and social skills), employment assistance, non-McKinney-Vento housing and retention services, and an individualized transition plan out of foster care. In addition, foster youth can elect to remain in foster care or return to care after emancipation (but before turning 21) to receive a two-year housing subsidy, which can be used in a market rate unit, student housing, or congregate living. This is a State program that all foster youth and former foster youth are able to access.

HEALTH CARE: Hospital discharge protocol, adopted by the CoC and by all hospitals in the County, states: 1) Hospitals will not discharge people who are not ambulatory or not capable of caring for themselves; 2) prior to discharge, the hospital will seek a pre-discharge assessment from a Healthcare for the Homeless (HCH) nurse; 3) the HCH nurse will assess the viability of a respite placement and make a recommendation accordingly; 4) prior to discharge, the hospital will ensure that a patient has an appointment for follow-up medical care; 5) the hospital will discharge the patient with enough medications and/or supplies for at least 7 days; and 6) the hospital will ensure that the patient leaves with all of their belongings and is appropriately clothed.

ALCOHOL AND OTHER DRUGS SERVICES 1.) AOD works in partnership with the Behavioral Health Benefits Unit to enroll clients in Medi-Cal immediately upon release from a facility. 2.) AOD works to reduce the early termination rate among formerly incarcerated individuals in Substance Use Disorder (SUD) treatment. Coupled with training, AOD continues to adapt program policies and procedures which support successful engagement of this population while adhering to regulatory State mandates. AOD continues to assist and encourage providers to develop/form/create linkages/agreements/MOUs with primary care and mental health and housing for provision of services to AOD clients. A Housing Specialist is available at the Discovery House by the Homeless program to help clients prepare housing arrangements before discharge and support long-term recovery.

MENTAL HEALTH: Clients treated by the County Behavioral Health Division are regularly reviewed for readiness and prepared for discharge into environments that provide stepped-down levels of care. The Department holds a weekly Bed Committee where all institutionalized consumer's discharge plans are prepared. Discharge planning responsibilities fall to the Clinic managers for those consumers currently receiving services and to the Mental Health Transition Team (consisting of managers, a psychiatrist, RNs, clinicians and peer providers) for those patients not otherwise connected to the County system. State hospitals discharge to Institutes for Mental Disease (IMD)/Skilled Nursing Facilities (SNF) and not to HUD CoC funded programs. Persons discharged from IMDs/SNFs are placed in Crisis Residential/Transitional Residential Services (CR/TRS), and those discharged from Acute Inpatient Facilities (AIFs) are released to appropriate settings, such as the Respite Center at the County's Adult Emergency Shelter. Those exiting CR/TRS are discharged to independent, shared or supported (e.g. Board & Care) housing. State Mental Health Services Act (MHSA) funds also pay for 79 housing units for homeless discharges with severe mental illness.

RESPIRE CENTER - Philip Dorn Respite Center in our neighboring city of Concord is a twenty-four (24) bed shelter for homeless adults who are leaving the hospital and have health care needs that cannot be met in the emergency shelter environment. This is a collaborative project with Health Care for the Homeless and local hospitals.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The biggest barrier to reducing the length of time individuals and families experience homelessness is the lack of affordable housing.

CHRONICALLY HOMELESS: The County's 2023 point-in-time count estimates that 2,372 people are staying in shelter beds or living outdoors on an average night in Contra Costa, compared to 3,093 in 2022. Although the number has decreased by 6% in the East County, there is a 4% increase from 2020 Countywide. On the night of the 2023 point-in-time count, there were 58 unsheltered people in Pittsburg compared to 102 in 2020.

Of the unsheltered population, 59% is between the ages of 25 - 54 and 63% are males and 4% are veterans.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Housing Authority provides rental subsidy to the maximum extent allowable. Funding is awarded by the Federal government to subsidize low-income families with their rent and utilities. The number of families the Housing Authority can assist is determined by the annual contract contribution awarded. Factors in determining the number of units available to assist eligible families are based on average housing assistance payments and fair market rents established by HUD. With this in mind, for FY 2022-2023, the Housing Authority received \$19,746,474. These funds were used to subsidize 955 Section 8 recipients and 185 VASH vouchers.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority counsels clients who are interested in becoming homeowners by sharing information on the Homeownership Voucher Program. Eligible candidates are provided monthly mortgage subsidy upon the purchase of their first home. The Housing Authority uses its normal voucher program payment standard schedule to determine the amount of subsidy. The housing

assistance payment (HAP) is the lesser of either the payment standard minus the total tenant payment or the family's monthly homeownership expenses minus the total tenant payment. The Housing Authority may make the HAP payment directly to the family or to the lender. The Community Services Department will be implementing a down payment assistance program to qualified Section 8 participants interested in becoming homeowners.

Actions taken to provide assistance to troubled PHAs

The Housing Authority, operating the rental subsidy program, was a high performer during the Program Year. Therefore, no actions were taken.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The provision of adequate and affordable housing is an important goal of the City. As a result, the City has proactively implemented a variety of programs, incentives, and development standards to encourage the development, maintenance, and improvement of affordable housing. The City offers incentives for on-site compliance as outlined in City's Municipal Code Section 18.86.060. Incentives include:

- Allowing affordable units to be at most 10 percent smaller in square footage than market rate units.
- Allowing ownership units to be constructed on smaller lots.
- Allowing affordable units to have a fewer number of bathrooms and have different interior design, finishes, and features than market rate units in the same residential development.
- A reduction in off-street parking requirements for affordable units provided that the development is located downtown or within walking distance, generally ½-mile of transit facilities.
- Deferment of parkland, traffic mitigation, and other City fees.
- Provides for a density bonus for affordable housing projects.

In addition, to provide an incentive for the development of larger family units (four or more bedrooms), developers are offered credit toward the inclusionary requirement of one and one-quarter per larger family unit. On November 15, 2004, the City Council adopted Ordinance No. 04-1229 adding Chapter 18.86, Inclusionary Housing, to the Municipal Code. The Inclusionary Housing Ordinance contains minimum requirements for provision of affordable units within developments. The purpose of the City's Inclusionary Housing Ordinance is to establish minimum requirements, incentives, and alternative measures by which to ensure the provision of safe, decent, and affordable housing for all segments of the City's population, regardless of

household income. This ordinance is only enforced on for sale units and not on rental housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City is committed to taking action to address obstacles to meeting underserved needs. Special needs groups such as elderly/frail elderly, persons with disabilities, and persons who are victims of domestic violence live throughout the city. Given that these special needs populations have various obstacles to accessing housing and services, Pittsburg will continue to provide CDBG funds for housing rehabilitation activities, public facility/infrastructure improvements, and public service activities that improve the quality of life for special needs groups.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Facts about Lead Poisoning in Contra Costa County:

More than 800 children with elevated blood lead levels have been identified in Contra Costa. Most of these children have been identified in the last eleven years because of routine screening.

- 475 children had lead levels between 10 - 14 µg/dL
- 161 children had lead levels between 15 - 19 µg/dL
- 158 children had lead levels between 20 - 44 µg/dL
- 6 children had lead levels of 45 µg/dL or higher
- About 46% of the children are from the Richmond/San Pablo area
- Another 26% of the children are from the Pittsburg/Antioch area
- 10% are from the Concord area.
The rest live throughout the County, in areas as diverse as El Cerrito, Crockett, Brentwood, and San Ramon.

More than 63% of lead-poisoned children in Contra Costa have been under the age of 3 years. Most are one- and two-year olds.

Who's at Risk and Why?

- Low income children
Nationwide data show that young children in publicly assisted programs such as MediCal are at much higher risk for lead poisoning.
- Children living in old, deteriorating housing
Lead-based paint is still the major source of childhood lead poisoning.
More than half of Contra Costa cases have been linked to lead-based paint.
Statewide percentages are even higher.
- Children of any income living in older housing that is being renovated or repainted
Activities that disturb lead-based paint and create lead dust are very dangerous, especially for young children. They can also harm adults, including workers and owner-

occupants engaged in do-it-yourself projects.

There are over 97,000 housing units built before 1960 in Contra Costa.

Because Contra Costa has experienced such rapid housing growth, percentages of old housing have declined overall. Older housing is not evenly distributed, and even within a community there are areas where the high-risk older housing is more concentrated. (State and federal agencies recommend targeted screening of all young children, regardless of income, in communities where > 27% of housing was built before 1960.)

The City will continue to protect residents from lead-based paint hazards in housing funded with CDBG funds by conforming to HUD regulations 24 CFR Part 35. This regulation addresses the need to reduce or eliminate lead-based paint hazards in federally owned housing and housing receiving Federal funds. The City requires its subrecipients to agree to include requirements for compliance with this regulation. The City requires that recipients of homeowner rehabilitation funds sign HUD's Notification for Lead Based Paint and that any abatement required be included in the home's repairs.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Pittsburg employs a variety of strategies to help alleviate poverty in the city, including efforts to stimulate economic growth and job opportunities, and to provide residents with the skills and abilities required to take advantage of those opportunities. Pittsburg uses a portion of its CDBG funds to provide grants to non-profit organizations to operate the Public Service programs that serve the low- income population including the homeless in the community.

In particular, the City believes by funding economic development programs, such as Contra Costa Child Care Council, Opportunity Junction's Job Training and Placement, and Renaissance Entrepreneurship Center, which play a role in reducing the number of persons below the poverty line by providing the participants the resources needed to obtain the skills and training needed to be competitive in the job market or become qualified business owners.

Outside of CDBG funding, the City also funds the Future Build program, a pre-apprenticeship program providing East County residents with 16+ weeks of training in the building trades and solar theory, construction, and installation.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Contra Costa County Consortium was formed by the County of Contra Costa and the cities of Antioch, Concord, Pittsburg and Walnut Creek to develop a collaborative approach to administering and implementing the goals and objectives of the respective CDBG programs. The Contra Costa County Consortium members coordinate consolidated Planning efforts and have developed a streamlined process for applying for CDBG/HOME/ESG funds that allow applicants to complete one application for multiple jurisdictions and, once funded, complete one periodic performance report for all funding jurisdictions. This joint effort has eased the

administrative burden for subrecipients and allows jurisdictions to easily share information. Furthermore, the Contra Costa County Consortium established a multiple-year funding cycle that has greatly reduced the time spent on completing and reviewing applications for both subrecipients and CDBG/HOME staff respectively.

Each entitlement jurisdiction in the Contra Costa County Consortium completes its own annual planning and allocation process, including preparation and completion of its Annual Action Plan and CAPER. These planning efforts have a high degree of coordination with the Contra Costa County Consortium members working together to closely align CDBG allocations, helping to maximize funding and to ensure collaboration between agencies.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Contra Costa County Consortium jurisdictions work on strategies and actions designed to overcome identified impediments and eliminate problems of housing discrimination. The Contra Costa Interagency Council on Homelessness (CCICH) works with local jurisdictions, public and private agencies, the interfaith community, homeless advocacy groups, and other community organizations to help the CoC to alleviate homelessness. The majority of the City's goals and objectives within the 2020-2025 Consolidated Plan and Annual Action Plan are met through activities that are carried out by subrecipients that are primarily public and private agencies within the County, including non-profit organizations. There is ongoing concern about the long-term capacity of the non-profit community during these severe budgetary times and their ability to comply with often complex Federal regulations and requirements in implementing federally funded programs. Pittsburg will continue to support these agencies by providing technical assistance, helping to establish collaboration between agencies and with funding, when possible.

Pittsburg works closely with public and private affordable housing providers as well as with Contra Costa County's Public Health, Behavioral Health and Homeless Services departments, and various agencies to coordinate the allocation of funds to best meet the needs of the City's low to moderate income residents and the special needs population. This coordination leverages CDBG funds to maximize their impact.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Contra Costa County Consortium is required to conduct an Analysis of Impediments to Fair Housing Choice (AI) and to periodically review that analysis and update it as necessary. Each AI is reassessed and reevaluated with each consolidated plan. Together, the members of the Contra Costa County Consortium have collaborated to jointly plan for the housing and community development needs of the County as a whole.

The purpose of an AI is to review conditions in the jurisdictions that may impact the ability of

households to freely choose housing and to be treated without regard to race, ethnicity, religion, gender, national origin, source of income, age, disability, or other protected status. The AI reviews the general state of fair housing, the enforcement of fair housing law, efforts to promote fair housing, access to credit for the purpose of housing, and general constraints to the availability of a full range of housing types. An AI also examines the affordability of housing in the jurisdiction with an emphasis on housing affordable to households with annual incomes classified as low income and less. Low income is defined as equal to or less than 80 percent of the adjusted Area Median Income as most recently published by HUD.

The AI not only identifies impediments to fair housing choice, but also makes recommendations to overcome the effects of those impediments and will serve as the basis for fair housing planning, providing essential information to staff, policy makers, housing providers, lenders, and fair housing advocates, and assisting with garnering community support for fair housing efforts. The most recent AI was completed and approved the the Contra Costa County Consortium in June 2019.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City continues its monitoring of subrecipients and projects to ensure compliance with program and comprehensive planning requirements. The City performs on-site monitoring of CDBG subrecipients. Monitoring efforts are coordinated for subrecipients that are jointly funded by other jurisdictions within the Contra Costa County Consortium. The City works directly with the other jurisdictions to analyze which subrecipients need to be monitored and the Contra Costa County Consortium takes a tag team approach in conducting the on-site monitoring to minimize duplicative efforts. The purpose of the monitoring is to ensure the activities and programs achieve their approved objectives in a manner which is consistent with Federal regulations. If there is a lack of performance or the subrecipient does not meet goals, the City will continue site visits and investigate further until a resolution is reached.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Consistent with Federal requirements, a draft of the CAPER document was prepared and made available online on the City's website. A notice informing the public of the availability of the draft CAPER was published in English, Spanish and Tagalog in the East County Times on September 1, 2023. The notice was also displayed on the City's website during the public review period. Copies of the notices are attached to this report.

_____ were received during the comment period of September 1 through September 17, 2023 and during the City Council meeting on September 18, 2023.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to Pittsburgh's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to Pittsburgh's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0				
Total Labor Hours	464				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.	0				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				

Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				
Other.	0				

Table 9 – Qualitative Efforts - Number of Activities by Program



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Use of the Bond Opportunities for Land Development (“BOLD”) Program and Authorizing the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Proceedings and Levy Special Taxes Within the Territory of City of Pittsburg Pursuant to the Mello-Roos Community Facilities Act of 1982, as Amended; and Authorizing Related Actions

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

The California Municipal Finance Authority (CMFA) works on behalf of its local agency members to facilitate economic development. City staff has been provided information regarding the Bond Opportunities for Land Development (BOLD) Program offered by CMFA that can be used to finance public infrastructure required for new development within the City.

FISCAL IMPACT

There is no fiscal impact related to the authorization for participation in the BOLD program. Further, there is no future cost to the City related to implementation or administration. All of the costs and expenses related to the formation, issuance of bonds, and ongoing administration for any Community Facilities District (CFD) formed by the BOLD program is the responsibility of CMFA and there is no liability or fiscal impact on the local agency. This action would not establish a CFD or authorize the future establishment of a CFD on existing development.

RECOMMENDATION

Staff recommends the City Council take the following actions:

1. Receive information regarding the CMFA BOLD Program;
2. Open the Public Hearing and receive public comment; and
3. Adopt a Resolution authorizing use of the BOLD Program and authorizing related actions.

BACKGROUND

The City is a member of CMFA, a State-wide joint powers authority whose members are numerous public entities throughout California. CMFA has the authority to issue bonds to meet its mission of supporting economic development, job creation and social programs throughout the State.

The BOLD Program offers a means to finance new or continuing construction of infrastructure and public facilities through bonds CMFA issues as an alternative to issuance of land-secured bonds directly by a public entity. The BOLD Program is designed to help local government municipalities and land developers throughout the State work together to cost effectively finance public infrastructure projects and development fees.

Under the BOLD Program, bonds are issued by a CFD formed by CMFA under the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 et seq.) (the “Act”). The Act offers great financing flexibility and is commonly used by cities and other local agencies throughout the State to generate funds for the payment of public facilities, including development fees for facilities.

SUBCOMMITTEE FINDINGS

On June 16, 2023, an overview of the BOLD Program was presented to the Finance Subcommittee. The Subcommittee was generally supportive of bringing the program forward for consideration by the entire City Council.

STAFF ANALYSIS

Future residential development will require the City to provide extensive infrastructure and other additional public facilities to accommodate growth. Currently, staff estimates more than 8,000 potential residential units, along with over 5,000,000 square feet of commercial and industrial space could be constructed over the next 20 years. While developers are generally required to provide funding or construct new improvements, these may be delayed as the City awaits additional development that will contribute to project completion. As mentioned above, staff has identified the BOLD Program as a cost-effective opportunity to support the development of infrastructure required to support new development. By working directly with developers, the BOLD Program facilitates financing for infrastructure and fee obligations of developers, covering a broad range of development cost obligations necessary for new development imposed by municipalities, including both facilities and/or impact fees.

Although the CFD would be formed within the City’s jurisdiction, using the BOLD Program alleviates staff time constraints and allows staff to focus on other aspects of processing land development projects, as the BOLD Program is administered by a team of bond industry professionals with significant experience in CFDs in the State. CMFA and its consultant team will form and approve each CFD. CMFA will issue bonds on behalf of the CFD and will utilize the services of a special tax consultant and administrator to create the special tax formula and administer, levy, and collect the special taxes. In addition, if the City desires to use a municipal advisor of its own choosing to review the BOLD Program application and/or other program documents, it may do so, with all related costs payable from bond proceeds.

Formation of the CFD requires the establishment of the annual special tax rates. The formula for computing special tax rates will be included in the resolutions to be adopted as part of the CFD formation proceedings. Typically, the formula will include a basic, undeveloped land tax with an increase in rate and shifting of the tax to developed lands at building permit stage. The total amount of taxes on developed land generally will not exceed 2% of its market value in its completed state, per industry standards.

The City will need to approve the use of a CFD to acquire public facilities and the financing thereof, and enter into an acquisition or similar agreement to receive the bond proceeds, and to meet the general requirements to maintain the tax exemption of interest on the bonds.

Once bond issuance occurs, the City will receive bond proceeds pursuant to an agreement to be entered into between the City and CMFA to ensure bond proceeds are spent in accordance with the Act and other applicable law. The proceeds are held by a bond trustee and are not directly paid to the developer but are available as directed by the developer and approved by the local agency, to be used to meet obligations to the City according to the structure and timing required for development approvals. The City will determine and agree to its role in inspecting and accepting infrastructure and/or payment of financed impact fees.

The CFD may be formed early in the development process, with issuance of bonds at a later time or in multiple series. The following are the typical criteria for bond issuance.

- Minimum 4:1 value-to-debt ratio overlapping (assessed or appraised);
- No discretionary approvals required for build-out of the portion of the CFD directly relating to the bond security;
- Entitlements received that are necessary for phase to be bonded; and
- Financing plan for backbone infrastructure complete or imminent and/or performance bond in place.

In addition, a grant from a portion of the issuance fee is made to the California Foundation for Stronger Communities to fund charities designated by the member communities. A portion of the annual fees received by CMFA are in turn directed to charitable activities within California communities, particularly those of members and participating local government agencies (approximately 25% of the CMFA issuance fee).

ATTACHMENTS: Resolution

Report prepared by: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Use of the Bond Opportunities)
for Land Development ("BOLD") Program)
and Authorizing the California Municipal)
Finance Authority to Accept Applications)
from Property Owners, Conduct)
Proceedings and Levy Special Taxes)
Within the Territory of City of Pittsburg)
Pursuant to the Mello-Roos Community)
Facilities Act of 1982, as Amended; and)
Authorizing Related Actions)

RESOLUTION NO. 23-

WHEREAS, the City seeks to ensure the construction of infrastructure and other public facilities adequate to provide for a growing population; and

WHEREAS, future residential development will require the City to provide extensive infrastructure and other additional public facilities to accommodate growth. Currently, staff estimates more than 8,000 potential residential units, along with over 5,000,000 square feet of commercial and industrial space could be constructed over the next 20 years; and

WHEREAS, while developers are generally required to provide funding or construct new improvements, these may be delayed as the City awaits additional development that will contribute to project completion; and

WHEREAS, the City is a member agency of the California Municipal Finance Authority (CMFA), a State-wide joint powers authority whose members are numerous public entities throughout California; and

WHEREAS, CMFA works on behalf of its local agency members to facilitate economic development; and

WHEREAS, CMFA has the authority to issue bonds to meet its mission of supporting economic development, job creation and social programs throughout the State; and

WHEREAS, the Bond Opportunities for Land Development (BOLD) Program offered by CMFA can be used to finance public infrastructure required for new development within the City. The BOLD Program offers a means to finance new or continuing construction of infrastructure and public facilities through bonds CMFA issues as an alternative to issuance of land-secured bonds directly by a public entity. The BOLD Program is designed to help local government municipalities and land developers throughout the State work together to cost effectively finance public infrastructure projects and development fees; and

WHEREAS, under the BOLD Program, bonds are issued by a CFD formed by CMFA under the Mello-Roos Community Facilities Act of 1982 (California Government Code Section 53311 et seq.) (the “Act”); and

WHEREAS, staff has identified the BOLD Program as a cost-effective opportunity to support the development of infrastructure required to support new development. By working directly with developers, the BOLD Program facilitates financing for infrastructure and fee obligations of developers, covering a broad range of development cost obligations necessary for new development imposed by municipalities, including both facilities and/or impact fees; and

WHEREAS, authorization of the BOLD Program 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 BOLD Program is a financing tool that would not authorize any development project; and

WHEREAS, on June 16, 2023, an overview of the BOLD Program was presented to the Finance Subcommittee. The Subcommittee was generally supportive of bringing the program forward for consideration by the entire City Council; and

WHEREAS, on or prior to July 28, 2023, a “Notice of Public Hearing” for the August 7, 2023 public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice; and

WHEREAS, on August 7, 2023, the City Council held a duly noticed public hearing on this item at which time oral and/or written testimony was considered.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes use of the BOLD Program, and authorizes CMFA to accept applications from property owners, conduct proceedings, and levy special taxes within the territory of City pursuant to the Act, as amended.

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to authorize CMFA to take related actions to implement the BOLD Program.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of September 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**Office of the City Manager
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Introduction and Waive First Reading of Two Ordinances for the Objective Design Standards 2023 Project: 1) Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code; and 2) Amending the Zoning Map for Certain Multi-family Housing and Mixed-use Development Projects to Further Housing Production Consistent with State Law

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

This is a public hearing on a City-initiated request for adoption of two ordinances for the Objective Design Standards (ODS) 2023 Project ("Project"): 1) adding article XXI to Chapter 18.84 of the Pittsburg Municipal Code (PMC); and 2) amending the Zoning Map for certain multi-family housing and mixed-use development projects to further housing production consistent with State law. On May 9, 2023, the Planning Commission held a public hearing and unanimously adopted Resolution No. 10229, recommending City Council approval of the Project.

FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of the proposed ordinances. Staff believes the adoption of the ODS would result in high-quality development throughout the City, furthering property values and thus, the City's property tax revenue. The Project would also likely reduce staff time related to processing multi-family housing and mixed-use development projects.

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 an ordinance adding Article XXI to Chapter 18.84 of the PMC, “Objective Design Standards 2023”; and
2. Introduce, waive further reading, and pass to second reading, an ordinance amending the Zoning Map for certain multi-family housing and mixed-use development projects, to further housing production consistent with State law.

BACKGROUND

In March of 2019, the California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) pursuant to Senate Bill 2 of 2017 (SB 2) Planning Grants Program for local government planning grants. Local governments have used the grant awards to accelerate housing production by streamlining the approval of affordable housing and promoting development consistent with the State’s planning priorities.

In November 2019, following direction from the City Council, staff submitted an application to the SB 2 Planning Grants Program to complete three projects, one of which was the preparation of Objective Design Standards 2023 (ODS).

The City was awarded funding under the SB 2 Planning Grants Program and used a portion of it to enter into a contract with Opticos Design, Inc. to develop ODS pursuant to recent State laws regarding housing development. The State Housing Accountability Act encourages a streamlined process for housing projects, while SB 35 of 2017 (SB 35) requires ODS for qualifying projects that include affordable housing, and SB 330 of 2019 (SB 330) requires timely processing of housing projects that meet zoning requirements. These laws also require local jurisdictions to have such standards for projects involving affordable housing, farmworker housing, and emergency shelters.

PROPOSED PROJECT

Existing Conditions: Currently, the Pittsburg Municipal Code (PMC), the City-adopted Development Review Design Guidelines (DRDG), Planning Commission Resolution No. 9864, and any applicable Development Plan or Specific Plan govern the review of multi-family and mixed-use development projects in the City. Pursuant to recent State law, the City must adapt to a non-subjective form of direction for specific multi-family and mixed-use development projects, and rather, establish objective standards to provide developers and applicants who submit qualifying projects under SB 35, SB 330 and the Housing Accountability Act.

Proposed Project: The Objective Design Standards 2023 project initiation began with site surveys, lot testing, lot analysis, and background data review to analyze gaps in existing zone standards. Opticos Design, Inc. reviewed the PMC and Development Review Design Guidelines which ultimately formed the basis for drafting the ODS. The Design Standards Gap Analysis is included as Attachment 3 to this Staff Report.

Overlay District

The City's ODS would be applicable through an overlay district for qualifying projects under SB 35, SB 330, and the Housing Accountability Act within areas of the City that are currently zoned to allow for multi-family residential or mixed-use development. Overlays are effective when adding standards to multiple zoning districts that share certain needs and/or common standards.

The overlay would establish five transect zones within the City. Each transect zone has its own development regulations and standards specific to the urban design and physical characteristics of the neighborhood that it transects. The proposed transect zones correlate with existing density standards prescribed by the Pittsburg Municipal Code and General Plan. A detailed review of the five proposed Transect Zones is within Chapter 2 of the ODS.

Ministerial Review

The State law requirement for ODS and ministerial review are intended to encourage affordable housing production and shorten the timeframe needed for project review while promoting a high-quality built environment. ODS sets forth objective standards for neighborhood design, building form, and civic space within specified zones. These standards are established to execute the intent of the City of Pittsburg's General Plan Goals and Policies to facilitate housing production, and specifically infill housing production, through development that reinforces the character and scale of the City's walkable centers, neighborhoods, and corridors.

Objective Design Standards 2023, if adopted by the City Council, would be referenced in the Pittsburg Municipal Code, Article XXI of Title 18. The proposed Ordinance adding Article XXI of Chapter 18.84 is included as Attachment 1 to this Staff Report.

GENERAL PLAN/CODE COMPLIANCE

Pittsburg General Plan 2020

The proposed project is City-wide and is not classified by a singular General Plan Land Use Designation. The proposed overlay would implement standards related to building structure, building form, and open space, among other standards, but would not change the underlying zoning or General Plan designation, any existing densities, or any General Plan Goal or Policy prescribed by the General Plan. The proposed Objective Design Standards ("Standards") are in compliance with the General Plan, in that:

1. The Standards would foster the development of a variety of housing types, densities, and prices to balance the City's housing stock and to meet Pittsburg's regional fair share housing needs for people of all income levels, in that the proposed Standards would primarily be implemented in affordable multi-family housing projects or mixed-use development projects in the City. The Standards would encourage a streamlined entitlement process for qualifying projects under SB 35, SB 330, and the Housing Accountability Act, which would further foster the

development of a variety of housing prices in the City (General Plan, Growth Management Goal 3-G-10 / Housing Element Goal 13-G and G-1).

2. The Standards would improve and preserve the existing affordable housing stock where feasible and appropriate, in that, at time of affordable redevelopment of project sites within the proposed Overlay boundaries, the Standards would provide an objective approach to building form and design. Creating and implementing an objective approach would ensure that all projects using the Standards are processed equitably (General Plan, Housing Element Goal G-4).
3. The Standards would enhance the visual quality of Pittsburgh's residential neighborhoods by developing nondiscretionary standards for quality affordable housing development within the ODS Overlay boundaries. These Standards are in relation to architectural design, façade articulation, character, and building massing (General Plan, Housing Element Goal G-5).
4. The Standards would aid the City in maintaining programs and providing incentives for use of vacant infill land and reuse and revitalization of underutilized sites through the establishment of Standards for development that reinforces the character and scale of the City's walkable centers, neighborhoods, and corridors (General Plan, Growth Management Goal 3-G-4 / Land Use Goal 2-G-6).
5. The Standards would encourage residential and mixed-use development within the Urban Limit Line to meet regional fair share housing goals by focusing residential and mixed-use development on sites that have been designated within Priority Development Areas (PDAs) under the Metropolitan Transportation Commission and Association of Bay Area Governments (MTC/ABAG) FOCUS Program. (General Plan, Growth Management Policy 3-P-18 / Housing Element program 13-P-1.1 E) The Metropolitan Transportation Commission Priority Development Areas within the City are included as Attachment 4 to this Staff Report. There are several areas within the proposed ODS Overlay that are also areas identified as PDA areas. The implementation of the Standards would further encourage a streamlined development process for Priority Development Areas in the City.

Zoning: Land Use – Zoning Text and Map Amendment Request (Rezone): The proposed project includes a proposal to amend the text within Pittsburgh Municipal Code, Title 18, Zoning, to establish objective design standards in adding Article XXI of Chapter 18.84. In addition, the proposed project includes a proposal to amend the Zoning Map for the City of Pittsburgh to establish a City-wide overlay for the standards. The proposed Overlay Map is included as Exhibit A to Attachment 2 of this Staff Report, "Ordinance Amending the Zoning Map, for Certain Multi-Family Housing and Mixed-Use Development Projects, to Further Housing Production Consistent with State Law".

Required Findings – Zoning Text and Map Amendment: In order to approve zoning changes, the City Council must determine, in accordance with PMC Chapter 18.48, that:

- A. the change proposed is consistent with the Objectives, Policies, general Land Uses and Programs specified in the General Plan and applicable Specific Plan;

- B. in the case of a Base District, Overlay District or General Land Use Regulation, the change proposed is compatible with the uses authorized in, and the regulations prescribed for, the Land Use District for which it is proposed;
- C. a community need is demonstrated for the change proposed; and
- D. its adoption would be in conformity with public convenience, general welfare and good zoning practice.

Environmental: The proposed project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), because there is no possibility the activity in question may have a significant effect on the environment. If the City Council adopts the Objective Design Standards 2023, City staff would file a Notice of Exemption with the Contra Costa County Clerk-Recorder's Office pursuant to Public Resources Code Sections 21108(b) and 21152(b).

Public Notice: On or prior to Friday, September 8, 2023, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020, a "Notice of Public Hearing," for the September 18, 2023 Public Hearing on this item was published in the East County Times; was posted at City Hall; was posted at the Pittsburg Branch Library, was mailed via first class or electronic mail to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice. The notice was also posted on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribers of the City of Pittsburg. The Public Hearing Notice is included as Attachment 5 to this Staff Report.

SUBCOMMITTEE FINDINGS

In November of 2022, a proposal to establish a City-wide overlay to implement objective design standards for qualifying projects was presented to the City's Land Use Subcommittee. Potential concerns identified by the Subcommittee included building massing and "cookie-cutter-like" architectural design. Subsequently, the City scheduled a second Land Use Subcommittee Hearing in April of 2023, to further discuss the proposed standards. Based on feedback and comments City staff presented a set of regulations, now titled "Objective Design Standards 2023" with the addition of a new chapter to address the previously raised concerns. Chapter 5, entitled "Massing and Façade Articulation Standards", provides additional objective standards to address potential clustering or semblance among adjacent structures. The Subcommittee members remarked that the addition of Chapter 5 addressed the previously raised concerns and were overall supportive of seeing the project move forward.

STAFF ANALYSIS

Zoning Map and Text Amendment Findings (Rezone): In order for the City Council to approve the proposed Zoning Map and Zoning Text Amendments, the City Council must find that the Zoning Amendment proposed is consistent with the objectives, policies, general land uses, and programs specified in the General Plan; that there is a community need; that the amendment proposed would be in conformity with public convenience, general welfare and good zoning practice, and, in the case of an Overlay District, that the change proposed is compatible with the uses authorized in, and the regulations prescribed

for, the land use district for which it is proposed.

Staff believes the findings to support the Zoning Amendment request can be made because the proposed Zoning Amendment to include Objective Design Standards within the Zoning Code (Title 18) would foster the development of a variety of housing types, densities, and prices to balance the City's housing stock and to meet Pittsburgh's regional fair share housing needs for people of all income levels, in that the proposed Standards would primarily be implemented in affordable housing projects for multi-family housing and mixed-use development. The Objective Design Standards would improve and preserve the existing affordable housing stock where feasible and appropriate, in that, at time of affordable redevelopment of project sites within the proposed Overlay boundaries, the Standards would provide an objective approach to building form and design. The Objective Design Standards would also enhance the visual quality of Pittsburgh's residential neighborhoods by developing non-discretionary standards for quality affordable housing development within the ODS Overlay boundaries. The Standards would further aid the City in maintaining programs and providing incentives for use of vacant infill land and reuse and revitalization of underutilized sites through the establishment of Standards for development that reinforces the character and scale of the City's walkable centers, neighborhoods, and corridors. As such, the proposed Objective Design Standards are consistent with the objectives, policies, general land uses, and programs specified in the General Plan.

There is a community need for Objective Design Standards, as the City does not currently have objective standards for qualifying affordable housing projects under SB 35, SB 330, and the Housing Accountability Act. The implementation of the Standards would encourage the development of a variety of housing types, including affordable housing, for the growing Pittsburgh Community.

Staff has concluded that the proposed Zoning Map and Text Amendment would be consistent with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed, in that there is no change to the underlying land use districts within the City. The Objective Design Standards would be applied as an Overlay District for qualifying projects within areas of the City that are currently zoned to allow for multi-family residential and mixed-use development. The City would allow the applicant to select either Title 18 (Zoning) *and* DRDG or the ODS (PMC Chapter 18.84 Article XXI) to apply to their projects. As such, there would be no change in zoning or General Plan designations with the approval of the Objective Design Standards 2023.

Adoption of the ODS would be in conformity with public convenience, general welfare, and good zoning practice, in that, pursuant to recent state law, the City must adapt to a non-subjective form of direction for specific projects, and rather, establish objective standards to provide developers and applicants who submit qualifying projects under SB 35, SB 330, and the Housing Accountability Act. The adoption of the ODS is expected to accelerate housing production and would ultimately increase accessibility to equitable housing.

ATTACHMENTS

1. Ordinance Adding Article XXI of Chapter 18.84 to the Pittsburgh Municipal Code
 - Exhibit A Objective Design Standards 2023
2. Ordinance Amending the Zoning Map, for Certain Multi-Family Housing and Mixed-Use Development Projects, to Further Housing Production Consistent with State Law
 - Exhibit A Objective Design Standards 2023 Overlay Map (Rezone)
3. Design Standards Gap Analysis Objective Design Standards
4. Metropolitan Transportation Commission – Open Map of Priority Development Areas (PDAs)
5. Public Hearing Notice for Objective Design Standards

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Objective Design Standards 2023

Final Draft
July 2023



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Quick Code Guide for Developments Less Than Five Acres

The following graphic is intended as a summary guide.

1 Determine your Maximum Zoning Envelope ¹		
Identify your zone , see Section 2 (ODS Zone Standards)	a. Select your building type(s)	Table C of the ODS zone
	b. Comply with building placement standards	Table E of the ODS zone
	c. Comply with building form and height standards	Table D of the ODS zone
	d. Select from allowed uses	Title 18, Division III. Base District Regulations
	e. Comply with parking standards	Table G of the ODS zone
	f. Select your frontage type	Table F of the ODS zone
Identify your building type standards , see Section 4 (Building Types)	g. Comply with the standards	Tables A-F of the building type
¹ This process shall be applied to each design site.		
2 Connect Ground Floor to Adjacent Streetscape		
Apply your frontage type(s) , see Section 6 (Frontage Types)	a. Based on your selected frontage type(s), comply with the standards	Tables A-C of the frontage type
3 Proceed to Approval Process		
Identify your approval procedure , see Subsection 1.060 (Permits and Procedures)	a. Comply with the procedure standards	Subsection 1.060 (Permits and Procedures)

Quick Code Guide for Developments Over Five Acres with Widths along Front or Side Street Over 800 Feet

The following graphic is intended as a summary guide.

1 Design your Design Sites		
Identify Large Sites, see Subsection 3.050 (Large Sites)	a. Comply with the standards	Subsection 3.050 (Large Sites)
2 Determine your Maximum Zoning Envelope ¹		
Identify your zone, see Section 2 (ODS Zone Standards)	a. Select your building type(s)	Table C of the ODS zone
	b. Comply with building placement standards	Table E of the ODS zone
	c. Comply with building form and height standards	Table D of the ODS zone
	d. Select from allowed uses	Title 18, Division III. Base District Regulations
	e. Comply with parking standards	Table G of the ODS zone
	f. Select your frontage type	Table F of the ODS zone
Identify your building type standards, see Section 4 (Building Types)	g. Comply with the standards	Tables A-F of the building type
¹ This process shall be applied to each design site.		
3 Connect Ground Floor to Adjacent Streetscape		
Apply your frontage type(s), see Section 6 (Frontage Types)	a. Based on your selected frontage type(s), comply with the standards	Tables A-C of the frontage type
4 Proceed to Approval Process		
Identify your approval procedure, see Subsection 1.060 (Permits and Procedures)	a. Comply with the procedure standards	Subsection 1.060 (Permits and Procedures)

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Section 1: Introduction

Subsections:

1.010	Purpose
1.020	Objective Design Standards
1.030	Applicability
1.040	Relationship to the City of Pittsburgh General Plan
1.050	Relationship to Title 18 (Zoning)
1.060	Permits and Procedures

1.010 Purpose

This Article XXI, Chapter 18.84 (City of Pittsburgh Objective Design Standards), shall hereafter be referred to as the "ODS." The ODS implements the City of Pittsburgh's General Plan vision through the application of ODS zones and standards that reflect a context-specific approach based upon the City of Pittsburgh's distinct development patterns.

1.020 Objective Design Standards

The ODS sets forth the standards for neighborhood design, building form, and uses within ODS zones. These standards reflect the community's vision for implementing the intent of the City of Pittsburgh General Plan to facilitate housing production and specifically infill housing production, through development that reinforces the character and scale of the City's walkable centers, neighborhoods, and corridors.

1.030 Applicability

- 1. **Rules for Construction of Language.** The following general rules for construction of language apply to the text of this ODS:
 - A. **Tenses and Numbers.** Words used in the present tense include the future, words used in the singular include the plural, and the plural includes the singular, unless the context clearly indicates the contrary.
 - B. **Applicable.** The applicable standards of this ODS apply so as to not require stating the phrase "and all applicable standards" throughout this ODS.
 - C. **Conjunctions.** Unless the context clearly indicates otherwise, the following conjunctions shall be interpreted as follows:
 - (1) "And" indicates that all connected items or provisions apply;
 - (2) "Or" indicates that the connected items or provisions may apply; and
 - (3) "Either/or" indicates that the connected items or provisions apply singly but not in combination.

2. ODS Implementation.

- A. This ODS apply to proposed development as identified in Table 1.030.A (Applicability).
- B. The standards in this ODS are implemented through an overlay of zones, see Figure 2.020.1 (ODS Overlay Map) for zones established in this ODS.
- C. Pursuant to California state law, affordable housing projects, farmworker housing and emergency shelters [all as defined in Section 8 of the ODS (Definitions)] are subject to objective design review standards. The State Legislature imposed this requirement to facilitate the creation of new housing. However, the City recognizes that for certain projects, Article XXI, Chapter 18.84 (Objective Design Standards) may be more burdensome than the City's standard zoning process under Title 18 (Zoning). To further the intent of the State Legislature in streamlining the application and approval process for these projects, the City requires the applicant to select one of the following set of objective design standards to apply to their project: (1) Title 18 (Zoning) or (2) Article XXI, Chapter 18.84 (Objective Design Standards). This shall not apply to projects eligible under Senate Bill 35.
- D. The standards in this ODS prevail unless stated otherwise. See Table 1.050.A: Relationship of Article XXI, Chapter 18.84 (Objective Design Standards) to Title 18 (Zoning) for reference.

Table 1.030.A: Applicability	
Development Type	ODS Applies
Objective Residential Development ¹	
Single-Unit Residential	No
Two-Unit Residential	Yes
Multi-Unit Residential	Yes
Affordable Housing ²	Yes
Objective Mixed-Use Development ¹	
At least 2/3 of square footage designated for residential units	Yes
At least 2/3 of square footage designated for Affordable Housing ²	Yes
Less than 2/3 of square footage designated for residential units	No
Other Development	
Non-Residential	No
Non-Objective Residential Development ³	No
Non-Objective Mixed-Use Development ³	No

¹ Includes Transitional and Supportive Housing, Emergency Shelters, and Farmworker Housing meeting all eligibility criteria and specific protections by development type per the Government Code.

² "Affordable Housing" refers to projects that contain the minimum percentage of affordable housing units to be eligible for Senate Bill 35 streamlining. See Government Code §65913.4(a)

³ Development that does not comply with objective General Plan, zoning, and subdivision standards of the City of Pittsburg

3. **Requirements.** As required by Table 1.030.A (Applicability), the standards in this ODS apply to all proposed development and improvements within ODS zones as identified below.

A. **General**

- (1) A design site is a portion of land within a parcel, delineated from other design sites and/or parcels to accommodate no more than one building type. From the allowed types in the ODS zone, and in compliance with the listed standards, the following shall be selected for each design site:
 - (a) Only one primary building type per design site is allowed, except an Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit, in compliance with Section 18.50.315 (Design and Development Standards) in Title 18 (Zoning) of the Municipal Code, may be included within a design site in addition to the primary building type. Parcels with enough land area to meet the ODS zone standards for minimum design site width and depth may have multiple design sites;
 - (b) At least one private frontage type; and
 - (c) At least one use type.
- (2) Building types and frontage types not listed in the ODS zone's standards are not allowed in that zone.
- (3) Uses. Refer to the underlying zone for the allowed uses and standards in Title 18, Division III. Base District Regulations.
- (4) New buildings and their improvements are subject to the City of Pittsburgh local standards for Fire Safety and Building Safety.

B. **Site Standards.** Section 3 (Site Standards)

- (1) **Screening.** The standards of Subsection 3.020 (Screening) apply to all new elements specified in Subsection 3.020 (Screening) for:
 - (a) All new development;
 - (b) Additions over 25 percent of the existing floor area of primary building;
 - (c) Reconstruction or reconfiguration of existing primary building that includes a remodel affecting more than 25 percent of existing floor area;
 - (d) Replacement of existing fencing or screening; and/or
 - (e) Installation of new equipment (e.g. HVAC, backflow preventer, etc.)
- (2) **Landscaping and Tree Standards.**
 - (a) Landscaping Standards. Refer to Article VII. Landscaping, Irrigation and Hydroseeding of Title 18 (Zoning) for applicable standards.
 - (b) Tree Standards. Refer to Article XIX. Tree Preservation and Protection of Title 18 (Zoning) for applicable standards

- (3) **Parking.** The standards of Subsection 3.030 (Parking) apply to the following:
 - (a) New development;
 - (b) Changes in land use; and/or
 - (c) Changes in intensity of buildings or structures made after the effective date of this ODS that cause an increase or decrease of 25 percent or greater in:
 - i. Gross floor area;
 - ii. Seating capacity;
 - iii. Units; and/or
 - iv. Parking spaces.
 - (d) Parking lot and access shall be redesigned in compliance with Subsection 3.030 (Parking) when additional parking of at least 25 percent from existing is proposed.
- (4) **Large Site Standards.** The standards of Subsection 3.040 (Large Sites) apply to new development on a project of at least five acres in area and at least 800 feet in length along the front or side street as follows:
 - (a) **Design Sites**
 - i. New buildings are required to be designed in compliance with the design site width and depth standards of the ODS zone.
 - ii. This ODS does not require the recordation of design site lines. The design site width and depth standards are for the purpose of consistently achieving pedestrian-oriented and scaled buildings.
 - (b) **Blocks and Thoroughfares**
 - i. Development sites shall be divided into new blocks in compliance with Subsection 3.040.7 (Block Size).
 - ii. New thoroughfares are required to form blocks in compliance with Table 3.040.7 (Block Size).
 - iii. When designing a new thoroughfare or retrofitting an existing thoroughfare, the standards in Roadway Standard Details of the City Council Resolution 07-10785, City Standard Details and Specifications, apply.
 - (c) **Applying Zones for Developments over 20 acres.**
 - i. Developments shall apply at least two zones using only the zones established in Section 2 (ODS Zone Standards) and in compliance with Table 3.040.B (Available Zones by General Plan Land Use Designation).
 - (d) **Civic Space Types.** See Section 7 (Civic Space Types).
- C. **Building Type Standards.** The standards of Section 4 (Building Types) apply to the following:
 - (1) New buildings (except public safety buildings); and
 - (2) Additions over 50 percent of the existing floor area of primary building (except public safety buildings).

- D. **Frontage Type Standards.** The standards of Section 6 (Frontage Types) apply to the following:
 - (1) New buildings;
 - (2) Existing buildings within 30 feet of the front or side street or public open space;
 - (3) Private property improvement on existing building within 30 feet of a front or side street; and
 - (4) Modification of pedestrian entrance(s) on existing building within 30 feet of a front or side street.
- E. **Civic Space Type Standards.** The standards of Section 7 (Civic Space Types) apply to the following:
 - (1) Development sites larger than three acres are required to create new civic space(s) in compliance with Section 7 (Civic Space Types).
- F. **Nonconforming Situations.** The standards of Chapter 18.76 (Nonconforming Uses and Structures) in Title 18 (Zoning) apply to all nonconforming situations
- G. **Permits and Procedures.** Applications for development are to be processed in compliance with the procedures identified in Subsection 1.060 (Permits and Procedures).

1.040

Relationship to the City of Pittsburg General Plan

This ODS implements the City's General Plan vision through a palette of ODS zones described in Section 2 (ODS Zone Standards). This ODS is applied to walkable environments, existing or new. Walkable is described as an environment that is pedestrian-oriented in nature, with a variety of housing choices, where bicycling and walking are viable daily options because services, retail, or restaurants are within 2,000 linear feet of most residences in the development.

1.050

Relationship to Title 18 (Zoning)

Table 1.050.A: Relationship of Article XXI, Chapter 18.84 (Objective Design Standards) to Title 18 (Zoning) identifies the relationship of Article XXI, Chapter 18.84 (Objective Design Standards) to Title 18 (Zoning) only for parcel(s) mapped with ODS zones subject to Article XXI, Chapter 18.84 (Objective Design Standards). All other content in Title 18 (Zoning) not identified in the table continue to apply.

Table 1.050.A: Relationship of Article XXI, Chapter 18.84 (Objective Design Standards) to Title 18 (Zoning)

Title 18 (Zoning)		Article XXI, Chapter 18.84 (Objective Design Standards)
Division/Chapter	Description	Status
Division I	General Provisions	Superseded by Chapter 1 (Introduction), except as noted otherwise.
Division II	Administration	Superseded by Subsection 1.060 (Permits and Procedures), except as noted otherwise.
Division III	Base District Regulations	
Chapter 18.50	Residential Districts: RM, RMD, RH, RHD	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Chapter 18.52	Commercial Districts: CC, CN, CP, CS, CSD	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Chapter 18.53	Mixed Use Districts: M	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Chapter 18.62	Planned Development Districts: PD	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Division IV	Overlay District Regulations	
Chapter 18.74	Residential and Commercial Districts: RM-O, RMD-O, CS-O	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Division V	General Land Use Regulations	
Chapter 18.78	Off-Street Parking and Loading	Superseded by Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone, and Subsection 3.030 (Parking), except as noted otherwise.
Chapter 18.80	Development Standards for All Uses	
	18.80.010 Building Projections	Superseded by Table E (Building Placement) of the ODS zone
	18.80.015 Flag Lot	Superseded by Table C (Building Types and Design Site Size) of the ODS zone
	18.80.025 Mechanical and Utility Equipment	Superseded by Subsection 3.020 (Screening), except as noted otherwise.
	18.80.050 Street Line, Minimum length	Superseded by Table E (Building Placement) of the ODS zone
Chapter 18.84	Special Land Use Regulations Applicable to Specific Uses	
	Article IV. Fences and Walls	Superseded by Subsection 3.020 (Screening), except as noted otherwise.
All Divisions within Title 18 (Zoning) apply unless specified by this table.		

1.060 Permits and Procedures

1. Procedures for Applications Filed Under Senate Bill 35

A. Applicability

- (1) This Subsection applies to housing development projects applying for approval under Government Code §65913.4 and replaces the City's procedures for reviewing discretionary applications.
- (2) Pursuant to California state law, affordable housing projects, farmworker housing and emergency shelters [all as defined in Section 8 of the ODS (Definitions)] are subject to objective design review standards. The State Legislature imposed this requirement to facilitate the creation of new housing. However, the City recognizes that for certain projects, Article XXI, Chapter 18.84 (Objective Design Standards) may be more burdensome than the City's standard zoning process under Title 18 (Zoning). To further the intent of the State Legislature in streamlining the application and approval process for these projects, the City requires the applicant to select one of the following set of objective design standards to apply to their project: (1) Title 18 (Zoning) or (2) Article XXI, Chapter 18.84 (Objective Design Standards).
- (3) This Subsection shall remain in effect for the same period as Senate Bill 35 provisions contained in Government Code §65913.4. Unless Senate Bill 35 provisions are extended by the State Legislature, this Subsection shall remain in effect only until January 1, 2026, and as of that date is repealed.
- (4) The California Environmental Quality Act (CEQA) does not apply to projects eligible under Senate Bill 35.
- (5) The Department of Housing and Community Development is charged with developing guidelines for implementing Senate Bill 35. These procedures may change if required by changes in those guidelines or in Government Code §65913.4.

- B. **Definitions.** Terms defined in Government Code §65913.4 shall apply to this Subsection and shall control in the event of a conflict between definitions in this ODS and definitions in Government Code §65913.4.

C. Application Filing

- (1) **Preliminary Application Filing.** An applicant shall file a notice of intent to submit a Senate Bill 35 application in the form of a preliminary application consistent with Government Code §65941.1.
 - (a) **Form.** A preliminary application shall be filed on a form provided by the City with the required fee. If the City has not prepared a form, a preliminary application shall be filed on the standardized form adopted by the California Department of Housing and Community Development.
 - (b) **Timeline.** Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full Senate Bill 35 application, provided scoping consultation has concluded consistent with Subsection 1.060.1.C.(1).(c) (Scoping Consultation).

(c) **Scoping Consultation**

- i. Upon receipt of the preliminary application, the City shall contact the Native American Heritage Commission for assistance in identifying any California Native American tribe that should be noticed. The City shall provide a formal notice of the applicant's intent to submit a full application to each required California Native American tribe within 30 days of preliminary application submittal. The formal notice shall be consistent with Government Code §65913.4(b).
- ii. If, within 30 days of receipt of the formal notice, any California Native American tribe that was formally noticed accepts the invitation to engage in scoping consultation, the City shall commence scoping consultation within 30 days of receiving that response.
- iii. Scoping consultation shall be conducted consistent with Government Code §65913.4(b). If, after scoping consultation is concluded, a development is not eligible for Senate Bill 35 streamlining, the City shall provide written documentation as required by Government Code §65913.4(b) to the applicant and any California Native American tribe that is a party to that scoping consultation.

- (2) **Full Application.** If the development remains eligible to apply under Senate Bill 35 after scoping consultation consistent with Government Code §65913.4(b) has concluded, an applicant may file a full Senate Bill 35 application on a form provided by the City with the required fee.

- D. **Completeness Review.** The City shall review an application for compliance consistent with Subsection 1.060.1.E (Compliance Review); there shall be no separate or additional time frame for completeness review. Only the items necessary to determine compliance with the provisions contained in Government Code §65913.4(a) shall be required.

E. **Compliance Review**

- (1) **Scope of Review.** The Review Authority's scope of review is limited to all of the provisions contained in Government Code §65913.4(a) and the objective standards in effect at the time of preliminary application submittal.
- (2) **Review Time frames and Review Authority**
 - (a) **Consistency Review.** The Zoning Administrator or his/her designee shall determine if the application complies with all of the provisions contained in Government Code §65913.4(a) and applicable objective standards within the following time frames:
 - i. Within 60 calendar days of application submittal for applications that include 150 or fewer housing units.
 - ii. Within 90 calendar days of application submittal for applications that include 151 or more housing units.
 - (b) **Design Review or Public Oversight.** Any design review or public oversight (i.e., Planning Commission review) to determine if the application complies with all of the provisions contained in Government Code §65913.4(a) and applicable objective standards shall occur within the following time frames:
 - i. Within 90 calendar days of application submittal for applications that include 150 or fewer housing units.
 - ii. Within 180 calendar days of application submittal for applications that include 151 or more housing units.

(3) **Compliance Determination**

- (a) **Compliant Application.** If the application complies with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the City shall complete any design review or public oversight and any subdivision approval within the time frames listed in this Subsection 1.060.1.E (Compliance Review). Only objective design and subdivision standards may be applied. See Subsection 1.060.1.F (Decision on Project).
- (b) **Non-Compliant Application.** If the application does not comply with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the Review Authority shall make the following determination:
 - i. If the application does not comply with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the Review Authority shall provide the applicant with written documentation of which standards the development conflicts with and an explanation of the reasons the development conflicts with each standard.
 - ii. **Resubmitted Application.** If the project was found to be non-compliant, the applicant may resubmit the application for Senate Bill 35 streamlining, and the City shall review it for compliance with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards subject to the same timelines in this Subsection.
 - iii. **Project Ineligible.** If the project is ineligible for Senate Bill 35 streamlined processing, the applicant may elect to submit an application for the applicable discretionary approval.

F. **Decision on Project**

- (1) **Project Approval and Findings.** The Review Authority shall approve the application if the Review Authority finds that the proposed development is compliant with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, including objective subdivision standards.
- (2) **Conditions of Approval.** The Review Authority may impose conditions of approval provided those conditions of approval are objective and broadly applicable to development within the City.

G. **Post-decision Procedures**

- (1) **Subsequent Permits.** Any necessary subsequent permits shall be issued on a ministerial basis subject to applicable objective standards. If a public improvement is necessary to implement a development subject to this Subsection, and that public improvement is located on land owned by the City, the Review Authority shall process any approvals needed as required by Government Code §65913.4(h)(3).

(2) **Post-Approval Modifications**

- (a) **Post-Approval Modification Request.** An applicant or the City may request a modification to an approved development if that request is made prior to the issuance of the final building permit.
 - (b) **Applicability of Objective Standards to Modifications.** The Review Authority shall only apply objective standards in effect when the original application was submitted, except that objective standards adopted after the date of original submittal may be applied in any of the following instances:
 - i. The total number of residential units or total square footage of construction changes by 15 percent or more; or
 - ii. The total number of residential units or total square footage of construction changes by five percent or more, and it is necessary to subject the development to an objective standard beyond those in effect when the application was submitted in order to mitigate or avoid a specific adverse impact upon public health or safety, for which there is no feasible alternative method to satisfactorily mitigate or avoid.
 - (c) **Post-Approval Modification Review Time frame and Decision.** The Review Authority shall determine if the modification is consistent with objective planning standards and issue a decision on the applicant's modification request within 60 days after submittal unless design review is required, in which case a decision shall be made within 90 days.
- (3) **Expiration.** An application approved consistent with this Subsection shall remain valid for three years; however, an application approval shall not expire if the development includes public investment in housing affordability, beyond tax credits, where 50 percent of the units are affordable to households making at or below 80 percent of the area median income consistent with Government Code §65913.4(f).
- (4) **Extension.** At the discretion of the Review Authority, a one-year extension may be granted consistent with Government Code §65913.4(f)(3).

2. Procedures for applications filed consistent with the Housing Accountability Act

A. Applicability

- (1) This Subsection applies to housing development projects as defined by Government Code §65589.5(h)(2).
- (2) Pursuant to California state law, affordable housing projects, farmworker housing and emergency shelters [all as defined in Section 8 of the ODS (Definitions)] are subject to objective design review standards. The State Legislature imposed this requirement to facilitate the creation of new housing. However, the City recognizes that for certain projects, Article XXI, Chapter 18.84 (Objective Design Standards) may be more burdensome than the City's standard zoning process under Title 18 (Zoning). To further the intent of the State Legislature in streamlining the application and approval process for these projects, the City requires the applicant to select one of the following set of objective design standards to apply to their project: (1) Title 18 (Zoning) or (2) Article XXI, Chapter 18.84 (Objective Design Standards).
- (3) This Subsection shall remain in effect for the same period as provisions contained in the Government Code §65589.5 (Housing Accountability Act). Any provisions that are not extended by the State Legislature shall be repealed as of the date those provisions in the Housing Accountability Act are deemed null and void.

- B. **Definitions.** Terms defined in Government Code §65589.5 shall apply to this Subsection and shall control in the event of a conflict between definitions in this ODS and definitions in Government Code §65589.5.

C. Application Filing

- (1) **Preliminary Application Filing (Optional).** An applicant may file a preliminary application consistent with Government Code §65941.1.
 - (a) A preliminary application shall be filed on a form provided by the City with the required fee. If the City has not prepared a form, a preliminary application shall be filed on the standardized form adopted by the California Department of Housing and Community Development.
 - (b) Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full application for the housing development.
- (2) **Full Application.** An applicant may file a full application for a housing development without filing a preliminary application. The full application shall be filed on a form provided by the City with the required fee.

- D. **Conflicting Procedures.** This Subsection provides additional procedures that shall be followed for applicable projects. If conflicts occur between the City's procedures and the procedures of this Subsection, this Subsection shall control.

E. **Completeness Review**

- (1) **Preliminary Application.** If a preliminary application is filed, the preliminary application shall be deemed complete when the preliminary application containing all of the information listed in the preliminary application form is submitted. If all listed information is not provided, the City shall request the missing information from the applicant.
- (2) **Full Application**
 - (a) Once a full application is submitted, the City shall inform the applicant in writing within 30 calendar days of submittal or resubmittal that the application is complete or incomplete and the additional information required consistent with Government Code §65943. Only information requested in the City's application forms can be requested. If the City does not provide written notification within this time frame, the application shall be deemed complete. The City shall review each resubmittal within the 30-day period and cannot request information that was not listed in the first incompleteness letter.
 - (b) If an applicant receives written notification that the application is incomplete, and a preliminary application was submitted for the housing development, the applicant shall submit the information needed to complete the application within 180 calendar days of receiving the written notification of incompleteness. If the applicant does not submit this information within this time frame, the preliminary application shall expire and have no further force or effect.
 - (c) If a second determination of incompleteness is provided, the applicant shall be able to appeal the decision to the City Council. The City shall make a decision on the appeal no later than 60 calendar days after receipt of the applicant's written appeal. The initial appeal may be to the Planning Commission, but in that case the City Council shall still make a decision within 60 days. If the decision on the appeal is not made within this time frame, the application shall be deemed complete.

F. **Compliance Review**

- (1) **Scope of Review**
 - (a) **Housing Development with a Preliminary Application Submittal.** A housing development for which a preliminary application was submitted shall only be subject to the ordinances, policies, and standards adopted and in effect when the preliminary application is submitted, except in the following circumstances:
 - i. A fee, charge, or other monetary exaction increase resulting from an automatic annual adjustment based on an independently published cost index that is referenced in the ordinance or resolution establishing the fee or monetary exaction.
 - ii. A preponderance of the evidence in the record establishes that subjecting the housing development to an ordinance, policy, or standard beyond those in effect when the preliminary application was submitted is necessary to mitigate or avoid a specific, adverse impact upon the public health or safety, and there is no feasible alternative method to satisfactorily mitigate or avoid the adverse impact.
 - iii. Subjecting the housing development to an ordinance, policy, standard, or any other measure, beyond those in effect when the preliminary application was submitted is necessary to avoid or substantially lessen an impact consistent with CEQA.

- iv. The housing development has not commenced construction within 2.5 years following the date of the housing development's final approval (as defined in Government Code §65589.5(o)(1)(D)).
 - v. The number of residential units or square footage of construction proposed changes by 20 percent or more, exclusive of any increase resulting from a density bonus, incentive, concession, waiver, or similar provision.
- (b) **Housing Development without a Preliminary Application Submittal.** A housing development shall be subject to objective standards in effect when the application was deemed complete.
- (2) **Review Time frames**
- (a) Applications for housing development containing 150 or fewer units shall be reviewed for compliance with applicable objective standards within 30 calendar days of being deemed complete.
 - (b) Applications for housing development containing more than 150 units shall be reviewed for compliance with applicable objective standards within 60 calendar days of being deemed complete.
- (3) **Review Authority.** The Review Authority shall be the Review Authority consistent with the City's procedures for the full application; however, if the Director of Planning & Building or his/her designee is not the Review Authority, the Director of Planning & Building or his/her designee may serve as the Review Authority, if necessary, to comply with Review Timelines described in Subsection 1.060.2.F.(2) (Review Time frames).
- (4) **Compliance Determination**
- (a) The Review Authority shall identify the specific standard(s) that the project does not comply with and provide an explanation of the reason(s) why the housing development is considered to be inconsistent or non-compliant with identified provisions and shall provide the written determination to the applicant.
 - (b) A housing development is considered in compliance with this ODS, and shall not require a Zoning Map Amendment, if the housing development complies with objective General Plan standards but the zoning for the housing development site is inconsistent with the General Plan.
- (5) **Limited Hearings/Meetings.** If a housing development complies with applicable objective standards, the City shall not conduct more than five public hearings (including continuances), workshops, or similar meetings after the full application is complete in connection with the approval of the housing development consistent with Government Code §65905.5. Meetings required by CEQA are exempt from the limit.

G. Findings and Decision

(1) Findings

- (a) If the proposed housing development complies with applicable objective General Plan, zoning, and subdivision standards and criteria, including design review standards, the Review Authority may only deny the housing development or conditionally approve the housing development at a lower density if the Review Authority makes written findings supported by a preponderance of the evidence in the record that:
 - i. The housing development would have a specific, adverse impact upon the public health or safety unless the housing development is denied or conditionally approved at a lower density. A "specific, adverse impact" means a "significant, quantifiable, direct, and unavoidable impact, based on identified written public health or safety standards, policies, or conditions as they existed on the date that the project was deemed complete"; and
 - ii. There is no feasible method to satisfactorily mitigate or avoid the adverse impact other than the denial of the housing development or conditional approval of the housing development at a lower density.
- (b) If the housing development includes 20 percent of units affordable to very low or low-income households, 100 percent of units affordable or moderate or middle income households, or an emergency shelter, the Review Authority shall approve the housing development unless the Review Authority makes written findings supported by a preponderance of the evidence in the record, as to at least one of the findings in Government Code §65589.5(d).

(2) **Decision Time frames.** The Review Authority shall approve or deny the housing development within the following applicable period:

- (a) 90 days from Environmental Impact Report certification;
- (b) 60 days from Environmental Impact Report certification for an affordable housing development consistent with Government Code §65950(a)(3);
- (c) 60 days from adoption of a Negative Declaration; or
- (d) 60 days from determination of CEQA exemption.

H. **Post-Decision Procedures.** Post-decision procedures for the required permit (full application) shall be followed provided those procedures do not conflict with applicable Government Code sections for housing developments (i.e., Housing Accountability Act, Government Code §65589.5).

Figure 1.060.A: Process for Developments Eligible for Senate Bill 35 Streamlining with 150 units or Fewer (Government Code §65913.4)

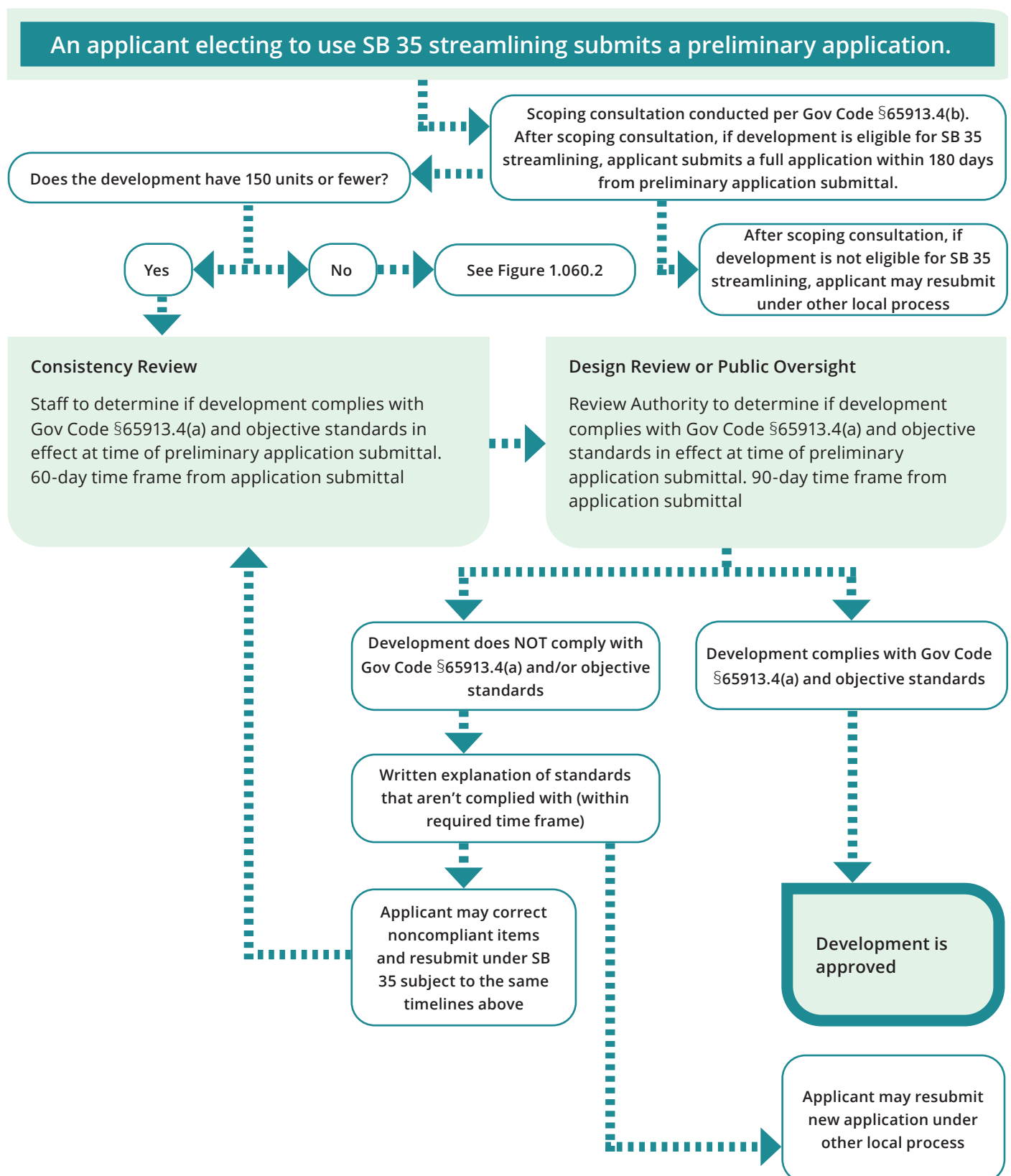


Figure 1.060.B: Process for Developments Eligible for Senate Bill 35 Streamlining with 151 units or More (Government Code §65913.4)

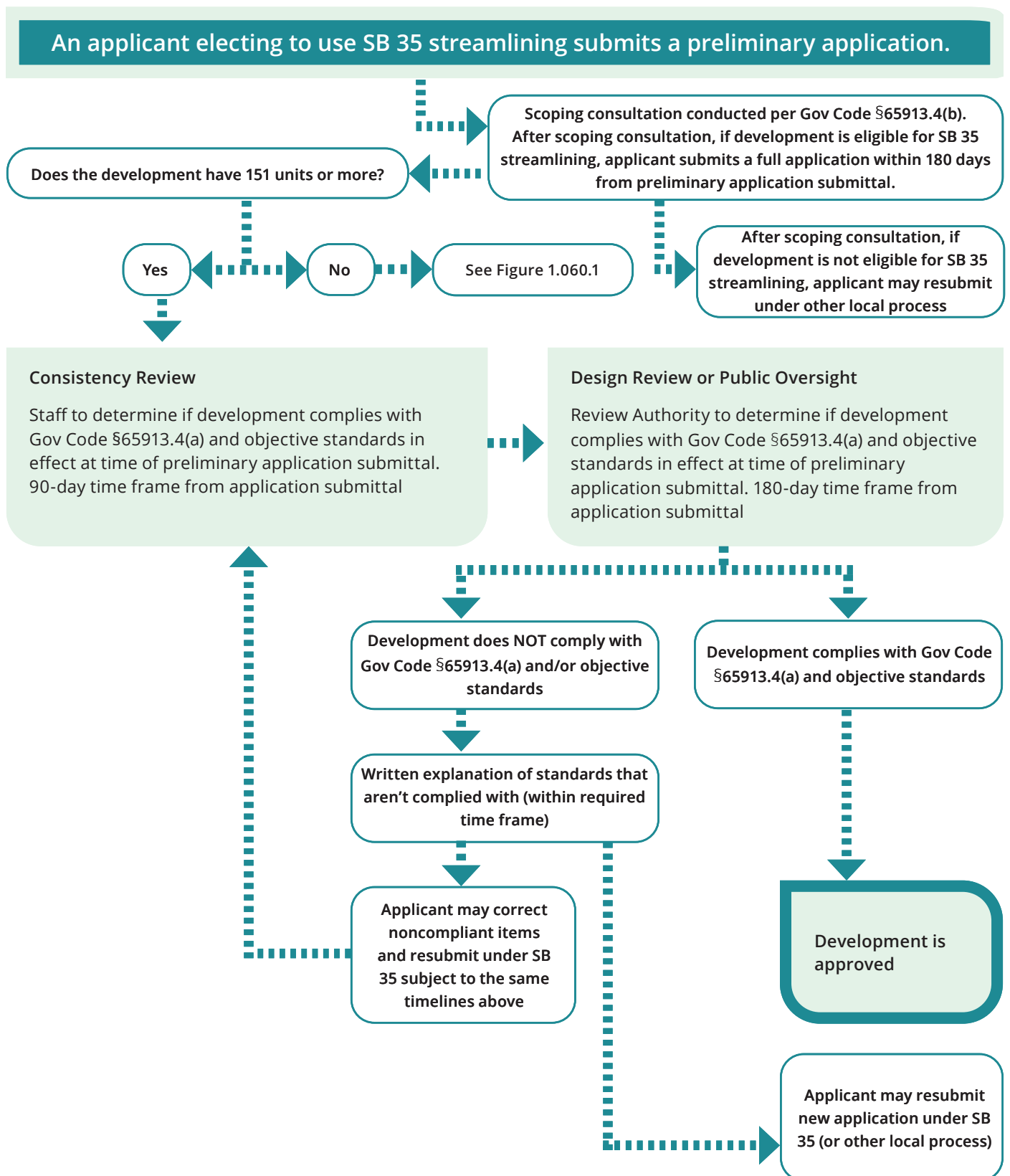
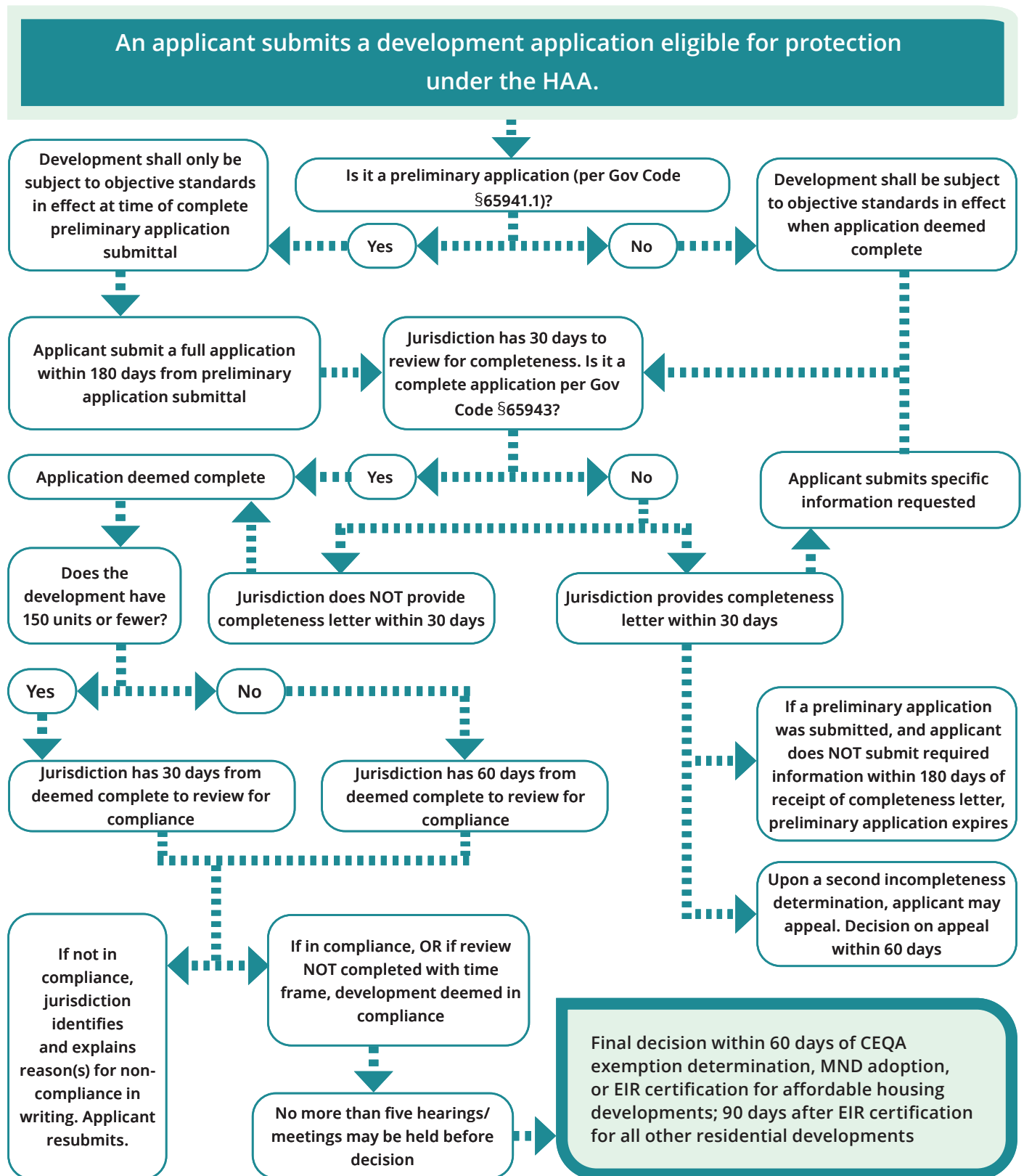


Figure 1.060.C: Process for Developments Eligible for Housing Accountability Act (HAA) Protection (Government Code §65589.5)



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Section 2: ODS Zone Standards

Subsections:

2.010	Purpose
2.020	ODS Overlay Map
2.030	Overview of ODS Zones
2.040	T3 Neighborhood (T3N)
2.050	T4 Neighborhood (T4N)
2.060	T4 Main Street (T4MS)
2.070	T5 Neighborhood (T5N)
2.080	T5 Main Street (T5MS)
2.090	Allowed Uses

2.010 Purpose

This Section provides zones and standards to implement the City of Pittsburgh General Plan to generate and support the variety of physical character of the intended development.

2.020 ODS Overlay Map

The zones established in this Section are mapped on Figure 2.020.1 (ODS Overlay Map). In addition to identifying the zoning for each parcel, Figure 2.020.1 (ODS Overlay Map) identifies specific urban design requirements.

2.030 Overview of ODS Zones

Table 2.020.A (Overview of ODS Zones) provides an overview of each ODS zone and its intent. This information is to show how the broader transects have been applied, and as qualitative background information on the intended physical character, allowed range of uses, and direction for the detailed standards in each ODS zone. See referenced Subsection(s) for standards.

Figure 2.020.1 ODS Overlay Map

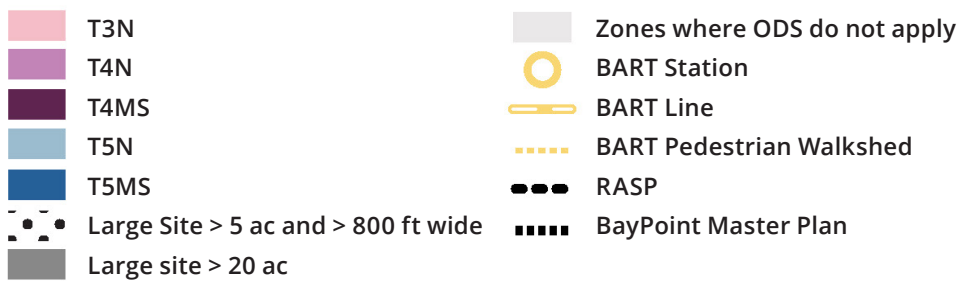


Figure 2.020.2 ODS Overlay Map - Area 1

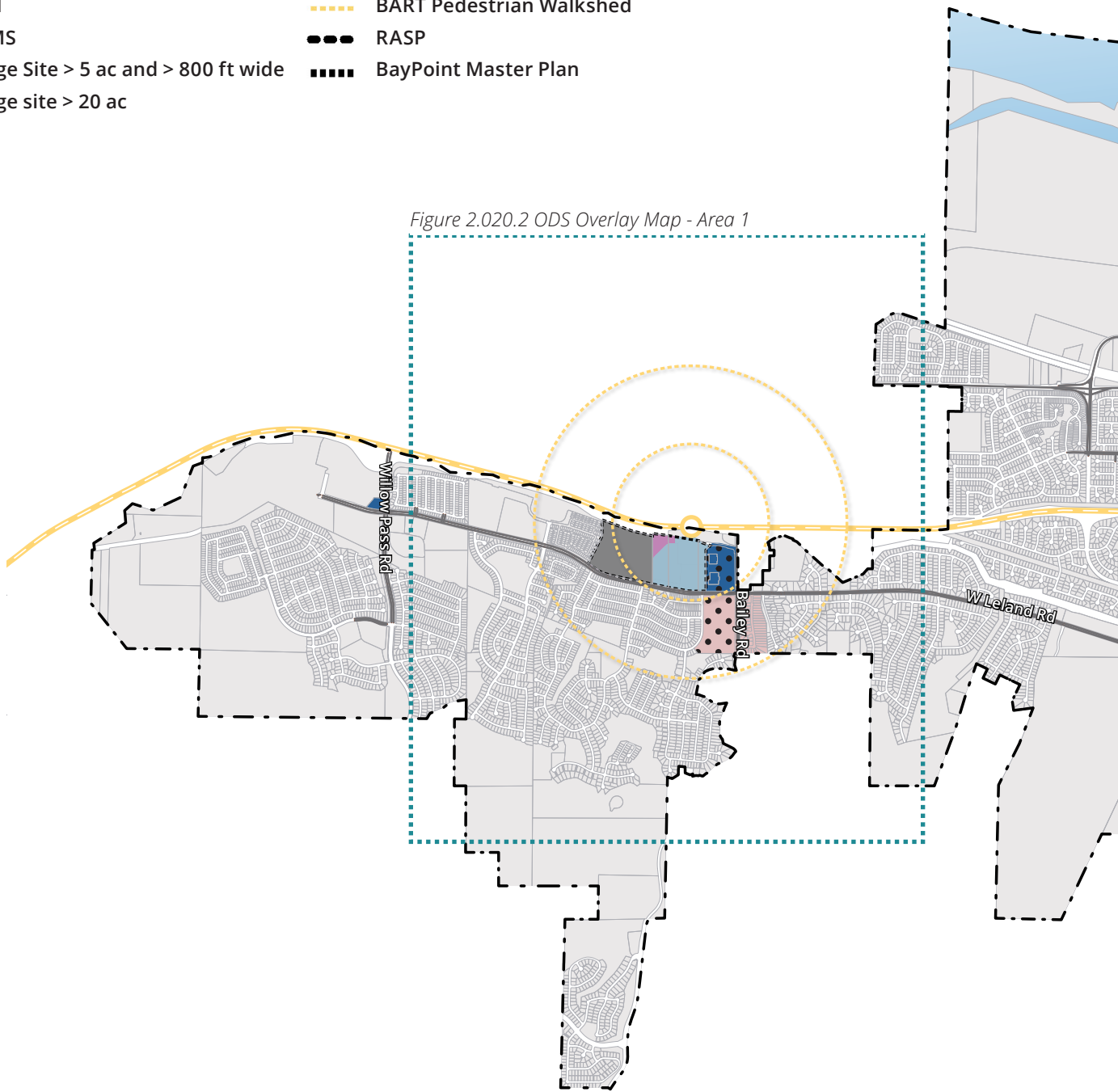


Figure 2.020.3 ODS Overlay Map - Area 2

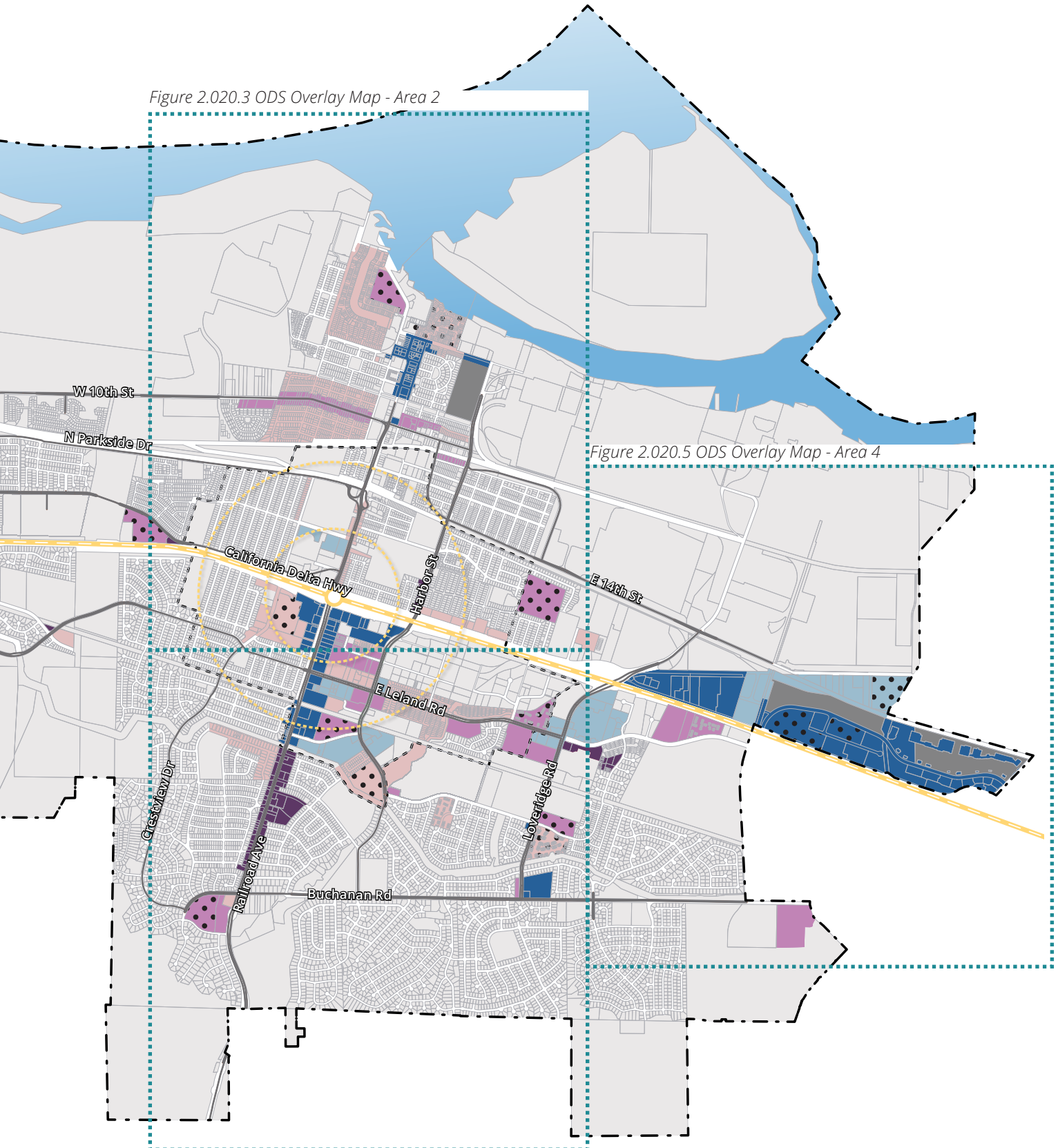


Figure 2.020.5 ODS Overlay Map - Area 4

Figure 2.020.4 ODS Overlay Map - Area 3

Figure 2.020.2 ODS Overlay Map - Area 1

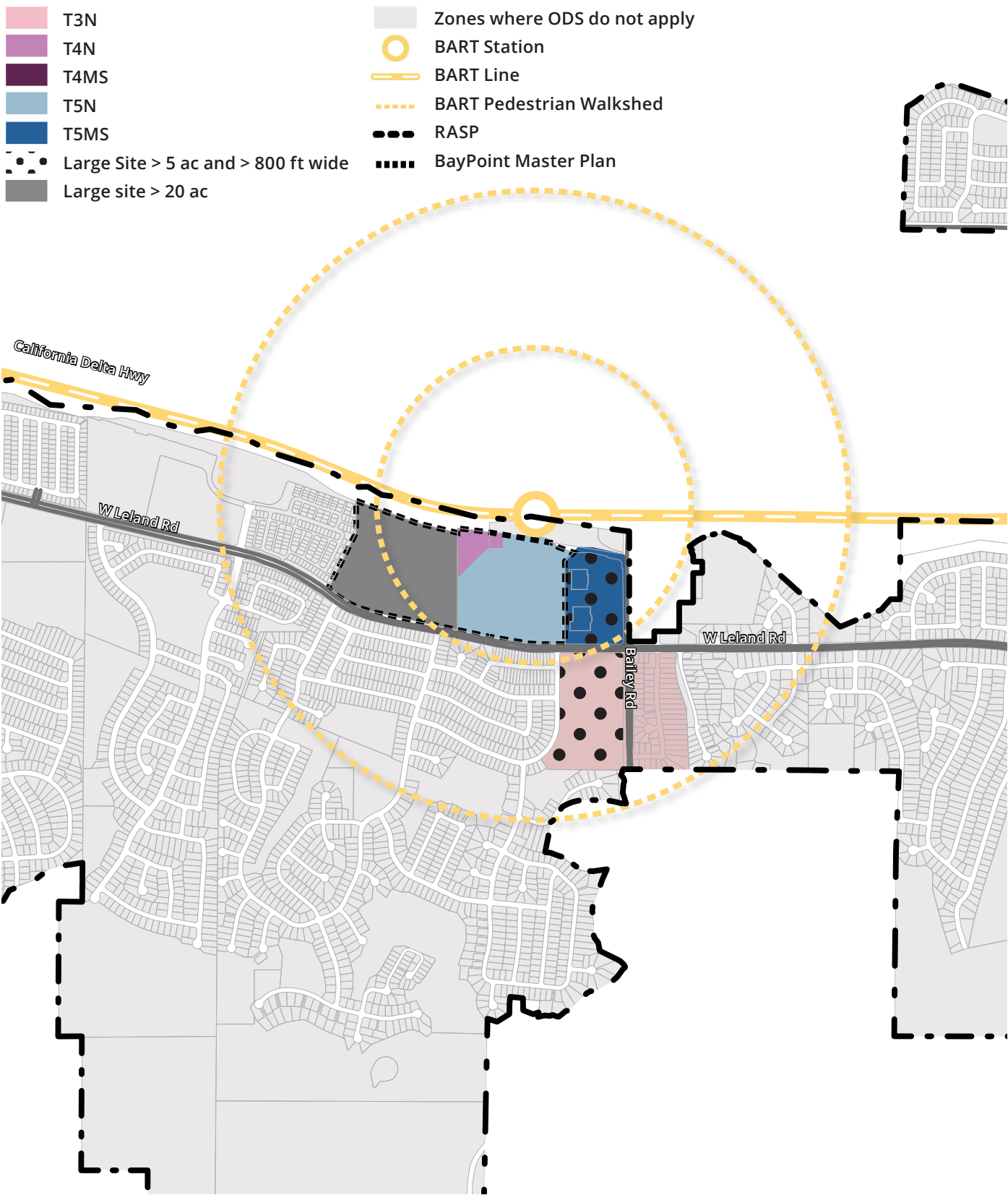


Figure 2.020.3 ODS Overlay Map - Area 2

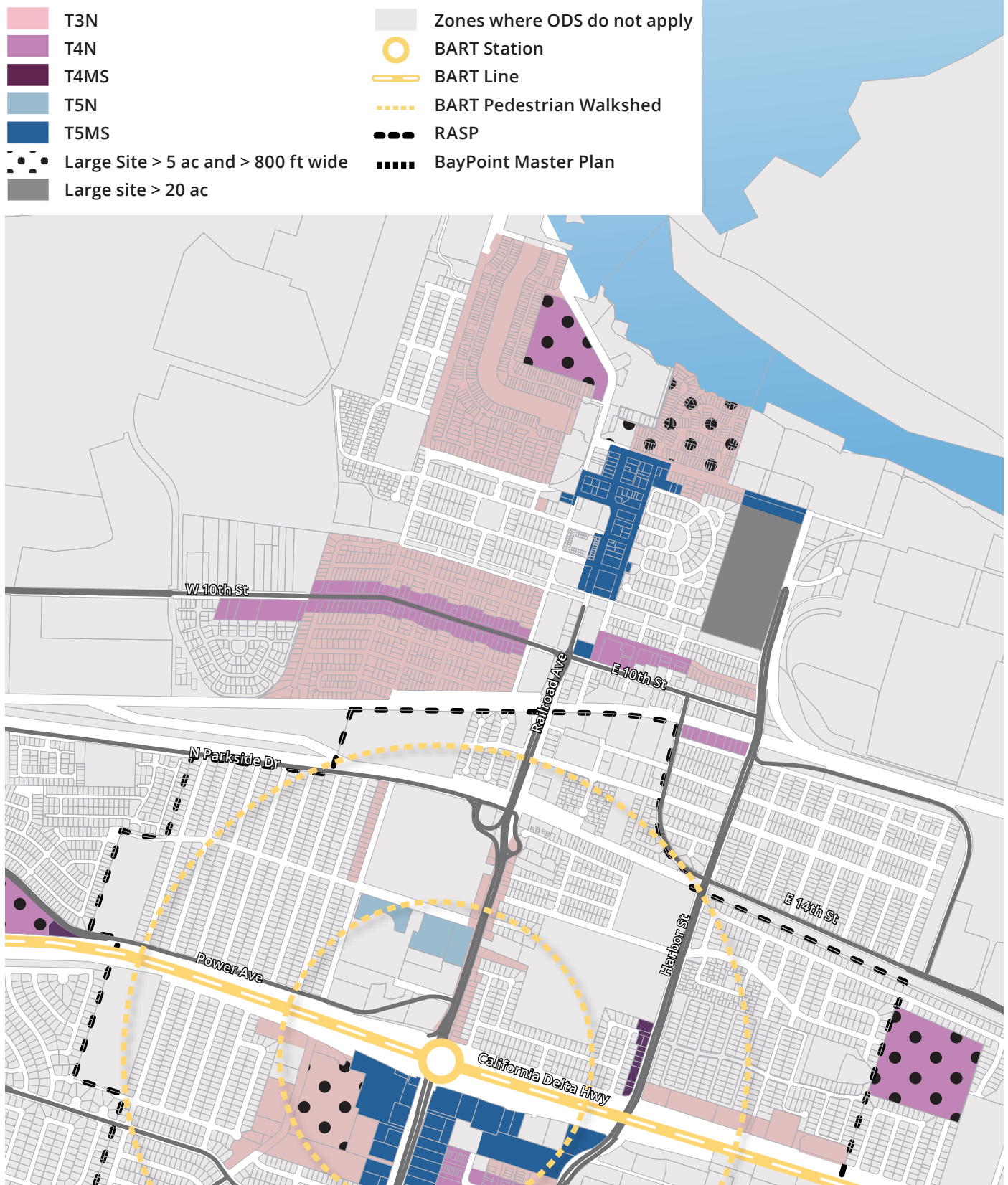


Figure 2.020.4 ODS Overlay Map - Area 3

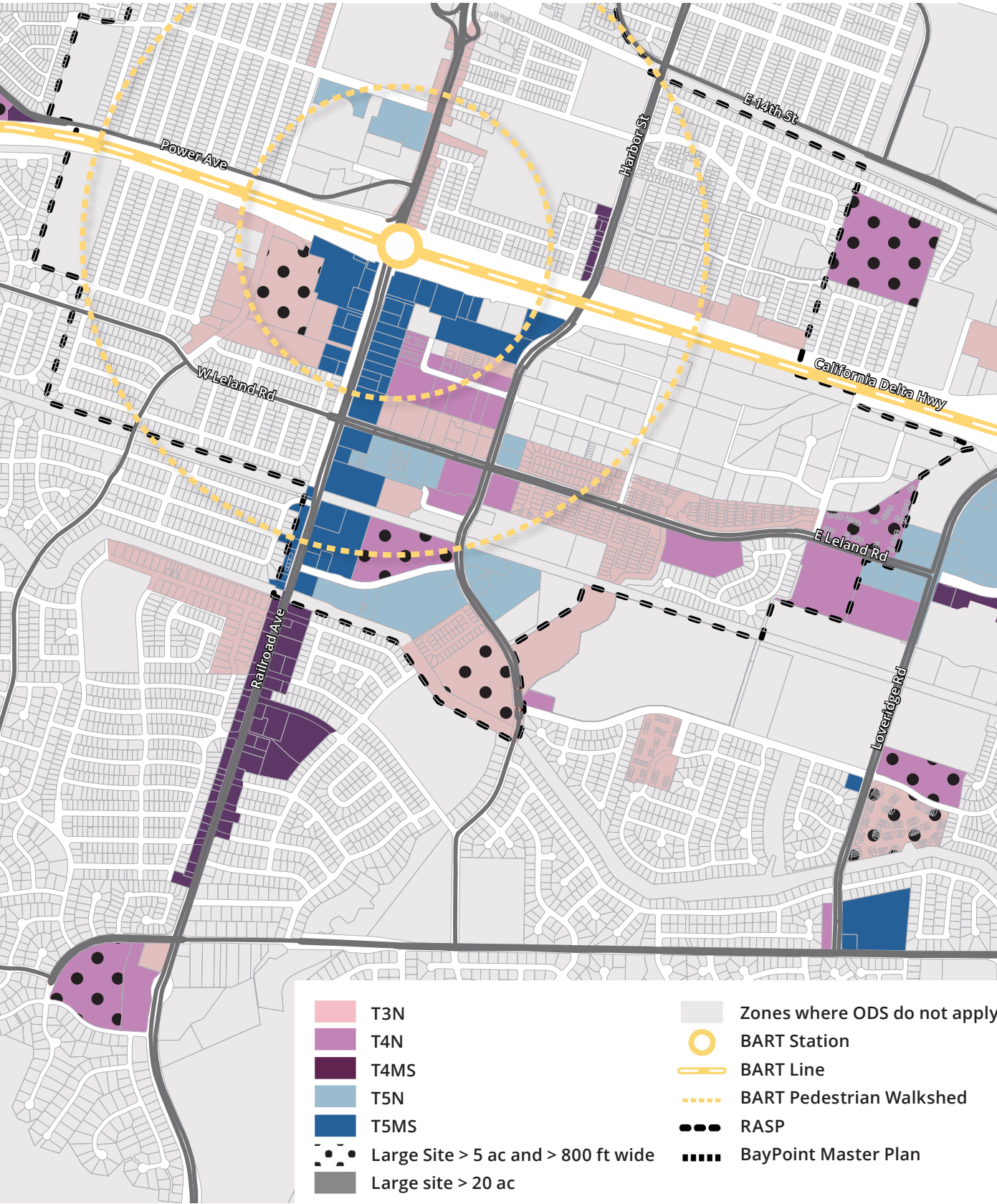


Figure 2.020.5 ODS Overlay Map - Area 4

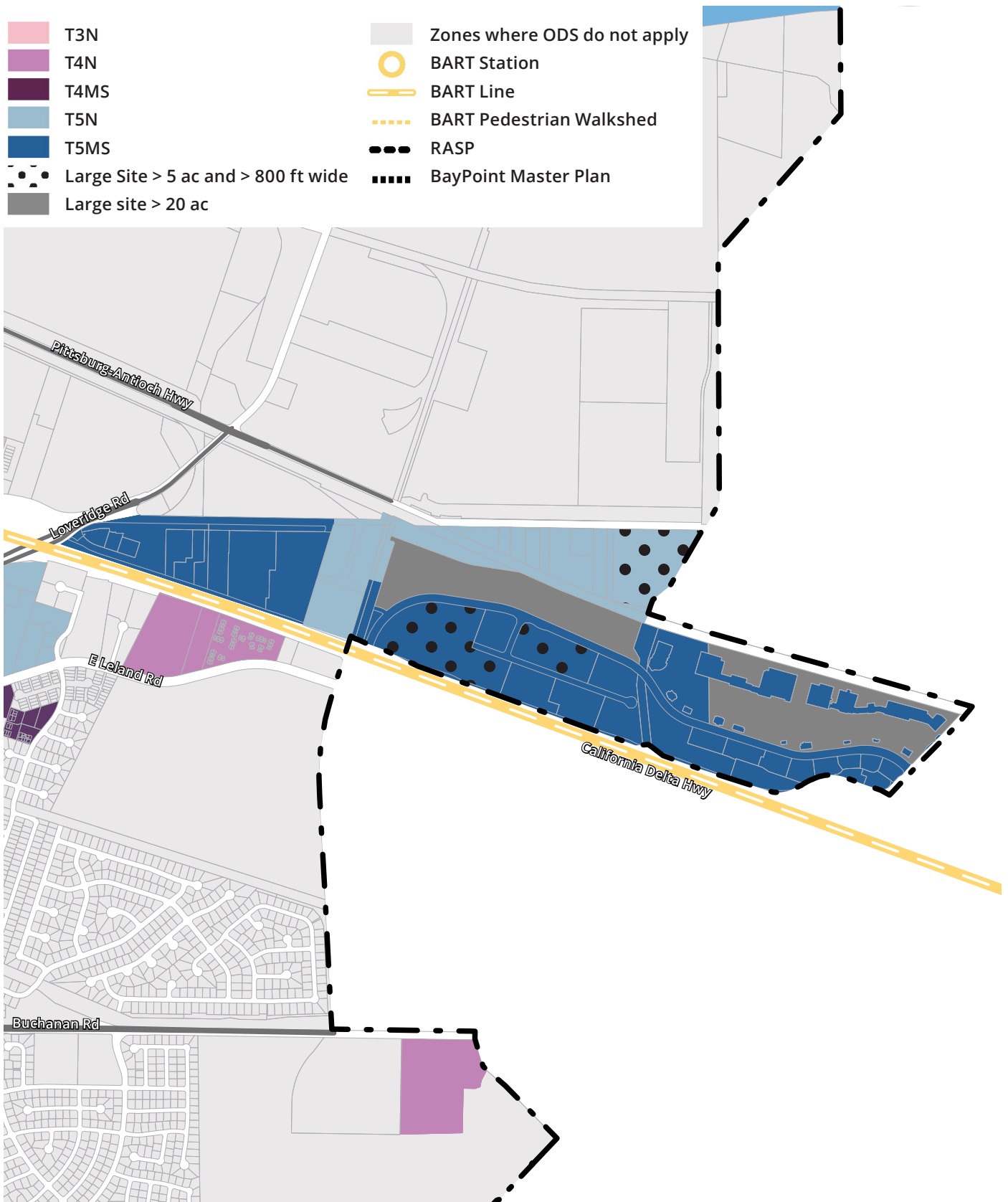


Table 2.030.A: Overview of ODS Zones

Less Urban

T3 Neighborhood 2.040



Zone Abbreviation

T3N

Intent

A walkable neighborhood environment of small-to-medium footprint, low-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Desired Form

House-Scale Buildings

Primarily Detached Buildings

Small-to-Medium Building Footprint

Medium-to-Large Front Setbacks

Medium-to-Large Side Setbacks

Up to 3 Stories

T4 Neighborhood 2.050



Zone Abbreviation

T4N

Intent

A walkable neighborhood environment of small-to-medium footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Desired Form

House-Scale Buildings

Primarily Detached Buildings

Small-to-Medium Building Footprint

Small-to-Medium Front Setbacks

Small-to-Medium Side Setbacks

Up to 4 Stories

Table 2.030.A: Overview of ODS Zones (Continued)

T4 Main Street 2.060



Zone Abbreviation

T4MS

Intent

A walkable district of medium footprint, moderate intensity, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Desired Form

Mostly Block-Scale Buildings

Primarily Attached Buildings

Medium Building Footprint

Small-to-None Front Setbacks

Small-to-None Side Setbacks

Up to 3 Stories

T5 Neighborhood 2.070



Zone Abbreviation

T5N

Intent

A walkable neighborhood environment with medium-to-large footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Desired Form

Primarily Block-Scale Buildings

Primarily Attached Buildings

Medium-to-Large Building Footprint

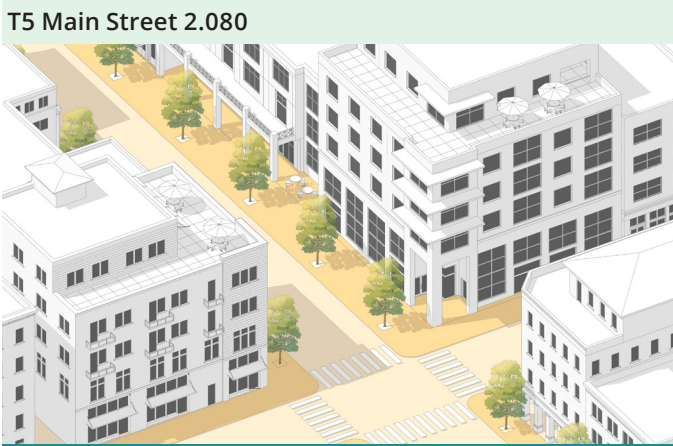
Small Front Setbacks

Small Side Setbacks

Up to 5 Stories

Table 2.030.A: Overview of ODS Zones (Continued)

More Urban 



Zone Abbreviation

T5MS

Intent

A walkable district of medium-to-large footprint, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Desired Form

Block-Scale Buildings

Primarily Attached Buildings

Medium-to-Large Building Footprint

Small-to-None Front Setbacks

Small-to-None Side Setbacks

Up to 5 Stories

2.040 T3 Neighborhood (T3N)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

Table 2.040.A Intent

A walkable neighborhood environment of small-to-medium footprint, low-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Table 2.040.B Building Types and Design Site Size

Allowed Building Types (Primary Building)	Design Site	
	Width A	Depth B
House-Scale		
Duplex Side-by-Side	60' min.	110' min.
Duplex Stacked	50' min.	100' min.
Cottage Court	90' min.	120' min.
Townhouse	25' min.	100' min.

Design Site

Each design site shall have only one primary building type.
Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Subsection 3.040 (Large Sites).

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.

Table 2.040.C Building Form

Primary Building		
Stories	3 max.	
To Highest Eave/Parapet	35' max.	C
Overall	40' max.	D

Ground Floor Finish Floor Level

Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E
Common entries may be set at grade in compliance with local and federal accessibility standards.		

Habitable Space on Ground Floor along front facade

Depth	12' min. Cottage Court 30' min. All Other Building Types	F
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Ground Floor Clear Height

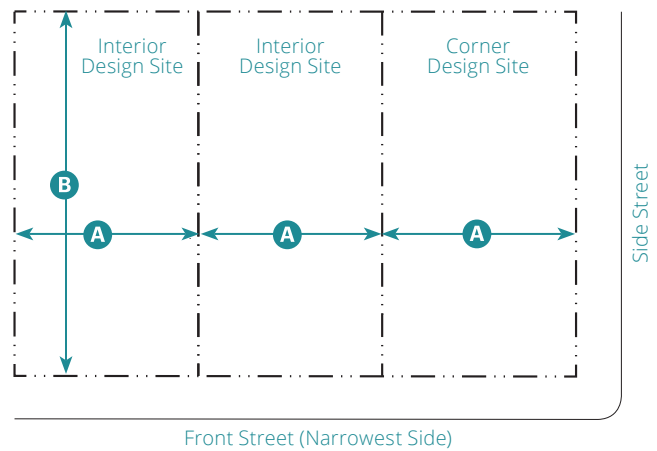
Residential Uses	9' min.	G
Non-Residential Uses	10' min.	G

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

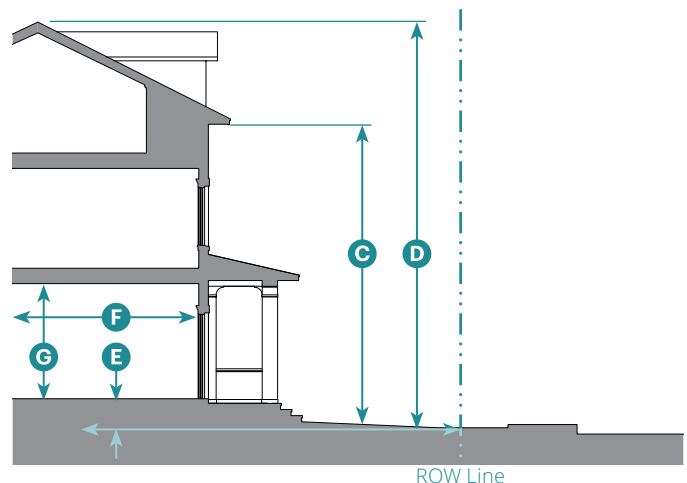
See Section 18.50.315 (Design and Development Standards) for standards.

Building Footprint and Massing

Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)
----------------------	--

Figure 2.040.1**Key**

--- ROW/ Design Site Line

Figure 2.040.2**Key**

--- ROW Line

Table 2.040.D Building Placement

Setback (Distance from ROW/ Design Site Line)

Primary Building

Front (Facade Zone)	15' min. 25' max.	H
Side Street (Facade Zone)	15' min. 25' max.	I
Side	7' min.	J
Rear	20' min.	K

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

See Section 18.50.315 (Design and Development Standards) for standards.

Accessory Structures

See Article I (Accessory Structures) of Chapter 18.84 for standards.

No internal Side setback required between Townhouses in a Run

Encroachments into Minimum Setbacks

Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 10 feet.

Building Facade

Facade Zone Defined By Building

Total length of facade required within the facade zone:

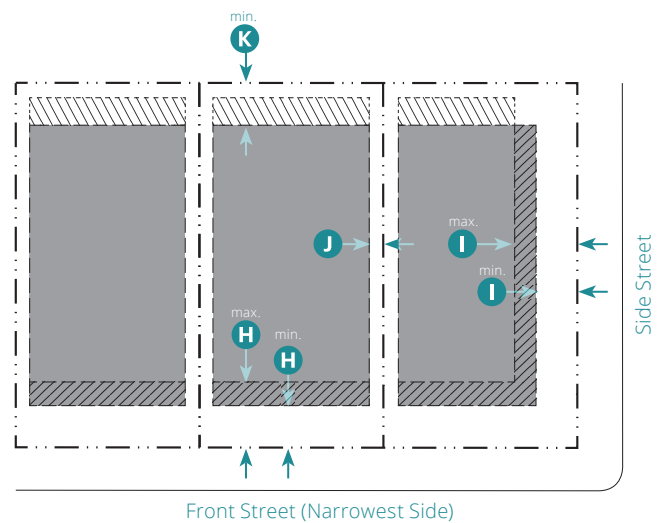
Front	60% min. exclusive of setbacks
Side Street	50% min. exclusive of setbacks

Table 2.040.E Frontages

Allowed Frontage Types Standards

Porch Projecting	6.040
Porch Engaged	6.050
Dooryard	6.060
Stoop	6.070

Figure 2.040.3



Key

--- ROW/ Design Site Line	Buildable Area
--- Building Setback Line	Acc. Structures Only
	Facade Zone

Table 2.040.F On-Site Vehicular and Bicycle Parking**Vehicular Spaces****Residential Uses**

Studio or 1 Bedroom	1 min. per unit
2 or More Bedrooms	1.5 min. per unit

Allowed Non-Residential Uses per Building

≤ 1,000 sf	0 min.
≥ 1,000 sf	1.5 min. per 1,000 sf above first 1,000 sf

Additional standards Subsection 3.030 (Parking)

Bicycle Spaces**Residential Uses**

Studio or 1 Bedroom	1 min. per unit
2 or More Bedrooms	2 min. per unit

Setback (Distance from ROW/ Design Site Line)

Front	45' min.	L
Side Street	25' min.	M
Side	5' min.	N
Rear	5' min.	O

Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.

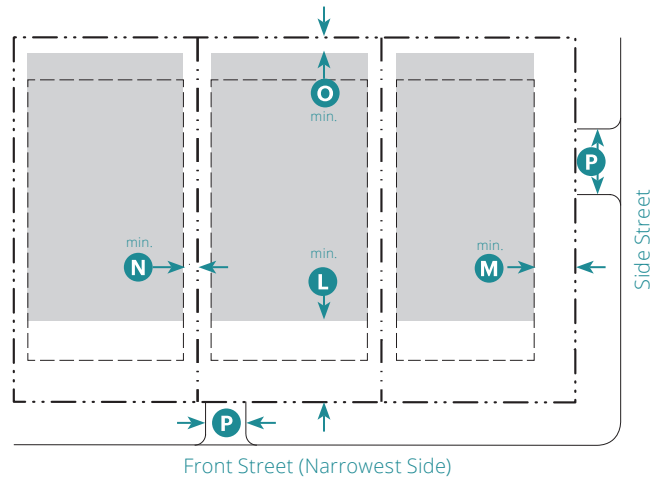
Driveway

Curb Cut/Width	P
One-Way	12' max.
Two-Way	Not Allowed

Curb cut width may exceed allowed max. width along alley.

Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.

Driveway access on corner design sites required from side street or rear.

Figure 2.040.4**Key**

- ROW/ Design Site Line
- Building Setback Line
- Parking Area

2.050 T4 Neighborhood (T4N)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

Table 2.050.A Intent

A walkable neighborhood environment of small-to-medium footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Table 2.050.B Building Types and Design Site Size

Allowed Building Types (Primary Building)	Design Site	
	Width A	Depth B
House-Scale		
Multiplex Small	60' min.	110' min.
Townhouse	18' min.	100' min.
Courtyard Building Small	100' min.	150' min.

Design Site

Each design site shall have only one primary building type.

Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Section 3.040 (Large Sites).

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.

Table 2.050.C Building Form

Primary Building		
Stories	4 max.	
To Highest Eave/Parapet	45' max.	C
Overall	50' max.	D

Ground Floor Finish Floor Level

Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E

Common entries may be set at grade in compliance with local and federal accessibility standards.

Habitable Space on Ground Floor along front facade

Depth	30' min.	F
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Ground Floor Clear Height

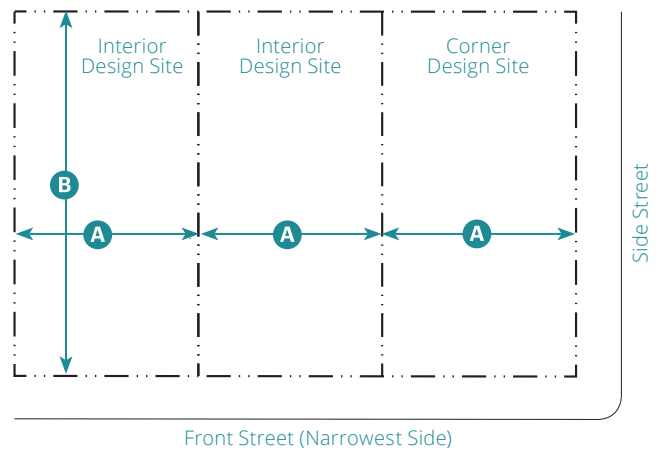
Residential Uses	9' min.	G
Non-Residential Uses	10' min.	G

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

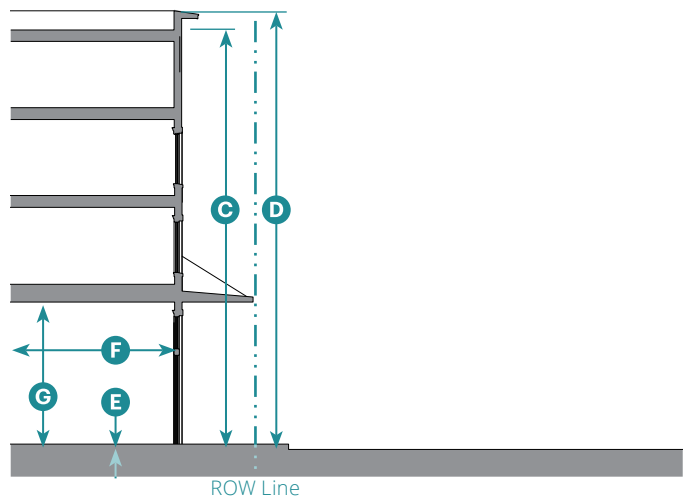
See Section 18.50.315 (Design and Development Standards) for standards.

Building Footprint and Massing

Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)
----------------------	--

Figure 2.050.1**Key**

--- ROW/ Design Site Line

Figure 2.050.2**Key**

--- ROW Line

Table 2.050.D Building Placement

Setback (Distance from ROW/ Design Site Line)

Primary Building		
Front (Facade Zone)	10' min. 20' max.	H
Side Street (Facade Zone)	10' min. 20' max.	I
Side	5' min.	J
Rear	20' min.	K

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

See Section 18.50.315 (Design and Development Standards) for standards.

Accessory Structures

See Article I (Accessory Structures) of Chapter 18.84 for standards.

No internal Side setback required between Townhouses in a Run

Encroachments into Minimum Setbacks

Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 8 feet.

Building Facade

Facade Zone Defined By Building

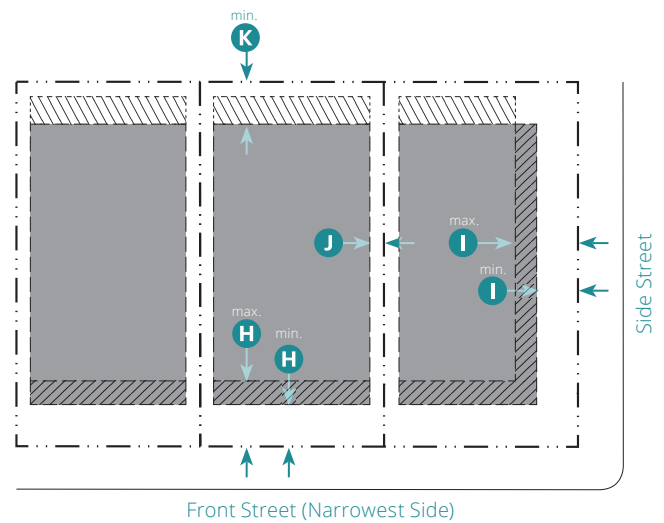
Total length of facade required within the facade zone:

Front	65% min. exclusive of setbacks
Side Street	55% min. exclusive of setbacks

Table 2.050.E Frontages

Allowed Frontage Types	Standards
Porch Projecting	6.040
Porch Engaged	6.050
Dooryard	6.060
Stoop	6.070

Figure 2.050.3



Key

--- ROW/ Design Site Line	Buildable Area
--- Building Setback Line	Acc. Structures Only
	Facade Zone

Table 2.050.F On-Site Vehicular and Bicycle Parking**Vehicular Spaces****Residential Uses**

Studio or 1 Bedroom	1 min. per unit
2 or More Bedrooms	1.5 min. per unit

Allowed Non-Residential Uses per Building

≤ 1,500 sf	0 min.
≥ 1,500 sf	1.5 min. per 1,000 sf above first 1,500 sf

Additional standards Subsection 3.030 (Parking)

Bicycle Spaces**Residential Uses**

Studio or 1 Bedroom	1 min. per unit
2 or More Bedrooms	2 min. per unit

Setback (Distance from ROW/ Design Site Line)

Front	40' min.	L
Side Street	20' min.	M
Side	5' min.	N
Rear	5' min.	O

Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.

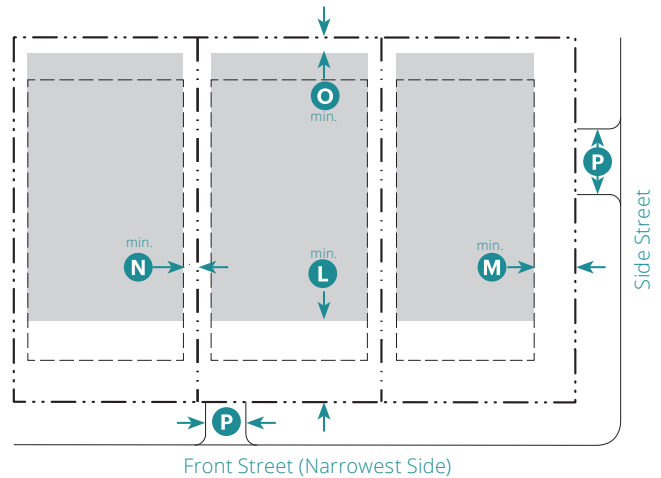
Driveway

Curb Cut/Width	P
One-Way	10' max.
Two-Way	Not Allowed

Curb cut width may exceed allowed max. width along alley.

Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.

Driveway access on corner design sites required from side street or rear.

Figure 2.050.4**Key**

- ROW/ Design Site Line
- Building Setback Line
- Parking Area

2.060 T4 Main Street (T4MS)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

Table 2.060.A Intent

A walkable district of medium footprint, moderate intensity, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Table 2.060.B Building Types and Design Site Size

Allowed Building Types (Primary Building)	Design Site	
	Width A	Depth B
House-Scale		
Courtyard Building Small	100' min.	140' min.
Block-Scale		
Townhouse	18' min.	100' min.
Main Street Building	25' min.	100' min.

Design Site

Each design site shall have only one primary building type.
Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Section 3.040 (Large Sites).

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.

Table 2.060.C Building Form

Primary Building		
Stories	3 max.	
To Highest Eave/Parapet	35' max.	C
Overall	40' max.	D

Ground Floor Finish Floor Level

Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E

Common entries may be set at grade in compliance with local and federal accessibility standards.

Habitable Space on Ground Floor along front facade

Depth	30' min.	F
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Ground Floor Clear Height

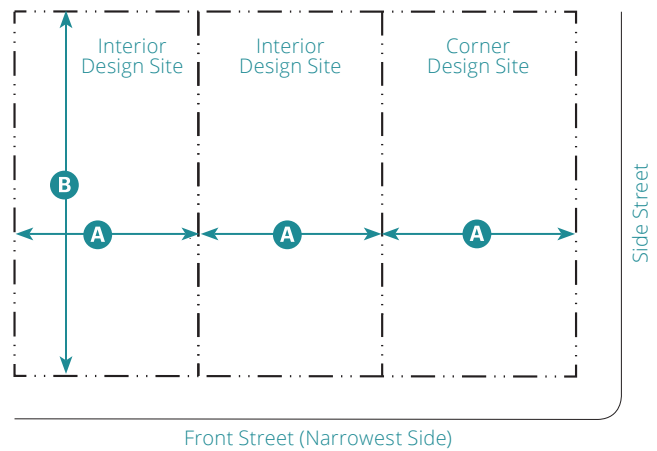
All Uses	12' min.	G
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Accessory Dwelling Unit/Junior Accessory Dwelling Unit

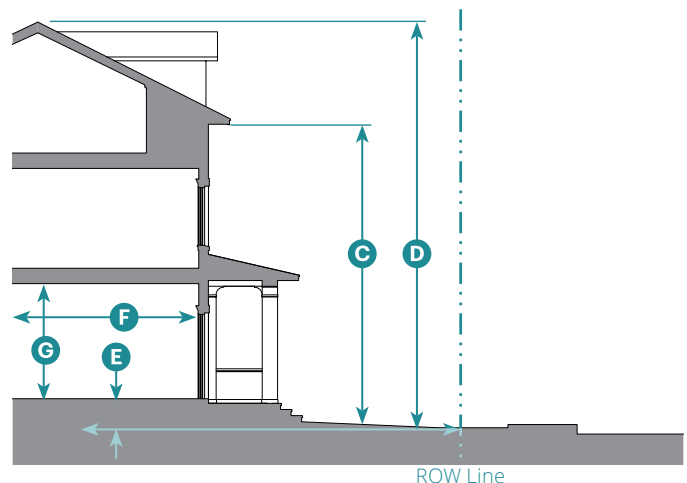
See Section 18.50.315 (Design and Development Standards) for standards.

Building Footprint and Massing

Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)
----------------------	--

Figure 2.060.1**Key**

--- ROW/ Design Site Line

Figure 2.060.2**Key**

--- ROW Line

Table 2.060.D Building Placement

Setback (Distance from ROW/ Design Site Line)

Primary Building

Front (Facade Zone)	0' min.	10' max.	H
Side Street (Facade Zone)	0' min.	10' max.	I
Side	0' min.		J
Rear	10' min.		K

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

See Section 18.50.315 (Design and Development Standards) for standards.

Accessory Structures

See Article I (Accessory Structures) of Chapter 18.84 for standards.

Encroachments into Minimum Setbacks

Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 5 feet, but shall not encroach within public ROWs.

Upper stories Architectural Features on Front and Side Street are allowed to encroach within public ROWs with a 10' min. of clearance.

Building Facade

Facade Zone Defined By Building

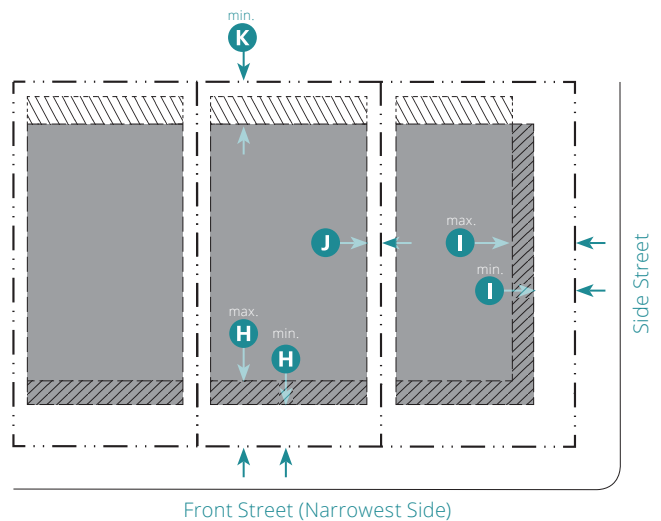
Total length of facade required within the facade zone:

Front	80% min. exclusive of setbacks
Side Street	70% min. exclusive of setbacks

Table 2.060.E Frontages

Allowed Frontage Types	Standards
Dooryard	6.060
Stoop	6.070
Forecourt	6.080
Shopfront	6.090
Terrace	6.100
Gallery	6.110

Figure 2.060.3



Key

--- ROW/ Design Site Line	Buildable Area
--- Building Setback Line	Acc. Structures Only
	Facade Zone

Table 2.060.F On-Site Vehicular and Bicycle Parking**Vehicular Spaces****Residential Uses**

Studio or 1 Bedroom	0.75 min. per unit
2 or More Bedrooms	1.25 min. per unit

Allowed Non-Residential Uses per Building

≤ 3,00 sf	0 min.
≥ 3,000 sf	1.5 min. per 1,000 sf above first 3,000 sf

Additional standards Subsection 3.030 (Parking)

Bicycle Spaces**Residential Uses**

Studio or 1 Bedroom	1 min. per unit
2 or More Bedrooms	2 min. per unit

Setback (Distance from ROW/ Design Site Line)

Front	30' min.	L
Side Street	10' min.	M
Side	0' min.	N
Rear	5' min.	O

Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.

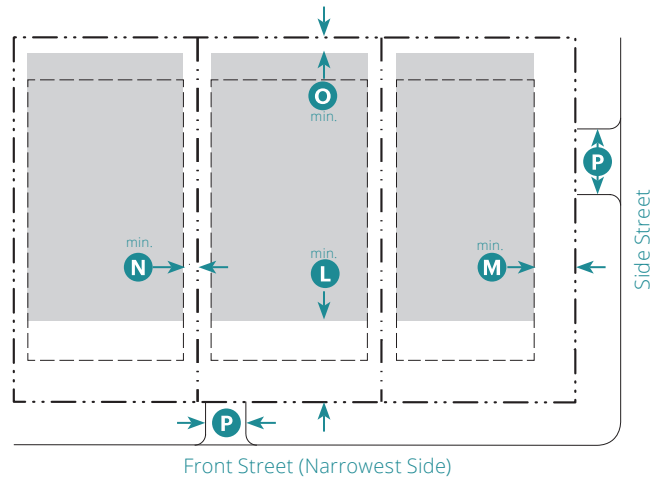
Driveway

Curb Cut/Width	P
One-Way	10' max.
Two-Way	14' max.

Curb cut width may exceed allowed max. width along alley.

Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.

Driveway access on corner design sites required from side street or rear.

Figure 2.060.4**Key**

- ROW/ Design Site Line
- Building Setback Line
- Parking Area

2.070 T5 Neighborhood (T5N)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

Table 2.070.A Intent

A walkable neighborhood environment with medium-to-large footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Table 2.070.B Building Types and Design Site Size

Allowed Building Types (Primary Building)	Design Site	
	Width A	Depth B
House-Scale		
Multiplex Large	60' min.	110' min.
Block-Scale		
Townhouse	18' min.	60' min.
Courtyard Building Large	110' min.	180' min.

Design Site

Each design site shall have only one primary building type.

Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Section 3.040 (Large Sites).

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.

Table 2.070.C Building Form

Primary Building		
Stories	5 max.	
To Highest Eave/Parapet	60' max.	C
Overall	65' max.	D

Ground Floor Finish Floor Level

Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E

Common entries may be set at grade in compliance with local and federal accessibility standards.

Habitable Space on Ground Floor along front facade

Depth	30' min.	F
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Ground Floor Clear Height

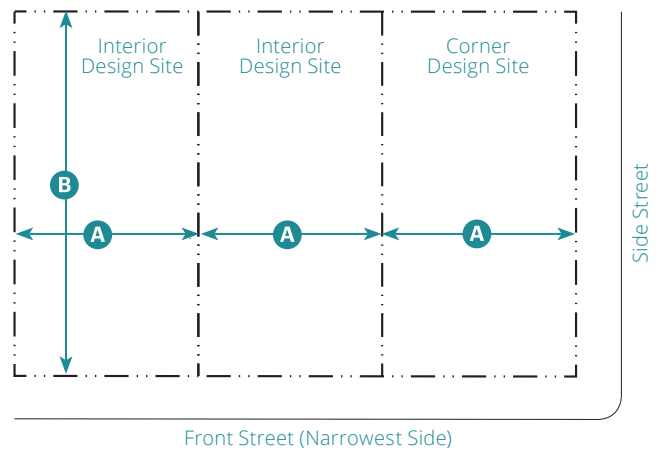
Residential Uses	9' min.	G
Non-Residential Uses	12' min.	G

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

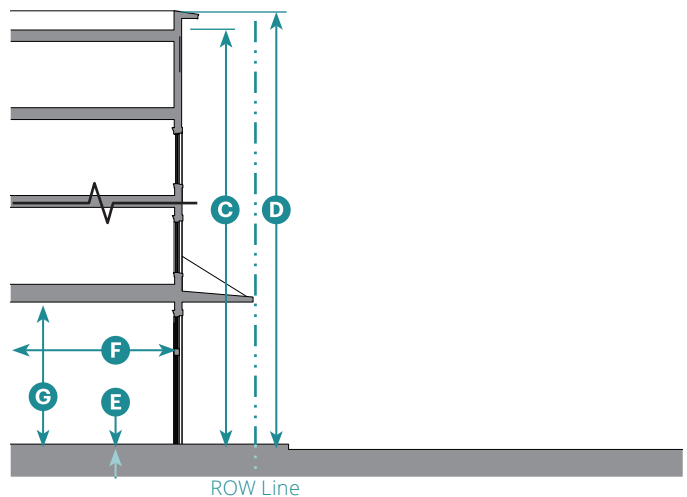
See Section 18.50.315 (Design and Development Standards) for standards.

Building Footprint and Massing

Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)
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Figure 2.070.1**Key**

--- ROW/ Design Site Line

Figure 2.070.2**Key**

--- ROW Line

Table 2.070.D Building Placement

Setback (Distance from ROW/ Design Site Line)

Primary Building

Front (Facade Zone)	10' min. 15' max.	H
Side Street (Facade Zone)	10' min. 15' max.	I
Side	5' min.	J
Rear	15' min.	K

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

See Section 18.50.315 (Design and Development Standards) for standards.

Accessory Structures

See Article I (Accessory Structures) of Chapter 18.84 for standards.

No internal Side setback required between Townhouses in a Run

Encroachments into Minimum Setbacks

Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 8 feet.

Building Facade

Facade Zone Defined By Building

Total length of facade required within the facade zone:

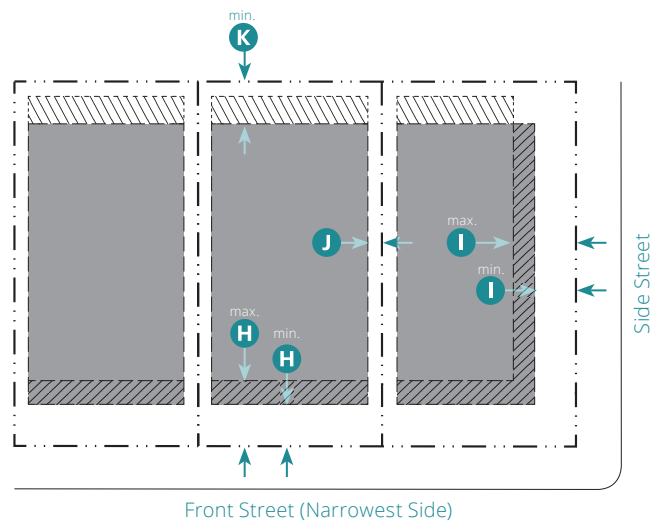
Front	75% min. exclusive of setbacks
Side Street	65% min. exclusive of setbacks

Table 2.070.E Frontages

Allowed Frontage Types Standards

Dooryard	6.060
Stoop	6.070
Forecourt	6.080
Terrace	6.100

Figure 2.070.3



Key

--- ROW/ Design Site Line	Buildable Area
--- Building Setback Line	Acc. Structures Only
	Facade Zone

Table 2.070.F On-Site Vehicular and Bicycle Parking**Vehicular Spaces****Residential Uses**

Studio or 1 Bedroom	1 min. per unit
2 or More Bedrooms	1.5 min. per unit

Allowed Non-Residential Uses per Building

≤ 1,500 sf	0 min.
≥ 1,500 sf	1.5 min. per 1,000 sf above first 1,500 sf

Additional standards Subsection 3.030 (Parking)

Bicycle Spaces**Residential Uses**

Studio or 1 Bedroom	1 min. per unit
2 or More Bedrooms	2 min. per unit

Setback (Distance from ROW/ Design Site Line)

Front	35' min.	L
Side Street	15' min.	M
Side	5' min.	N
Rear	5' min.	O

Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.

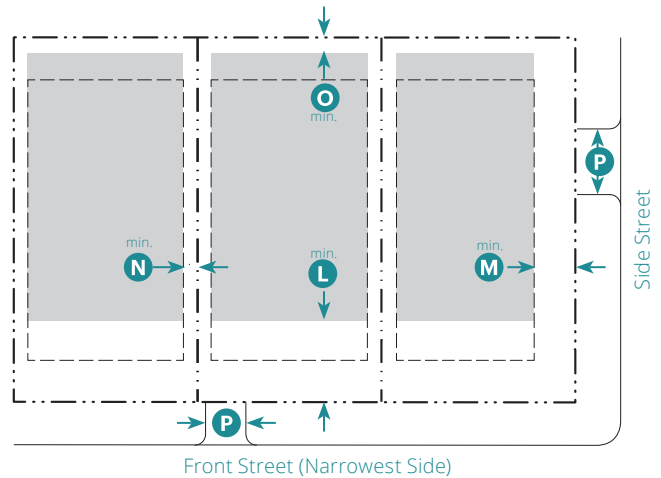
Driveway

Curb Cut/Width	P
One-Way	10' max.
Two-Way	14' max.

Curb cut width may exceed allowed max. width along alley.

Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.

Driveway access on corner design sites required from side street or rear.

Figure 2.070.4**Key**

- ROW/ Design Site Line
- Building Setback Line
- Parking Area

2.080 T5 Main Street (T5MS)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

Table 2.080.A Intent

A walkable district of medium-to-large footprint, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Table 2.080.B Building Types and Design Site Size

Allowed Building Types (Primary Building)	Design Site	
	Width A	Depth B
Block-Scale		
Courtyard Building Large	90' min.	170' min.
Main Street Building	25' min.	100' min.

Design Site

Each design site shall have only one primary building type. Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Section 3.040 (Large Sites).

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.

Table 2.080.C Building Form

Primary Building		
Stories	5 max.	
To Highest Eave/Parapet	60' max.	C
Overall	65' max.	D

Ground Floor Finish Floor Level		
Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E

Common entries may be set at grade in compliance with local and federal accessibility standards.

Habitable Space on Ground Floor along front facade		
Depth	30' min.	F

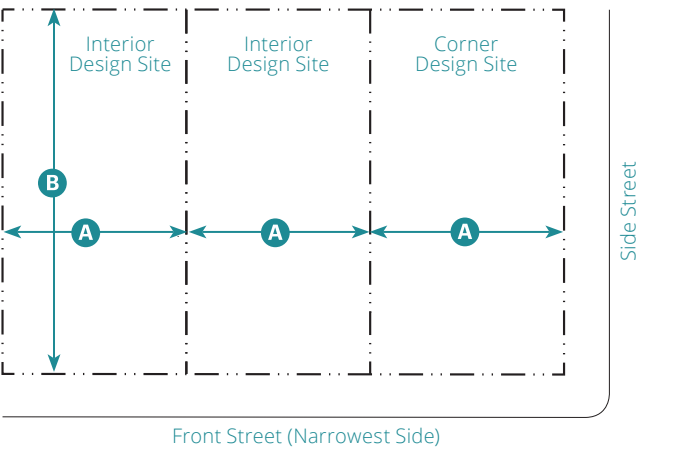
Ground Floor Clear Height		
All Uses	14' min.	G

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

See Section 18.50.315 (Design and Development Standards) for standards.

Building Footprint and Massing	
Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)

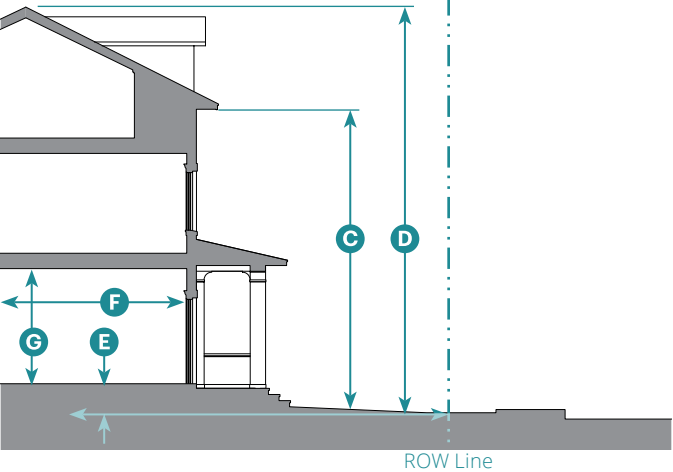
Figure 2.080.1



Key

--- ROW/ Design Site Line

Figure 2.080.2



Key

--- ROW Line

Table 2.080.D Building Placement

Setback (Distance from ROW/ Design Site Line)

Primary Building			
Front (Facade Zone)	0' min.	5' max.	H
Side Street (Facade Zone)	0' min.	5' max.	I
Side	0' min.		J
Rear	10' min.		K

Accessory Dwelling Unit/Junior Accessory Dwelling Unit

See Section 18.50.315 (Design and Development Standards) for standards.

Accessory Structures

See Article I (Accessory Structures) of Chapter 18.84 for standards.

Encroachments into Minimum Setbacks

Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 5 feet, but shall not encroach within public ROWs.

Upper stories Architectural Features on Front and Side Street are allowed to encroach within public ROWs with a 10' min. of clearance.

Building Facade

Facade Zone Defined By Building

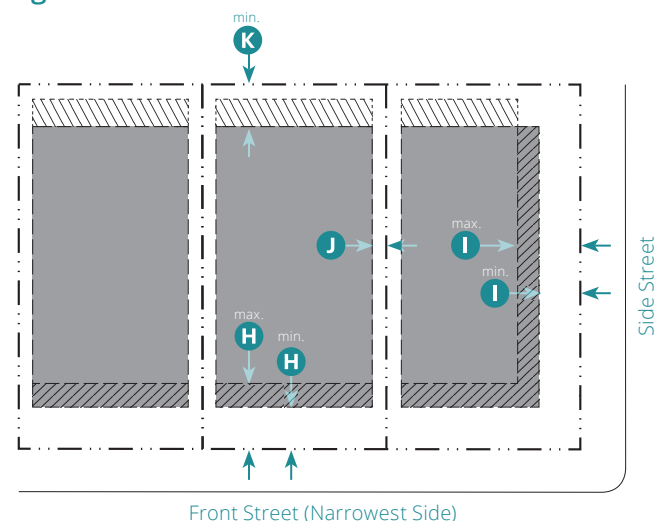
Total length of facade required within the facade zone:

Front	80% min. exclusive of setbacks
Side Street	70% min. exclusive of setbacks

Table 2.080.E Frontages

Allowed Frontage Types	Standards
Dooryard	6.060
Forecourt	6.080
Shopfront	6.090
Terrace	6.100
Gallery	6.110

Figure 2.080.3



Key

--- ROW/ Design Site Line	Buildable Area
--- Building Setback Line	Acc. Structures Only
	Facade Zone

Table 2.080.F OnVehicular and Bicycle Parking**Vehicular Spaces****Residential Uses**

Studio or 1 Bedroom 0.75 min. per unit

2 or More Bedrooms 1.25 min. per unit

Allowed Non-Residential Uses per Building

≤ 5,00 sf 0 min.

≥ 5,000 sf 1.5 min. per 1,000 sf above first
5,000 sf

Additional standards Subsection 3.030 (Parking)

Bicycle Spaces**Residential Uses**

Studio or 1 Bedroom 1 min. per unit

2 or More Bedrooms 2 min. per unit

Setback (Distance from ROW/ Design Site Line)Front 40' min. **L**Side Street 30' min. **M**Side 0' min. **N**Rear 5' min. **O**

Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.

DrivewayCurb Cut/Width **P**

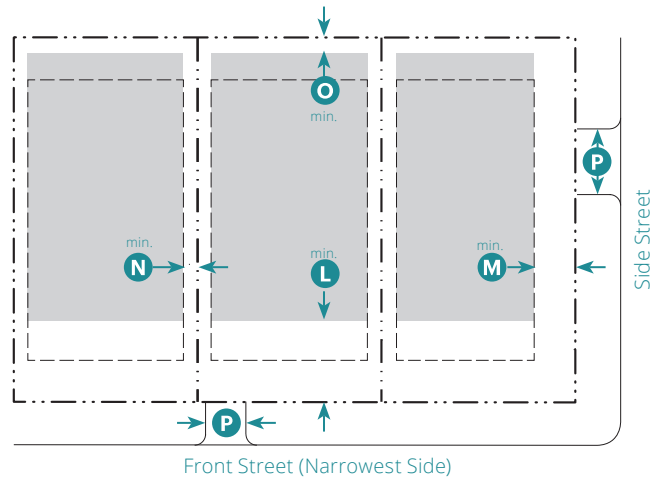
One-Way 10' max.

Two-Way 14' max.

Curb cut width may exceed allowed max. width along alley.

Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.

Driveway access on corner design sites required from side street or rear.

Figure 2.080.4**Key**

--- ROW/ Design Site Line

■ Parking Area

--- Building Setback Line

2.090 Allowed Uses

Refer to the underlying zone for the allowed uses and standards in Title 18, Division III. Base District Regulations.

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Section 3: Site Standards

Subsections:

3.010	Purpose
3.020	Screening
3.030	Parking
3.040	Large Sites

3.010	Purpose
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This Section provides standards to ensure that new development accomplishes the following:

- 1. Makes a positive contribution to the development pattern of the area;
- 2. New or altered structures are compatible with the design and use of existing structures on neighboring properties;
- 3. Respects the existing conditions of neighboring properties; and
- 4. Does not adversely affect neighboring properties, with "adversely affect" meaning to impact in a substantial, negative manner the habitability of these properties.

3.020 Screening

1. **Intent.** This Subsection provides standards for screening, fences, and walls for the protection of property, the enhancement of privacy, the attenuation of noise, and the improvement of the visual environment.
2. **Height Standards for Screening.** Except for wall- and ground-mounted equipment that is not visible from the public right-of-way or abutting design sites, all equipment shall comply with the following:
 - A. **Screening Height Maximums.** Screening shall not exceed the maximums identified in Table 3.020.A (Maximum Height Allowed).
 - B. **Screening Height Measurement.** Screening height shall be measured as the vertical distance between the finished grade at the base of the screen and the top edge of the screen material.

Table 3.020.A: Maximum Height Allowed

ODS zone	Item	Maximum Height Allowed			
		Front	Side St.	Side	Rear
T3N	Fences	3' max.	3' max.	6' max.	6' max.
	Free Standing Walls	3' max.	3' max.	6' max.	6' max.
	Mechanical Equipment ¹	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping ²	4' max.	4' max.	No max.	No max.
T4N	Fences	3' max.	3' max.	6' max.	6' max.
	Free Standing Walls	3' max.	3' max.	6' max.	6' max.
	Mechanical Equipment ¹	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping ²	4' max.	4' max.	No max.	No max.
T4MS	Fences	X	X	6' max.	6' max.
	Free Standing Walls	X	X	6' max.	6' max.
	Mechanical Equipment ¹	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping ²	3' max.	3' max.	No max.	No max.
T5N	Fences	3' max.	3' max.	6' max.	6' max.
	Free Standing Walls	3' max.	3' max.	6' max.	6' max.
	Mechanical Equipment ¹	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping ²	4' max.	4' max.	No max.	No max.
T5MS	Fences	X	X	6' max.	6' max.
	Free Standing Walls	X	X	6' max.	6' max.
	Mechanical Equipment ¹	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping ²	3' max.	3' max.	No max.	No max.

¹ Max. allowed height may be exceeded to the highest point of the equipment

² Excludes trees

Key X = Item Not Allowed

3. Courtyard Screening

- A. Fences, walls and other screening installed to create a courtyard without a roof shall be set back a minimum of 10 feet from the front property line or back of sidewalk, whichever is the least.

4. Equipment Screening

- A. The following mechanical equipment is exempt from screening:
 - (1) Free-standing or roof-mounted solar equipment; and
 - (2) Vents less than two feet in height.
 - B. For new installation or relocation of existing mechanical equipment, the equipment shall be screened.
 - (1) **Roof-Mounted Equipment.** Building parapets or other architectural elements in the building's architectural style shall screen roof-mounted equipment.
 - (a) New buildings shall be designed to provide a parapet or other architectural element that is as tall or taller than the highest point on any new mechanical equipment to be located on the roof of the building; and
 - (b) For existing buildings with no parapet less than two feet in height, mechanical equipment shall be surrounded on all sides by an opaque screen wall as tall as the highest point of the equipment. The wall shall be architecturally consistent with the building and match the existing building with paint, finish, and trim cap detail.
 - (2) **Wall- and Ground-Mounted Equipment**
 - (a) Equipment and screening shall be in compliance with the setbacks of the ODS zone.
 - (b) Screening shall be architecturally compatible and include matching paint, finish, and trim cap of the building.
- 5. **Temporary Fencing.** Temporary fencing may be used to provide security for approved special events, construction sites, or vacant structures and land, which cannot otherwise be secured.
 - 6. **Barbed Wire and Razor Wire.** Barbed wire and razor wire screening are not allowed.

7. **Safety.** Fences, walls, and other screening and landscaping, whether provided in compliance with the provisions of this Subsection or provided in addition to those provisions, are subject to review by the Traffic Engineer in the following areas to ensure that visibility is maintained:
 - A. Within 10 feet of the point of intersection of:
 - (1) A vehicular access way or driveway and a street; and/or
 - (2) A vehicular access way or driveway and a sidewalk.
 - B. Within 20 feet of the point of intersection of two or more vehicular access ways, including driveways, alleys, or streets.
 - C. As used in this Subsection, "point of intersection" is measured from the face of curb or if none, from the edge of pavement.
8. **Maintenance.** Fences, walls, and other screening shall be maintained erect and in a state of good repair. A dilapidated, dangerous, or unsightly fence or wall shall be repaired, replaced, or removed, as the situation may warrant.

3.030

Parking

1. **Intent.** This Subsection prescribes standards for motor vehicle and bicycle parking areas, access drives, and standards for reducing motor vehicle trips per capita to and from development. These standards are intended to ensure that new development accomplishes the following:
 - A. Consistency with the intended physical character of walkable environments;
 - B. Provision of bicycle parking to increase bicycle trips and reduce motor vehicle trips per capita; and
 - C. Appropriately limits, screens, and landscapes motor vehicle parking areas to protect and enhance the environmental and visual quality of the community, enhance privacy, attenuate noise, and control dust.
2. **Parking Categories**
 - A. **On-site parking.** On-site parking is allowed in all ODS zones per Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone subject to the standards in this Subsection.
 - B. **Off-site parking.** Off-site parking is only allowed in developments of at least 5 acres per Subsection 3.040 (Large Sites).
3. **Bicycle Parking Standards.** Bicycle parking shall be provided in compliance with Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.
4. **General Vehicular Parking Standards**

- A. **Sharing of On-Site Parking.** Sharing of parking between different uses and developments is allowed.
- B. **Sharing of Non-Residential Parking Required.** If on-site parking spaces for non-residential uses are provided, such spaces shall be made available for use by the general public during at least one of the following time periods:
- (1) Monday through Friday, 8 AM to 5 PM; or
 - (2) Monday through Friday, 5 PM to 11 PM and all day on Saturday and Sunday.
5. **Number of Motor Vehicle Parking Spaces Required**
- A. **Required Spaces.** The minimum number of on-site parking spaces required is listed in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.
- (1) Parking Spaces for the Handicapped shall meet the requirements of the California Administrative Code (Title 24, Part 2, Chapter 2-71).
- B. **Required Number of Parking Spaces**
- (1) When calculating the required number of parking spaces, numbers shall be rounded down to the closest whole number.
 - (2) Parking systems that stack individual vehicles are counted as three spaces for every horizontal space identified.
 - (3) **Calculating Required Parking for a Mixed-Use Development.** For a building with residential and non-residential uses, shared parking shall be calculated as follows. The sum of the required parking for the two use types as stated in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone shall be divided by the factor listed in Table 3.030.A (Shared Parking Factor for Two Uses). The required number of parking spaces shall be rounded up to the closest whole number.
- | | Residential | Lodging | Office | Retail |
|-----------------------|-------------|---------|--------|--------|
| Residential | 1.0 | 1.1 | 1.4 | 1.2 |
| Lodging | 1.1 | 1.0 | 1.7 | 1.3 |
| Office | 1.4 | 1.7 | 1.0 | 1.2 |
| Retail/
Commercial | 1.2 | 1.3 | 1.2 | 1.0 |
- C. **Exception in the Event of Changes of Use or Alterations to Existing Buildings or Structures.** If an existing building or structure is altered or existing land uses are changed, the existing number of parking spaces on a property may be retained, even if the resulting building, structure or land use would ordinarily be subject to a lower maximum parking allowance.
6. **Electric Vehicle Charging.** Electric vehicle charging facilities shall be provided in compliance with CA Green Standards Building Code, Title 24, Part 11.

7. Traffic-Reducing Parking Standards

A. Carshare Parking Spaces

- (1) Carshare parking spaces shall be provided in the amounts specified in Table 3.030.B (Required Carshare Parking Spaces).

Table 3.030.B: Required Carshare Parking Spaces

Residential Uses	Carshare Parking Spaces Required
0-49 units	None
50-100 units	1
101 or more units	2 + 1 per additional 200 units
Office/Research & Development Uses	Carshare Parking Spaces Required
≤ 10,000 sf	None
> 10,000 sf	1 per 10,000 sf

- (2) The required carshare space(s) shall be made available, at no cost, to a carshare service for purposes of providing carshare services to its members. At the election of the property owner, the carshare spaces may be provided:
- (a) On the design site; or
 - (b) On another off-street site within 1,000 feet of the design site.
- (3) Required carshare space or spaces shall be designed in a manner that will make the spaces accessible to non-resident subscribers from outside the building as well as building residents.
- (4) If no carshare service can make use of the dedicated carshare parking spaces, the spaces may be occupied by non-carshare vehicles; provided, however, that upon 90 days of advance written notice to the property owner from a carshare service, the property owner shall terminate any non-carsharing leases for such spaces and shall make the spaces available to the carshare service for its use of such spaces.
- B. **Carpool Spaces.** If parking is provided at a development, parking spaces reserved for use by carpool/vanpool vehicles shall be designated in preferred locations (including, but are not limited to, closest to building entries). The locations of these spaces shall be approved by the City. The minimum number of carpool spaces required is listed in Table 3.030.C (Required Carpool Parking Spaces).

Table 3.030.C: Required Carpool Parking Spaces

Office/Research & Development Uses	Carpool Parking Spaces Required
≤ 40 parking spaces	None
> 40 parking spaces	10% of the total number of spaces
Other Uses	Carpool Parking Spaces Required
All Other Uses	None

C. **Parking Costs Unbundled from the Cost of Other Goods and Services**

- (1) **Residential Uses.** All off-street parking spaces accessory to residential uses in structures of four dwellings or more shall be leased or sold separately from the rental or purchase fees for dwellings for the life of the dwellings, such that potential renters or buyers have the option of renting or buying a residential unit at a price lower than would be the case if there were a single price for both the residential unit and the parking space. Renters or buyers of on-site inclusionary affordable units shall have an equal opportunity to rent or buy a parking space on the same terms and conditions as offered to renters or buyers of other dwellings.
- (2) **Non-Residential Uses.** All off-street parking spaces accessory to non-residential uses shall be leased or sold separately from the rental or purchase fees for non-residential building space for the life of the building, such that potential renters or buyers have the option of renting or buying building space at a price lower than would be the case if there were a single price for both the building space and the parking space.
- (3) **Exception.** Off-street parking spaces accessory to retail uses are not required to be leased or sold separately from retail space and may be offered to shoppers and other visitors free of charge for stays of up to two hours.

8. **Parking Spaces, Design and Layout**

A. **Access.** On-site parking areas shall be accessed per the following:

- (1) Parking shall be designed with an appropriate means of vehicular access to a street or to an alley to cause the least interference with traffic flow.
- (2) Ingress to and egress from parking spaces shall be from an on-site aisle or driveway, directly from the front, side street, public alley, or rear lane.
- (3) On-site loading space(s) is not required.

B. **Driveways**

- (1) Access to Driveways
 - (a) Driveway access to and from developments of two or fewer dwelling units onto public streets shall be where practical by forward motion of the vehicle; and
 - (b) Driveway access to and from developments of three or more dwelling units onto public streets shall be by forward motion of the vehicle.
 - (c) Minimum 30 feet separation between driveways for all uses except developments of two or fewer dwelling units.
 - (d) Driveways shall comply with the Contra Costa County fire protection district for access road and fire lanes.

- (2) **Number of Driveways.** Table 3.030.D (Number of Driveways) specifies the maximum number of driveways for a development site based on the amount of lot frontage along arterial streets.

Table 3.030.D: Number of Driveways

Lot Frontage	Maximum Number of Driveways
Up to 150'	1
150' to 299'	2
Each additional 300'	1

- (3) Driveways shall be setback from design site lines as follows:
- (a) Minimum two feet from side design site lines; and/or
 - (b) No less than the minimum rear parking setback per the ODS zone.
- (4) Driveways shall extend to and include the area between the design site line and the edge of the street pavement.
- C. **Aisles.** Table 3.030.E (Aisle Widths) specifies the minimum dimensions for a aisles based on the angle for the parking spaces.
- (1) Driveways shall comply with the Contra Costa County Fire Protection District for access road and fire lanes.

Table 3.030.E: Aisle Widths

Angle of Parking Space	One-Way Traffic	Two-Way Traffic
90 degrees	25' min.	25' min.
60 degrees	16' min.	23' min.
45 degrees	12' min.	22' min.
30 degrees	11' min.	21' min.
0 degrees	12' min.	24' min.

- D. **Parking Space Dimensions.** Table 3.030.F (Parking Space Dimensions) specifies the minimum dimensions for parking spaces.

Table 3.030.F: Parking Space Dimensions

Use	Width	Depth
Residential	10' min.	20' min.
Non-Residential	9' min.	18' min.
All (Parallel Spaces)	10' min.	22' min.

- E. **Tandem Parking.** Tandem parking is allowed in all ODS zones for all uses, subject to on-site management.
- F. **Identification as to Purpose and Location.** On-site parking areas of four or more spaces shall include painted lines, wheel stops, or other methods of identifying individual parking spaces and loading areas, while distinguishing such spaces from aisle and other circulation features.

G. Materials

- (1) All parking area and driveway specifications to follow those specified by the Engineering Division of the City of Pittsburgh.
- (2) Parking area surfacing materials shall comply with all applicable Contra Costa County Fire Protection District Standards and City of Pittsburgh Standard Details and Specifications.

H. Location

- (1) **On-site Parking.** Location of on-site parking is regulated by the required setbacks in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone and the following:
 - (a) Parking lots shall be separated at least by five feet from buildings to make room for a sidewalk, landscaping, and/or other planting between the building and the parking area; and
 - (b) The required separation may be eliminated to the rear of buildings in areas designed for unloading and loading of materials.
 - (2) **Off-site Parking.** Location of Off-site parking is regulated by the required plan in Subsection 3.030.9 (Off-site Parking Plan)
- I. **Size of Parking Lot.** Parking lots larger than 10,000 square feet in size shall be broken down into smaller parking areas with planted landscape areas with a minimum width of 15 feet between them to minimize the perceived scale of the total field of stalls.

9. Off-site Parking Plan.

- A. All Off-site Parking Plans shall comply with the following standards:
- (1) A maximum of 150 feet of distance between parking and building entrances.

3.040 Large Sites

1. Developments of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to be designed per standards identified in Items A through G.
2. Developments over 20 acres are required to be designed per standards identified in Items A through H.
 - A. **Civic Space Required**
 - (1) A minimum of 10 percent of the total development area, after subtracting street right-of-ways, is required, meeting or exceeding standards per Item D (Standards and Formula for Dedication of Land) in Section 17.32.020 (Park Dedication).
 - (2) See Section 7 (Civic Space Types) for allowed types.
 - B. **Streets.**
 - (1) Streets are to be applied to create walkable neighborhoods with redundant routes for vehicular, bicycle, and pedestrian circulation.
 - (2) New streets are required to meet the standards in Roadway Standard Details of the City Council Resolution 07-10785, City Standard Details and Specifications.
 - C. **Alleys**
 - (1) Existing alleys may be removed if street access is provided to the design sites on those blocks in compliance with the access standards of the ODS zone.
 - (2) Alleys may be added in compliance with Roadway Standard Details of the City Council Resolution 07-10785, City Standard Details and Specifications and in compliance with Table 3.040.A (Block Size).
 - D. **External Connectivity**
 - (1) The arrangement of streets shall provide for the alignment and continuation of existing or proposed streets into adjoining lands where the adjoining lands are undeveloped and intended for future development, or where the adjoining lands are undeveloped and include opportunities for such connections.
 - (2) Street rights-of-way shall be extended to or along adjoining property boundaries to provide a roadway connection or street stub for development, in compliance with Table 3.040.A (Block Size), for each direction (north, south, east, and west) in which development abuts vacant land.
 - (3) Right-of-way stubs shall be identified and include a notation that all stubs are to connect with future streets on adjoining property and be designed to transition in compliance with Roadway Standard Details of the City Council Resolution 07-10785, City Standard Details and Specifications.
 - (4) New dead-end streets and cul-de-sacs are not allowed, except when the grade of the new street exceeds 15 percent.

E. **Block Size** (New Blocks and Blocks to be Modified)

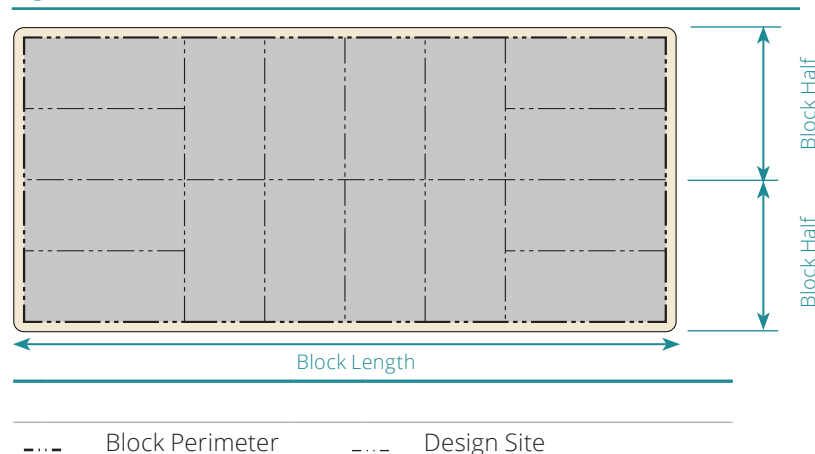
- (1) Individual block lengths and the total block perimeter shall be in compliance with the standards in Table 3.040.A (Block Size).
- (2) If a block contains multiple ODS zones, the most intense ODS zone is to be used to establish the standards for block size.
- (3) Blocks shall be a minimum width to result in two halves of developable design sites in compliance with the design site depth standards for the allowed building types in the ODS zone. A single half is allowed when adjoining an existing half-block.
- (4) Blocks may be uniquely shaped in compliance with the standards in Table 3.040.A (Block Size Standards).

Table 3.040.A: Block Size

Zone	Length	Perimeter	Length	Perimeter
	Without Passage		Passage Required ¹	
T3N	600' max.	2,000' max.	800' max.	2,400' max.
T4N	600' max.	2,000' max.	800' max.	2,400' max.
T4MS	450' max.	1,600' max.	N/A	N/A.
T5N	500' max.	1,800' max.	N/A	N/A
T5MS	450' max.	1,600' max.	N/A.	N/A

¹In compliance with the standards for a Passage in Subsection 7.060 (Passage)

Figure 3.040.1 Block Size



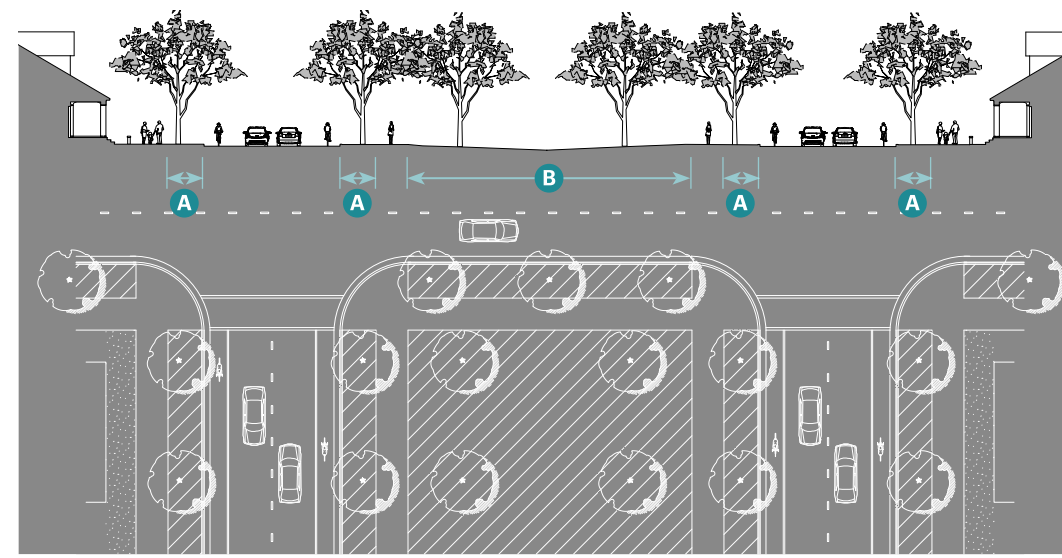
F. **Off-site Parking.** Off-site parking is allowed, per standards in Subsection 3.030 (Parking).

G. **Stormwater Management**

(1) Integrated Design

- (a) Stormwater management is required through a system that is integral to the streetscapes and/or the civic and open space(s) in the development.
- (b) The area(s) used for stormwater management is to be designed for both seasonal temporary on-site retention of stormwater and as public open space for the neighborhood(s) accessible to the public.
- (c) The stormwater management area(s) may connect with those of adjacent development(s).

Figure 3.040.2 Stormwater Management Diagram



-  Potential Area for Stormwater Management
-  Planted Swale
-  Civic Space Graded to also Accommodate Stormwater

H. Applying ODS zones for Developments over 20 acres

- (1) Developments shall apply at least two ODS zones using only the ODS zones established in Section 2 (Zone Standards) and in compliance with Table 3.040.B (Available Zones by General Plan Land Use Designation).
 - (a) Open sub-zones are allowed, but do not count as a second ODS zone.
- (2) Organization of zones.
 - (a) Low-intensity ODS zones (T3N, and T4N) shall be mapped around neighborhood streets, and open space.
 - (b) High-intensity ODS zones (T4MS, T5N, and T5MS) shall be mapped around a main street, civic or open space, transit stop, or civic building locations suitable for greater intensities.
 - (c) Transitions between zones shall occur within the block or across alleys along the adjacent prevailing slope.

Table 3.040.B: Available Zones by General Plan Land Use Designation

Zone	Land Use Designation														
	Residential		Downtown		Mixed Use					Commercial					
	MD	HD	MD	HD	CC	D	G	P/BP BART	Railroad Ave. SPA	D	C	M	PI	R	S
T3N	●	●	●	●					●				●		
T4N		●		●	●		●	●	●			●		●	●
T4MS						●				●	●				
T5N					●	●	●	●	●		●	●		●	●
T5MS						●			●	●	●				

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Section 4: Building Types

Subsections

4.010	Purpose
4.020	Building Types
4.030	Overview of Building Types
4.040	Duplex Side-by-Side
4.050	Duplex Stacked
4.060	Cottage Court
4.070	Multiplex Small
4.080	Multiplex Large
4.090	Townhouse
4.100	Courtyard Building Small
4.110	Courtyard Building Large
4.120	Main Street Building

4.010 Purpose

This Section provides the standards for development of individual building types to achieve the intended physical character of each zone, offer housing choices and affordable housing opportunities, and incubate small businesses as amenities within walkable neighborhoods.

4.020 Building Types

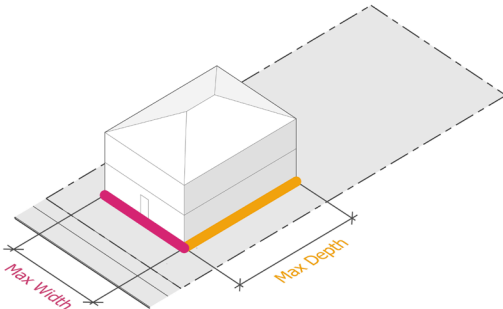
1. Building types are used to articulate size, scale, and intensity according to the intent of each zone.
2. Building types are categorized into two groups: House-Scale Buildings and Block-Scale Buildings. See Figure 4.020.1 (Example of House-Scale and Block-Scale Buildings) for reference.
 - A. **House-Scale Buildings.** Buildings that are the size of a house, typically ranging in footprint from as small as 25 feet up to 80 feet in width overall; and
 - B. **Block-Scale Buildings.** Buildings that are individually as large as most or all of a block or, when arranged together along a street, appear as long as most or all of a block.
3. The design site size standards for each building type are set in each zone to generate pedestrian-oriented buildings within the overall intended physical character of each zone. The design site size standard identifies the range of design site sizes on which the given building type is allowed to be built.
4. Certain building types have additional standards beyond the zone standards to further calibrate the type for its context.

5. Each design site shall have only one primary building type, except as follows, and in compliance with all standards:
 - A. The Cottage Court may consist of up to nine individual buildings. See Subsection 4.040 (Cottage Court);
 - B. More than one primary building type is allowed on a parcel that identifies proposed multiple design site lines that meet the standards of this Subsection. See Figure 4.020.2 (Example of Multiple Design Sites on One Parcel).
 - (1) Examples
 - (a) A parcel large enough to accommodate multiple design sites but smaller than the size of a block; or
 - (b) A parcel large enough to create one or more new blocks. See Subsection 3.050 (Large Sites) for standards.
6. On-site open space. The standards identify only the required type (private or common) and amount. For example, if the type only has standards for private open space, common open space is not required for that building type. The identified amount is for the entire building unless specified otherwise.
7. Parking may be designed as tuck-under, detached garage(s), podium or subterranean, in compliance with the zone standards for parking placement.
8. Wings are required to be smaller in size and height than the main body to visually reduce the overall size of a building. To further this objective, the standards specify the amount that wings are required to be offset from the main body so that their facades are not aligned.
9. The maximum number of units identified for each building type is dependent on the design site being large enough to accommodate the zone's standards (e.g., parking). These standards implement the Pittsburgh General Plan and do not allow more residential density than what is allowed by the applicable General Plan Land Use category.
10. Individual designs may vary from the diagrams for each building type in compliance with the standards of this Section.
11. New buildings and their improvements are subject to the City's local standards for Fire Safety and Building Safety.

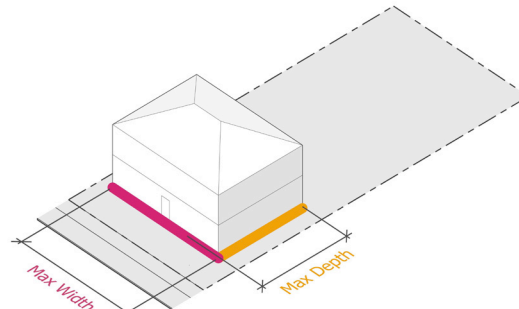
Figure 4.020.1 Example of House-Scale and Block-Scale Buildings

House-Scale Buildings

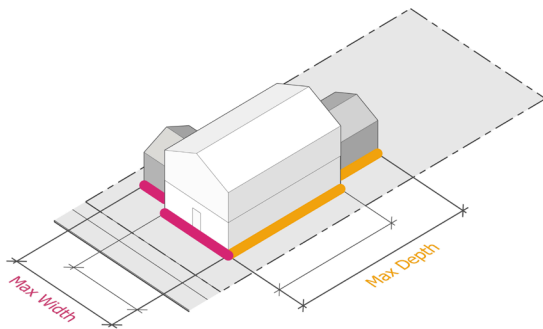
Main body only



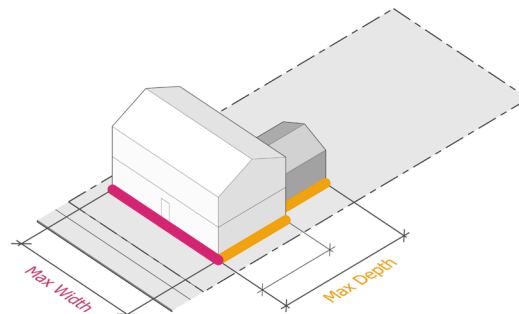
Main body only



Main body with side and rear wings



Main body with rear wing



Block-Scale Buildings

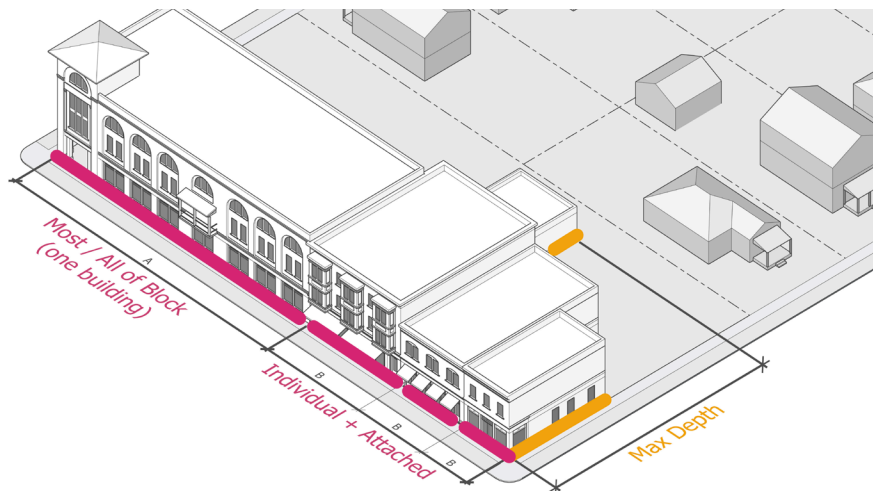
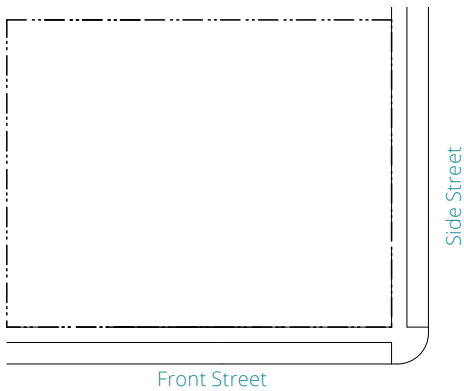
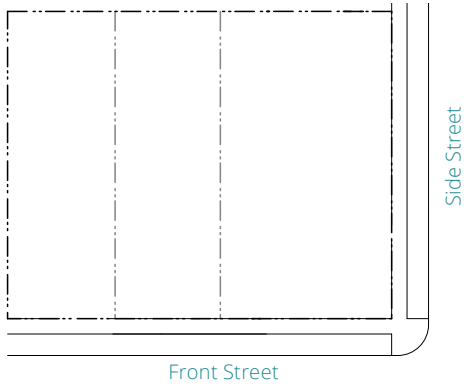


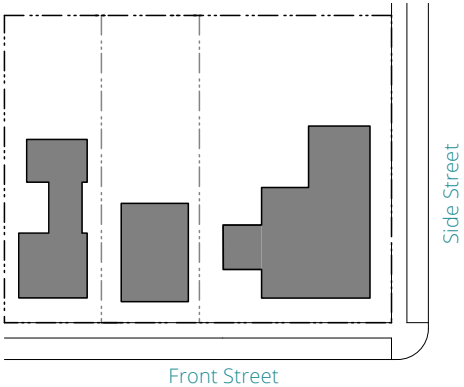
Figure 4.020.2 Example of Multiple Design Sites on One Parcel



One parcel



One parcel proposed for three design sites. Each design site is sized in compliance with the width and depth standards in Table C (Building Types and Design Site Size) of the ODS zone.



One parcel with three resulting primary buildings in compliance with required setbacks. Individual design sites are not required to be recorded as new parcels.

Larger examples of this approach are parcels that are large enough to make new block(s). See Subsection 3.050 (Large Sites) for standards.

Key

- - - Parcel Line
- - - Design Site Line
- Primary Building Type

4.030 Overview of Building Types

Table 4.030.A (Building Types Overview) provides an overview of the allowed building types in each zone. The names of the building types are not intended to limit uses within a building type. For example, a Duplex may have non-residential uses within it as allowed by the zone. See referenced Subsection(s) for standards.

Table 4.030.A: Overview of Building Types

Private Frontage Type	Specific Standards	Zones				
		T3N	T4N	T4MS	T5N	T5MS
Duplex Side-by-Side	4.040	P	X	X	X	X
Duplex Stacked	4.050	P	X	X	X	X
Cottage Court	4.060	P	X	X	X	X
Multiplex Small	4.070	X	P	X	X	X
Multiplex Large	4.080	X	X	X	P	X
Townhouse	4.090	P	P	P	P	X
Courtyard Building Small	4.100	X	P	P	X	X
Courtyard Building Large	4.110	X	X	X	P	P
Main Street Building	4.120	X	X	P	X	P

Key P = Allowed O = Allowed Only in Open Sub-Zone or Side Street X = Not Allowed

4.040 Duplex Side-by-Side



Example of Duplex Side-by-Side

Table 4.040.A Description

A small-to-medium-sized, detached, House-Scale Building with small-to-medium setbacks and a rear setback. The building consists of two side-by-side units, both facing the street and within a single building massing. The type has the appearance of a single-unit house and is scaled to fit within lower-intensity neighborhoods.

Table 4.040.B Number of Units

Units per Building	2 max.
Buildings per Design Site	1 max.



Example of Duplex Side-by-Side



Example of Duplex Side-by-Side

General Note: Photos on this page are illustrative, not regulatory.

Table 4.040.C Building Size and Massing**Height**

Stories 2.5 max.

Main Body¹

Width 48' max. **(A)**

Depth 36' max. **(B)**

Wing(s)¹

Width 15' max. **(C)**

Depth 24' max. **(D)**

Separation between Wings 10' min. **(E)**

Offset from Main Body facade along Front Street, Side Street, or Civic Space 5' min. if 2 stories; 0' min. if 1 story **(E)**

¹ In compliance with Table E (Building Placement) of the ODS zone

Table 4.040.D Pedestrian Access

Main Entrance Location Front Street² **(F)**

Each unit shall have an entry facing the street on or within 15' of the front facade.

² On corner design sites, each unit shall front a different street.

Table 4.040.E Vehicle Access and Parking

Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone. **(G)**

Table 4.040.F Open Space**Common Open Space**

Width 15' min. **(H)**

Depth 15' min. **(H)**

Required setbacks and driveways do not count toward open yard.

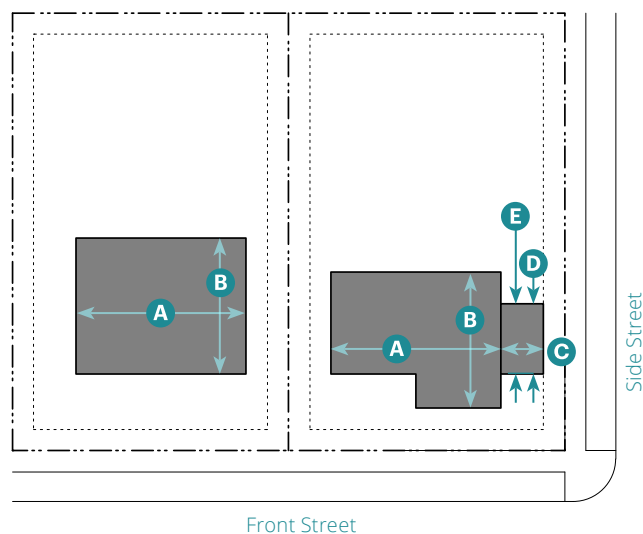
Required open space shall be located behind the main body of the building.

Table 4.040.G Miscellaneous**Fencing**

Fencing only allowed around or between individual buildings and shall not exceed 36" in height.

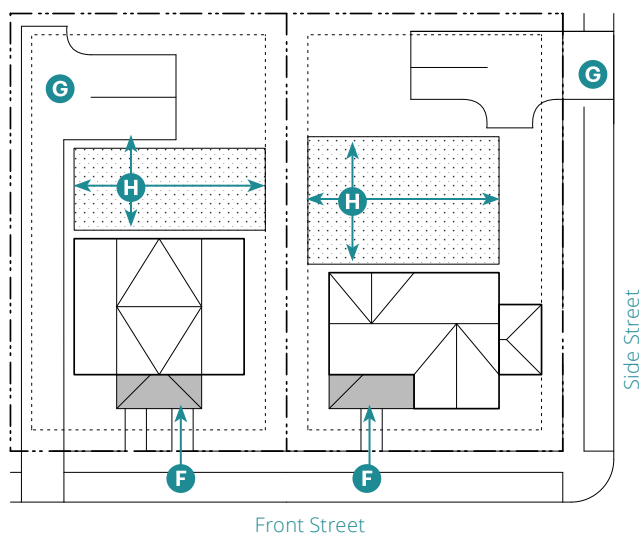
Visibility shall be maintained through the fencing.

Alley access required if alley exists

**Key**

- ROW/ Design Site Line
- Building Setback Line
- Building

Alley access required if alley exists

**Key**

- ROW/ Design Site Line
- Building Setback Line
- Frontage
- ▨ Common Open Spaces

4.050 Duplex Stacked



Example of Duplex Stacked

Table 4.050.A Description

A small-to-medium-sized, detached, House-Scale Building with small-to-medium setbacks and a rear setback. The building consists of two stacked units, both facing the street and within a single building massing. The type has the appearance of a single-unit house and is scaled to fit within lower-intensity neighborhoods..

Table 4.050.B Number of Units

Units per Building	2 max.
Buildings per Design Site	1 max.



Example of Duplex Stacked



Example of Duplex Stacked

General Note: Photos on this page are illustrative, not regulatory.

Table 4.050.C Building Size and Massing

Height	
Stories	2.5 max.
Main Body ¹	
Width	36' max. (A)
Depth	48' max. (B)
Wing(s) ¹	
Width	15' max. (C)
Depth	24' max. (D)
Separation between Wings	10' min. (E)
Offset from Main Body facade along Front Street, Side Street, or Civic Space	5' min. if 2 stories; 0' min. if 1 story

¹ In compliance with Table E (Building Placement) of the ODS zone

Table 4.050.D Pedestrian Access

Main Entrance Location	Front Street ²	(F)
------------------------	---------------------------	------------

Each unit shall have an entry facing the street on or within 15' of the front facade.

² On corner design sites, each unit shall front a different street.

Table 4.050.E Vehicle Access and Parking

Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	(G)
---	------------

Table 4.050.F Open Space

Common Open Space	
Width	15' min. (H)
Depth	15' min. (H)

Required setbacks and driveways do not count toward open space.

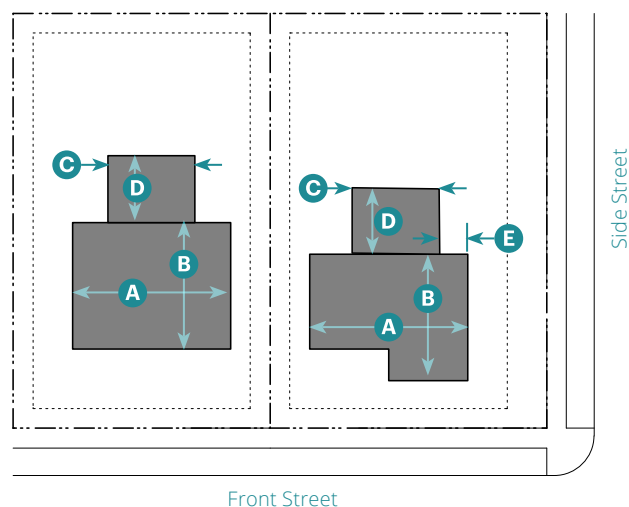
Required open space shall be located behind the main body of the building.

Table 4.050.G Miscellaneous**Fencing**

Fencing only allowed around or between individual buildings and shall not exceed 36" in height.

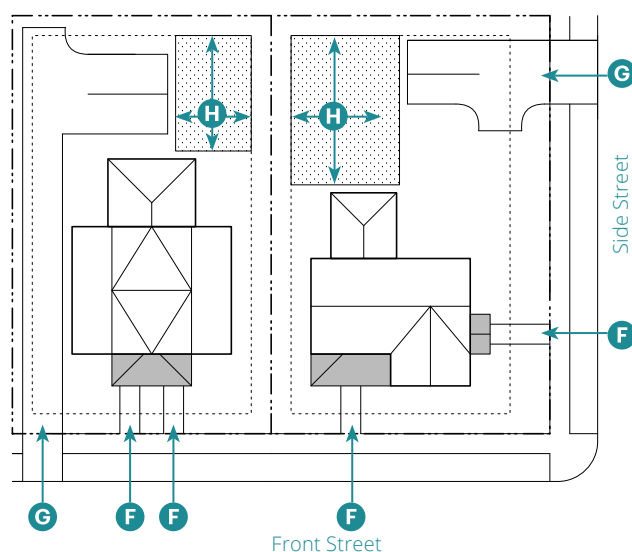
Visibility shall be maintained through the fencing.

Alley access required if alley exists

**Key**

- ROW/ Design Site Line
- Building Setback Line
- Building

Alley access required if alley exists

**Key**

- ROW/ Design Site Line
- Building Setback Line
- Frontage
- ▨ Common Open Spaces

4.060 Cottage Court



Example of Cottage Court

Table 4.060.A Description

A group of three to nine small, detached, House-Scale Buildings arranged to define a shared court open to and visible from the street. The shared court is common open space becoming an important community-enhancing element. The type is scaled to fit within low-to-moderate-intensity neighborhoods and in non-residential contexts.

Synonym: Bungalow Court

Table 4.060.B Number of Units

Units per Cottage	1 max.
Cottages per Design Site	3 min.; 9 max.



Example of Cottage Court



Example of Cottage Court

General Note: Photos on this page are illustrative, not regulatory.

Table 4.060.C Building Size and Massing**Height**

Stories 1.5 max.

Main BodyWidth 32' max. **(A)**Depth 32' max. **(B)**Separation between Cottages 7' min. **(C)****Table 4.060.D Pedestrian Access**Shared court shall be accessible from front street. **(D)**Pedestrian Path Setbacks from Building Entrance 6' min. **(E)**

Main entrance to units required from shared court.

Units on a corner may enter from the side street.

Pedestrian connections shall connect all buildings to the public ROW, shared court, and parking areas.

Table 4.060.E Vehicle Access and ParkingDriveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone. **(F)**

Spaces may be individually accessible by the units and/or common parking area(s) at rear or side of design site.

Table 4.060.F Open Space**Common Open Space**Width 15' min. **(G)**Depth 60' min. (3-4 units) **(H)**

70' min. (5-9 units)

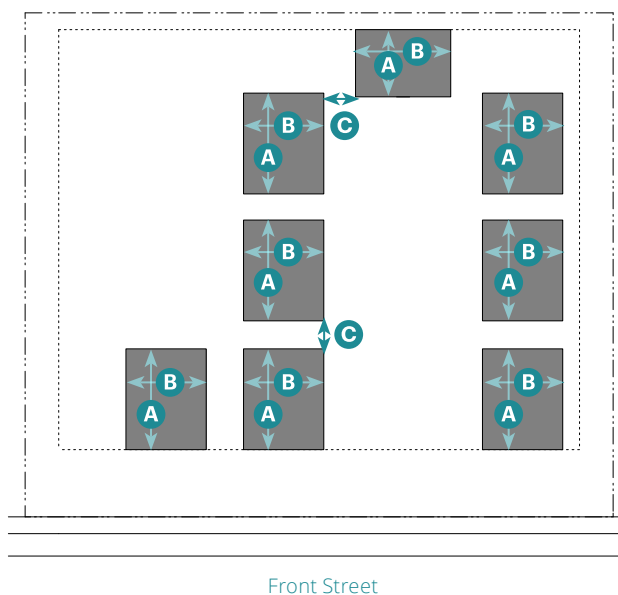
Required setbacks and driveways do not count toward open space.

Table 4.060.G Miscellaneous**Fencing**

Fencing only allowed around or between individual buildings and shall not exceed 36" in height.

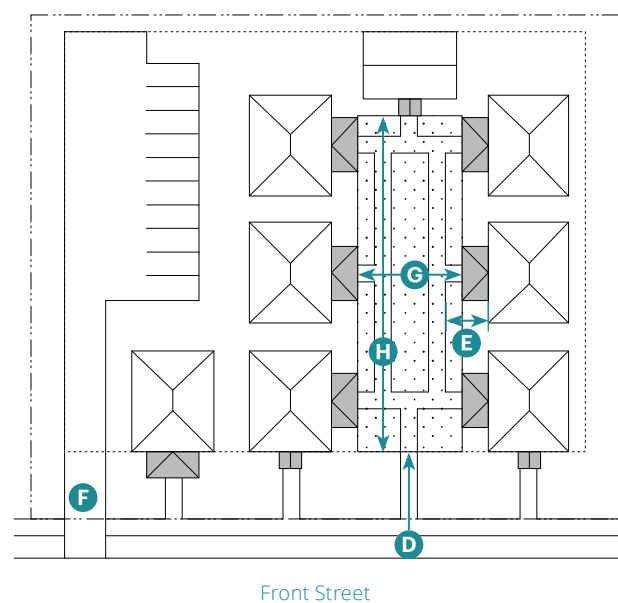
Visibility shall be maintained through the fencing.

Alley access required if alley exists

**Key**

- ROW/ Design Site Line
- Building Setback Line
- Building

Alley access required if alley exists

**Key**

- ROW/ Design Site Line
- Building Setback Line
- Frontage
- ▨ Common Open Spaces

4.070 Multiplex Small



Example of Multiplex Small

Table 4.070.A Description

A small-to-medium-sized, detached, House-Scale Building that consists of three to six side-by-side and/or stacked units, typically with one shared entry or individual entries along the front. The type has the appearance of a medium-sized, single-unit house and is scaled to fit within low- to moderate-intensity neighborhoods.

Table 4.070.B Number of Units

Units per Building	3 min.; 6 max.
Buildings per Design Site	1 max.



Example of Multiplex Small



Example of Multiplex Small

General Note: Photos on this page are illustrative, not regulatory.

Table 4.070.C Building Size and Massing**Height**

Stories 3 max.

Main BodyWidth 48' max. **(A)**Depth 48' max. **(B)****Wing(s)¹**Width 20' max. **(C)**Depth 20' max. **(D)**

Separation between Wings 15' min.

Offset from Main Body 5' min. **(E)**¹Height is limited to 1 story less than main body and 10' less to highest eave/parapet.**Table 4.070.D Pedestrian Access**Main Entrance Location Front Street **(E)**

Each unit may have an individual entry.

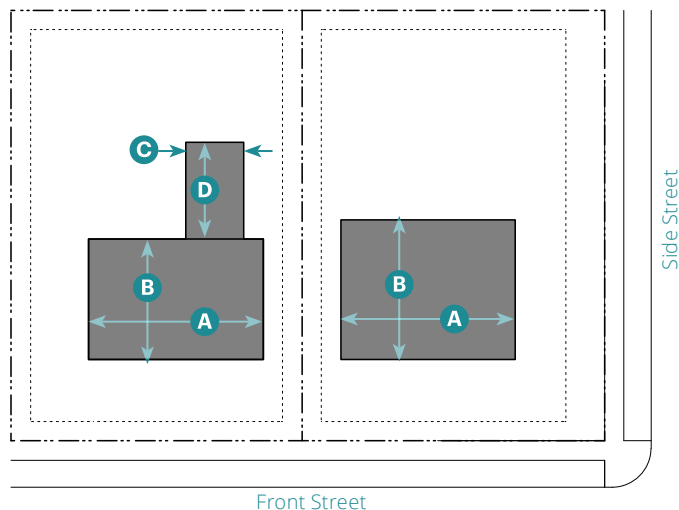
Table 4.070.E Vehicle Access and ParkingDriveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone. **(F)****Table 4.070.F Open Space****Common Open Space²**Width 15' min. **(G)**Depth 15' min. **(H)**

Required setbacks and driveways do not count toward open space.

Required common open space shall be located behind the main body of the building.

²Common open space is not required if the building is within 800' of public open space

Alley access required if alley exists

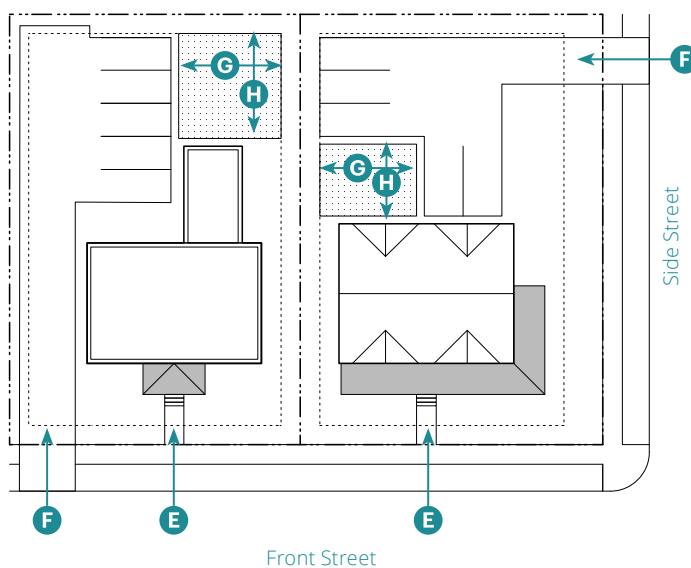
**Key**

--- ROW/ Design Site Line

■ Building

..... Building Setback Line

Alley access required if alley exists

**Key**

--- ROW/ Design Site Line

■ Frontage

..... Building Setback Line

□ Private Open Space

4.080 Multiplex Large



Example of Multiplex

Table 4.080.A Description

A medium-to-large-sized, detached, House-Scale Building that consists of seven to 12 side-by-side and/or stacked units, typically with one shared entry. The type is scaled to fit within moderate-intensity neighborhoods.

Synonym: Mansion Apartment

Table 4.080.B Number of Units

Units per Building	7 min.; 12 max.
Buildings per Design Site	1 max.



Example of Multiplex



Example of Multiplex

General Note: Photos on this page are illustrative, not regulatory.

Table 4.080.C Building Size and Massing

Height	T5N
Stories	3.5 max.
Main Body¹	
Width	60' max. (A)
Depth	60' max. (B)
Wing(s)¹	
Width	30' max. (C)
Depth	30' max. (D)
Separation between Wings	15' min.
Offset from Main Body	5' min. (E)

¹Height is limited to 1 story less than main body and 10' less to highest eave/parapet.

Table 4.080.D Pedestrian Access

Main Entrance Location	Front Street (E)
------------------------	-------------------------

Units located in the main body shall be accessed by a common entry along the front street.

On corner design sites, units in a wing may enter from the side street.

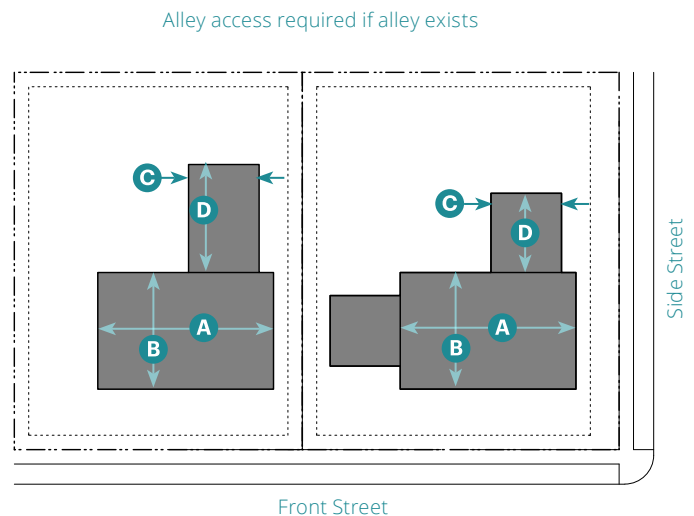
Table 4.080.E Vehicle Access and Parking

Driveway and parking location shall comply with	(F)
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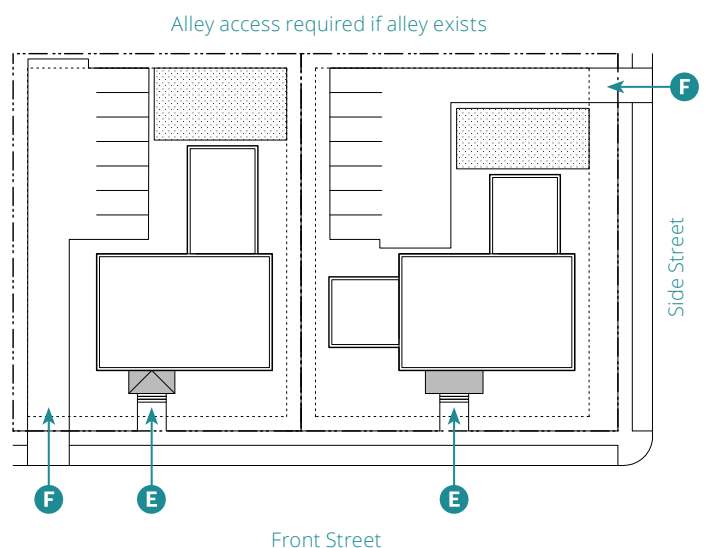
standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.

Table 4.080.F Open Space

Common or Private open space is not required.

**Key**

- ROW/ Design Site Line
- Building Setback Line
- Building

**Key**

- ROW/ Design Site Line
- Building Setback Line
- Frontage
- Private Open Space

4.090 Townhouse



Example of Neighborhood Townhouse

Table 4.090.A Description

A small-sized, typically attached, House-Scaled or Block-Scaled Building with a rear setback. Each Townhouse consists of one unit. As allowed by the zone, the type may also be detached with minimal separations between buildings. The type is typically located within low-to-moderate-intensity neighborhoods.

Synonym: Rowhouse

Table 4.090.B Number of Units

House-Scale	T3N/T4N
Units per Townhouse	1 max.
Townhouses per Design Site	1 max.
Townhouses per Run	2 min.; 5 max.
Block-Scale	T4MS/T5N
Units per Townhouse	3 max.
Townhouses per Design Site	1 max.
Townhouses per Run	4 min.; 8 max.



Example of Neighborhood Townhouse



Example of Neighborhood Townhouse

General Note: Photos on this page are illustrative, not regulatory.

Table 4.090.C Building Size and Massing

Height	T3N/T4N	T4MS/T5N
Stories	_____ 3 max. _____	
Main Body ¹		
Width per Townhouse	—18' min.; 25' max.—	A
Depth per Townhouse	_____ 50' max. _____	B
Width per Run	125' max.	200' max. C
Wing(s) ¹		
Width	14' max.	14' max. D
Depth	14' max.	14' max. E
Separation between Wings	_____ 10' min. _____	F

¹ Height is limited to 1 story less than main body and 10' less to highest eave/parapet.

Table 4.090.D Pedestrian Access

Main Entrance Location	Front Street	G
------------------------	--------------	----------

Each unit shall have an individual entry facing a street.

Table 4.090.E Vehicle Access and Parking

Driveway and parking location shall comply with	H
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standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.

Table 4.090.F Open Space

Private Open Space		
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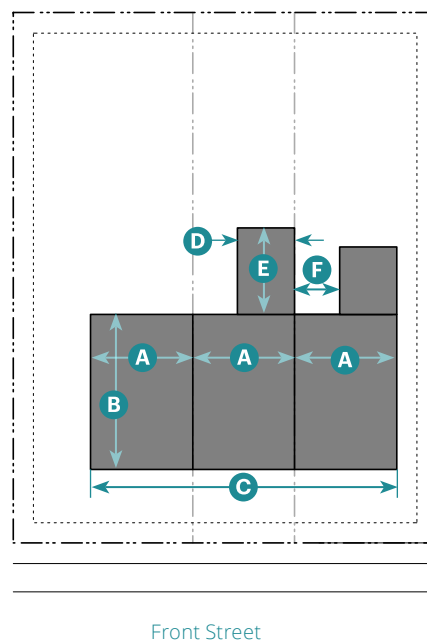
Width	8' min.	I
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Depth	8' min.	I
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Required setbacks and driveways do not count toward open space.

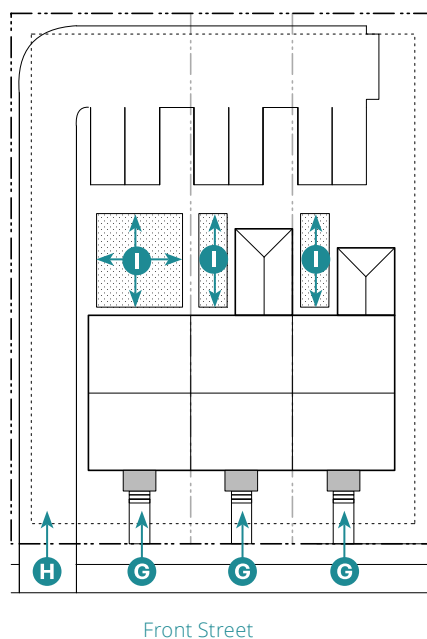
Required private open space shall be located behind the main body of the building.

Alley access required if alley exists

**Key**

- ROW/ Design Site Line
- Building Setback Line
- Building

Alley access required if alley exists

**Key**

- ROW/ Design Site Line
- Building Setback Line
- Frontage
- Private Open Space

4.100 Courtyard Building Small



Example of Neighborhood Courtyard

Table 4.100.A Description

A detached, House-Scale Building that consists of up to 16 attached and/or stacked units, accessed from a shared courtyard. The shared court is common open space and takes the place of a rear setback. The type is typically integrated as a small portion of lower-intensity neighborhoods or more consistently into moderate-intensity neighborhoods.

Synonym: Courtyard Apartment

Table 4.100.B Number of Units

Units per Building	10 min.; 16 max.
Buildings per Design Site	1 max.



Example of Neighborhood Courtyard



Example of Neighborhood Courtyard

General Note: Photos on this page are illustrative, not regulatory.

Table 4.100.C Building Size and Massing

Height

Stories 3 max.

Main Body¹

Width 100' max.

A

Depth 100' max.

B

Table 4.100.D Pedestrian Access

Main Entrance Location¹ Courtyard or Street

C

¹ The main entry of ground floor units shall be directly off of a courtyard or street, whichever is closer.

Table 4.100.E Vehicle Access and Parking

Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.

D

Table 4.100.F Open Space

Common Open Space

L-shaped U-shaped

Width 20' min. 25' min.

E

Depth 30' min. 50' min.

F

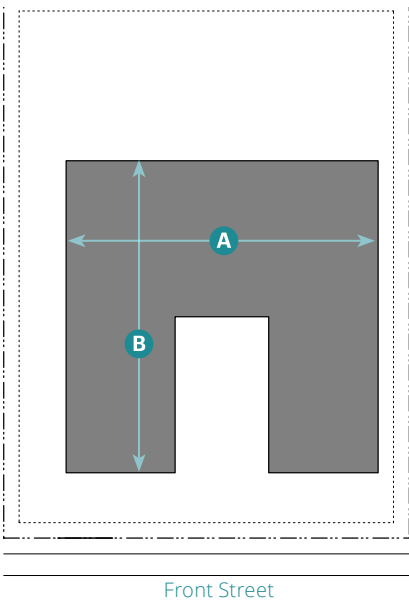
Courtyard(s) shall be accessible from the front street.

Multiple courtyards are required to be connected via a Passage through or between buildings.

Building shall define at least three walls of the courtyard.

Front of courtyard not defined by building shall be defined by 2'-6" to 5' tall wall with entry gate/door.

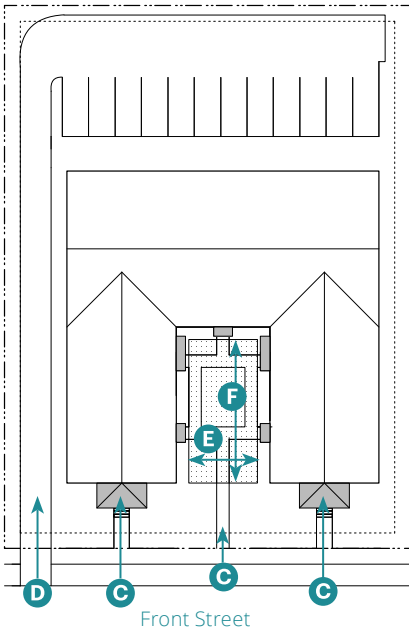
Alley access required if alley exists



Key

- ROW/ Design Site Line
- Building Setback Line
- Building

Alley access required if alley exists



Key

- ROW/ Design Site Line
- Building Setback Line
- Frontage
- Private Open Space

4.110 Courtyard Building Large



Example of Neighborhood Courtyard

Table 4.110.A Description

A detached, House-Scale Building that consists of up to 24 attached and/or stacked units, accessed from a shared courtyard. The shared court is common open space and takes the place of a rear setback. The type is typically integrated as a small portion of lower-intensity neighborhoods or more consistently into moderate-intensity neighborhoods.

Synonym: Courtyard Apartment

Table 4.110.B Number of Units

Units per Building 18 min.; 24 max.

Buildings per Design Site 1 max.



Example of Neighborhood Courtyard



Example of Neighborhood Courtyard

General Note: Photos on this page are illustrative, not regulatory.

Table 4.110.C Building Size and Massing**Height**

Stories 5 max.

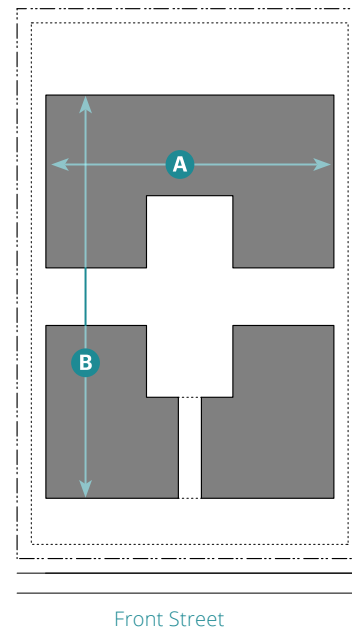
Main Body¹Width 120' max. **(A)**Depth 150' max. **(B)****Table 4.110.D Pedestrian Access**Main Entrance Location¹ Courtyard or Street **(C)**¹ The main entry of ground floor units shall be directly off of a courtyard or street, whichever is closer.**Table 4.110.E Vehicle Access and Parking**Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone. **(D)****Table 4.110.F Open Space****Common Open Space**Width 30' min. **(E)**Depth 50' min. **(F)**

Courtyard(s) shall be accessible from the front street.

Multiple courtyards are required to be connected via a Passage through or between buildings.

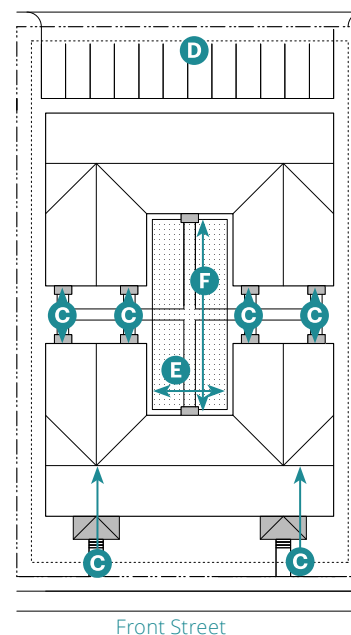
Building shall define at least three walls of the courtyard.

Alley access required if alley exists

**Key**

- ROW/ Design Site Line
- Building Setback Line
- Building

Alley access required if alley exists

**Key**

- ROW/ Design Site Line
- Building Setback Line
- Frontage
- Private Open Space

4.120 Main Street Building



Example of Main Street Building

Table 4.120.A Description

A small-to-large-sized, Block-Scale Building, typically attached, but may be detached. The type is intended to provide a vertical mix of uses with ground-floor retail, office, or service uses and upper-floor service or residential uses. The type makes up the primary component of neighborhood and downtown main streets, therefore being a key component to providing walkability.

Table 4.120.B Number of Units

Units per Building	Unrestricted
Buildings per Design Site	1 max.



Example of Main Street Building



Example of Main Street Building

General Note: Photos on this page are illustrative, not regulatory.

Table 4.120.C Building Size and Massing

Height	T4MS	T5MS
Stories	3 max.	5 max.
Main Body		
Width	100' max.	200' max. A
Depth	100' max.	200' max. B

Table 4.120.D Pedestrian Access

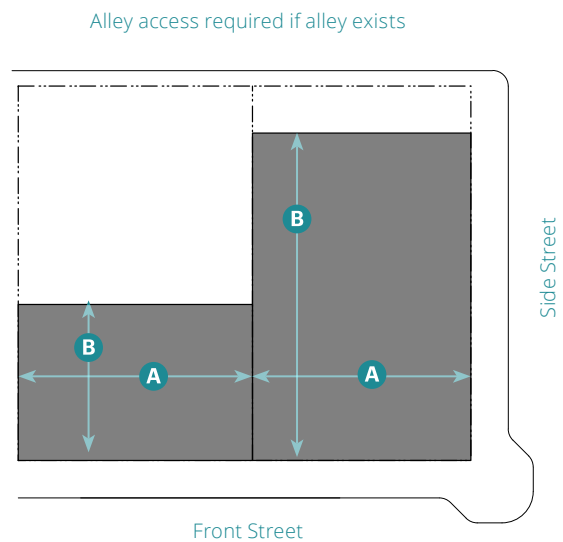
Distance between Entries to	40' max.
Ground Floor Shops	
Upper floor units shall be accessed by a common entry along the front or side street.	
Ground floor shops shall have individual entries along the front or side street.	C
Ground floor units allowed along side streets are required to be at least 30' from the front street.	D

Table 4.120.E Vehicle Access and Parking

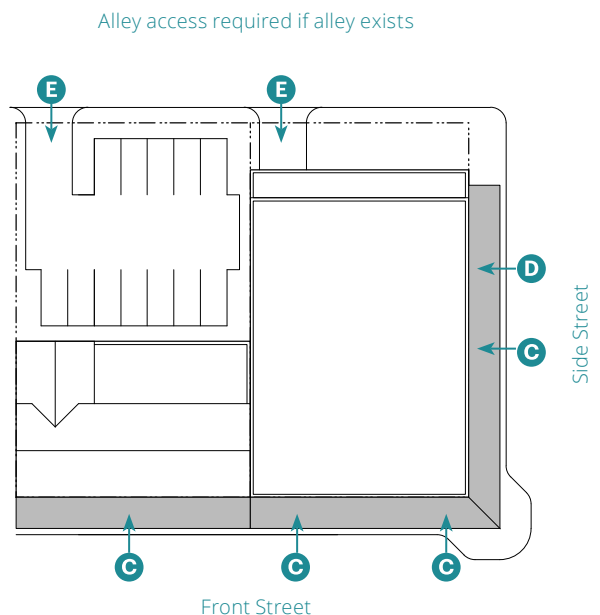
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	E
---	----------

Table 4.120.F Open Space

Common or private open space is not required.

**Key**

--- ROW/ Design Site Line	■ Building
----- Building Setback Line	

**Key**

--- ROW/ Design Site Line	■ Frontage
----- Building Setback Line	□ Private Open Space

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Section 5: Massing and Facade Articulation Standards

Subsections:

- 5.010 Purpose
- 5.020 Overview of Façade and Design Standards
- 5.030 Massing and Composition
- 5.040 Tripartite Facade Articulation
- 5.050 Architectural Recession(s)
- 5.060 Windows and Openings

5.010 Purpose

This Section provides standards intended to promote a pedestrian-scaled built environment by reducing the perceived mass of large buildings while allowing for creativity and innovation.

5.020 Overview of Façade and Design Standards

Table 5.020.A (Massing and Facade Articulation Standards Overview) provides an overview of the standards.

Table 5.020.A: Massing and Facade Articulation Standards Overview				
Standard	Building Length ¹			
	< 75'	75' to <100'	100'to <150'	≥150'
5.030 (Massing and Composition)	N	R	R	R
5.040 (Tripartite Facade Articulation)	N	R	R	R
5.050 (Architectural Recession(s))	N	N	R	R
5.060 (Windows and Openings)	N	N	R	R

¹ Building length includes main body and wings, as measured along street or civic space.

Key	R = Required	N = Not Required	A = Allowed	- = Not Allowed
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5.030

Massing and Composition

Table 5.030.A Description
Standards for the articulation of building facades to ensure that new development is harmonious in scale with existing development.
Table 5.030.B Applicability
Buildings ≥75' long
Table 5.030.C General Character
New facades and facade modifications along a street or civic space shall be designed to appear as multiple buildings no greater than 75' in length and not repeating the same massing and composition.
Building facades shall be arranged in an orderly composition of window bays/ openings based on prevalent patterns of 3, 5 or 7 bays.
Facades shall be designed in an orderly symmetrical or asymmetrical composition.
The pattern shall be visually expressed through the spacing of openings, physical recesses, projections or other techniques.
The pattern may include the ground floor and its mezzanine.

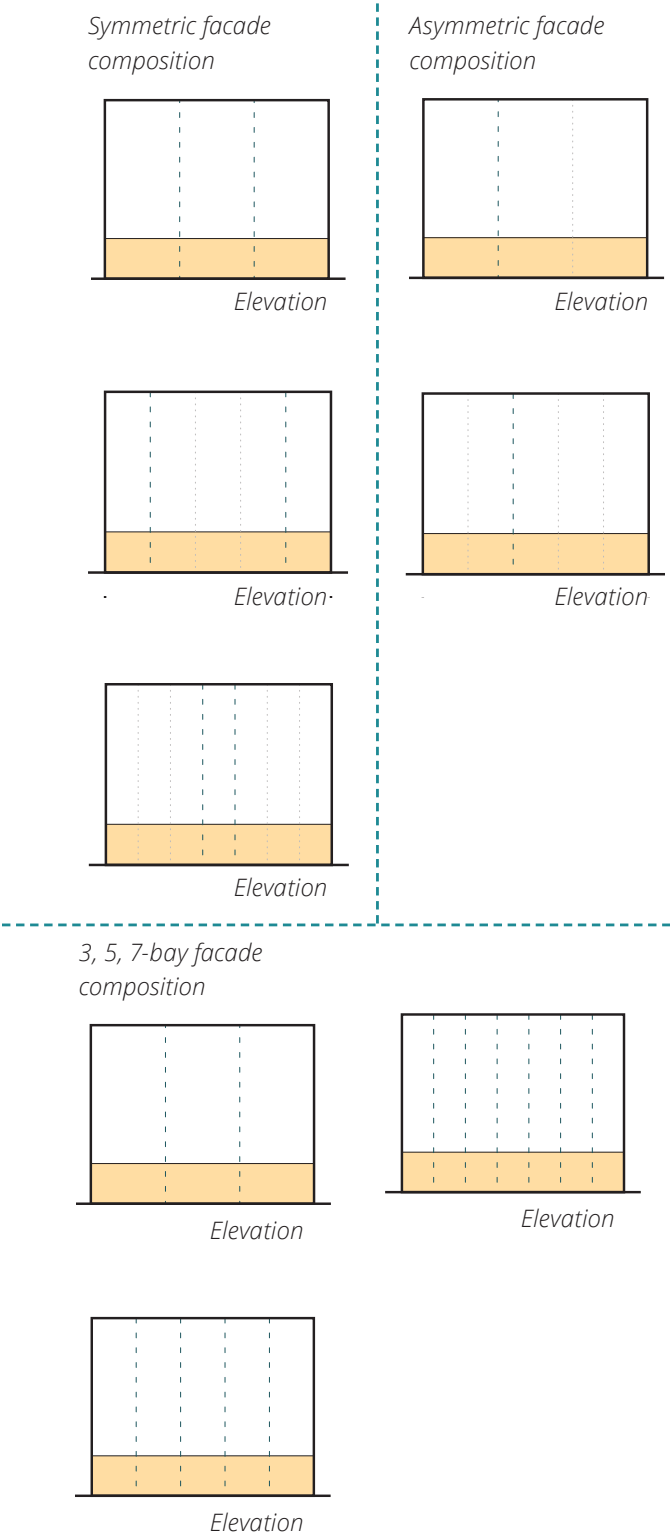


Figure 5.030.A: Diagram of Massing and Composition

5.040 Tripartite Facade Articulation

Table 5.040.A Description

This Subsection prescribes standards for the articulation of building facades to maintain visual quality. For new building facades, tripartite articulation is required, which is a method of visually organizing a building facade into three sections: a base, a middle and a top.

Table 5.040.B Applicability

Buildings $\geq 75'$ long

Table 5.040.C General Character

Combinations of colors, materials, and massing may be used to visually express a base, middle, and top.

New facades and facade modifications along a street or civic space shall be designed to visually express a base, middle, and top:

Building Base. The base shall be a minimum of one story **A** in height. For buildings taller than 3 stories the base may be up to 2-stories tall.

Building Middle. The middle shall be a minimum of one-story **B** in height.

Building Top. The top may include multiple stories **C** including building stepbacks but should not exceed the height of the building's middle. Parapets, cornices and entablatures may be used to articulate the top.

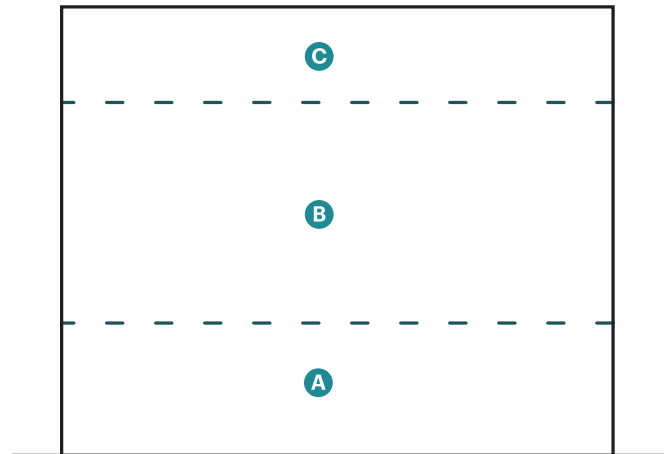


Figure 5.040.A: Diagram of Tripartite Facade Articulation

5.050 Architectural Recession(s)

Table 5.050.A Description

New facades and renovations along a street or civic space shall be designed to modulate the apparent size and scale of a building by recessing a portion(s) of the facade. Recessions shall be articulated using one or more frontage types to create a semi-public space, such as a forecourt or dooryard.

Table 5.050.B Applicability

Buildings ≥100' long

Table 5.050.C General Character

Frequency	Minimum one recession every 75' in facade length	A
Width	10' min.	B
Depth	10' min.	C

If ground floor is recessed, recession shall extend from ground to sky

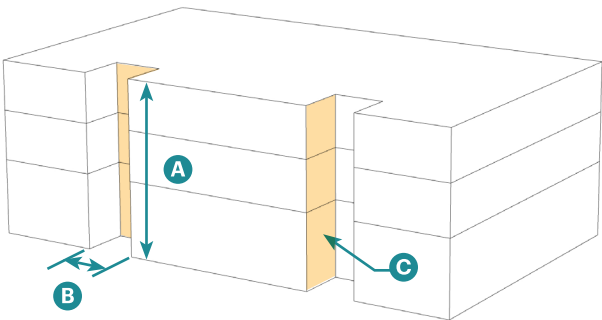


Figure 5.050.A: Diagram of Architectural Recessions

5.060 Windows and Openings

Table 5.060.A Description

This Subsection describes standards for the composition of window bays and openings.

Table 5.060.B Applicability

Buildings $\geq 100'$ long

Table 5.060.C General Character

New facades and facade modifications shall be designed to include an orderly composition of window bays and openings.

All building facades shall be designed to include square- or vertically-oriented windows and openings, including groupings of windows and openings, coordinated with the building facade composition as per Subsection 5.03 (Massing and Composition).

Location of balconies when used should be coordinated with windows and doors on the facade, and with the composition of bays on the building facade.

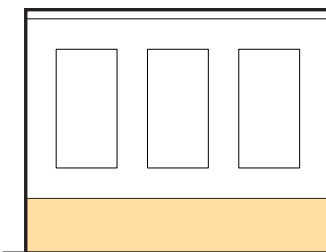
Buildings at least 100' in length along the street are required to include projected or recessed window bays.

Bay windows shall have either a square or a chamfer profile.

Square profile bay window



Elevation



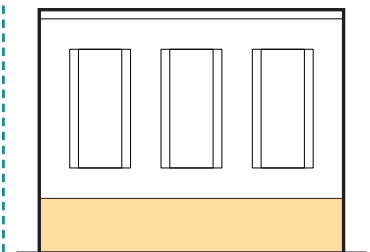
Plan



Chamfer profile bay window



Elevation



Plan



Figure 5.060.A: Diagram of Windows and Openings

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Section 6: Frontage Types

Subsections:

6.010	Purpose
6.020	Frontage Types
6.030	Overview of Frontage Types
6.040	Porch Projecting
6.050	Porch Engaged
6.060	Dooryard
6.070	Stoop
6.080	Forecourt
6.090	Shopfront
6.100	Terrace
6.110	Gallery

6.010 Purpose

This Section provides the standards for frontage types. Frontages are the components of a building that provide the transition and interface between the public realm (street and sidewalk) and the private realm (setback or building).

6.020 Frontage Types

1. The names of the frontage types indicate their particular configuration or function and are not intended to limit uses within the associated building. For example, a Porch may be used by non-residential uses including, but not limited to, a restaurant or office, as allowed by the zone.
2. Each building is required to include at least one private frontage type along the front street or adjacent civic space. Buildings with entries along a side street are required to include at least one private frontage type on those facades. The Cottage Court Building Type is only required to have frontages facing the court.
3. The habitable space on ground floor along front facade with a minimum depth as identified in Table D (Building Form) of the ODS zone, is required to be habitable/occupiable space in compliance with this Subsection.
4. Accessibility is provided through the allowed private frontage types for each zone. This requirement does not apply when base floor elevation (BFE) exceeds three feet from existing grade.
5. Private frontage types not listed in Table F (Frontages) of the ODS zone are not allowed in that zone.
6. Each building may have multiple private frontage types in compliance with the allowed types in Table F (Frontages) of the ODS zone.
7. Each private frontage type shall be located in compliance with the facade zone per Table E (Building Placement) of the ODS zone.
8. Standards are stated for the front and side street facades of a design site.

9. In addition to the ODS zone's standards, each private frontage is further refined through these standards to calibrate the type for its context.

6.030 Overview of Frontage Types

Table 6.030.A (Overview of Frontage Types) provides a summary of the allowed private frontage types in each ODS zone. See referenced Subsection(s) for standards.

Table 6.030.A: Overview of Frontage Types						
Private Frontage Type	Specific Standards	Zones				
		T3N	T4N	T4MS	T5N	T5MS
Porch Projecting	6.040	P	P	X	X	X
Porch Engaged	6.050	P	P	X	X	X
Dooryard	6.060	P	P	P	P	P
Stoop	6.070	P	P	P	P	X
Forecourt	6.080	X	X	P	P	P
Shopfront	6.090	X	X	P	X	P
Terrace	6.100	X	X	P	P	P
Gallery	6.110	X	X	P	X	P

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6.040 Porch Projecting

Table 6.040.A Description

The main facade of the building is set back from the front design site line with a covered structure encroaching into the front setback. The resulting setback area may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories, is open on three sides, with all habitable space located behind the building setback line.

Table 6.040.B Size

Width, Clear	15' min. ¹	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Stories	2 stories max.	
Finish Level above Sidewalk	1' min. ²	D
Pedestrian Access Width	3' min.	E

¹ Reduce to 8' min. and maximum 1 story when applied to Cottage Court Building Type

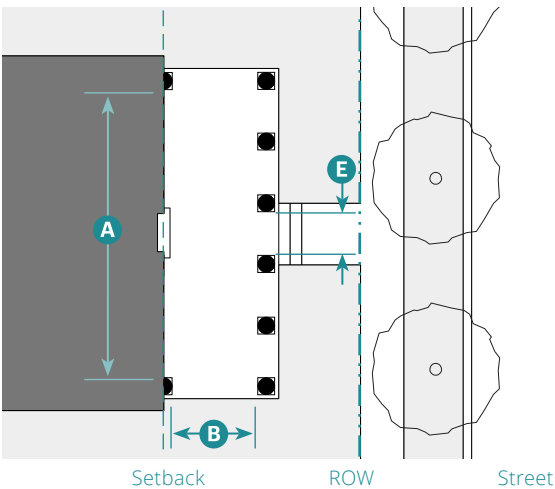
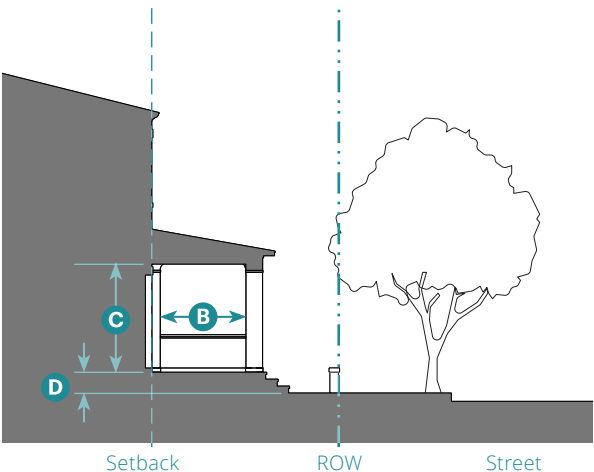
² Common entries may be set at grade per local and federal accessibility standards.

Table 6.040.C Miscellaneous

Porch shall be open on three sides and have a roof. Clear glass may be installed between the porch columns if the minimum size of individual panes is 1'.



Example of a Projecting Porch



Key

--- ROW/ Design Site Line - - - - - Setback Line

6.050 Porch Engaged

Table 6.050.A Description

A portion of the main facade of the building projects into the front setback to create an area for a covered structure that projects from the rest of the facade that is set back. The resulting yard may be defined by a fence or hedge to spatially define the edge of the street. The Porch may be one or two stories and may have two or three adjacent sides that are engaged to the building with at least one side open.

Table 6.050.B Size

Width, Clear	15' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Stories	2 stories max.	
Finish Level above Sidewalk	1' min. ¹	D
Pedestrian Access Width	3' min.	E
Encroachment area of building facade		
Depth	6' max.	F
Width ²	1/3 min. of overall building facade.	G

¹ Common entries may be set at grade per local and federal accessibility standards.

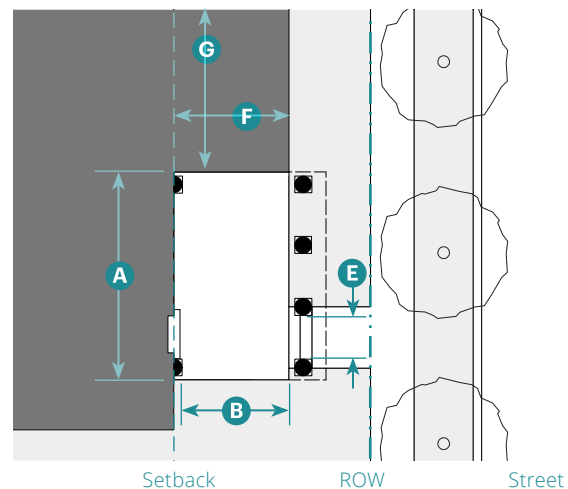
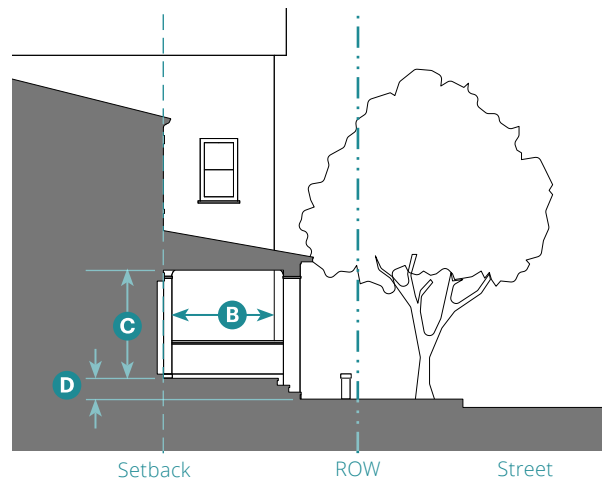
² Encroachment width may not exceed width of Porch (A).

Table 6.050.C Miscellaneous

Porch shall be open on two sides and have a roof. Clear glass may be installed between the porch columns if the minimum size of individual panes is 1'.



Example of an Engaged Porch



Key

--- ROW/ Design Site Line

--- Setback Line

6.060 Dooryard

Table 6.060.A Description

The main facade of the building is set back from the front design site line, which is defined by a low wall or hedge, creating a small private area between the sidewalk and the facade. Each Dooryard is separated from adjacent Dooryards. The Dooryard may be raised or at grade.

Table 6.060.B Size

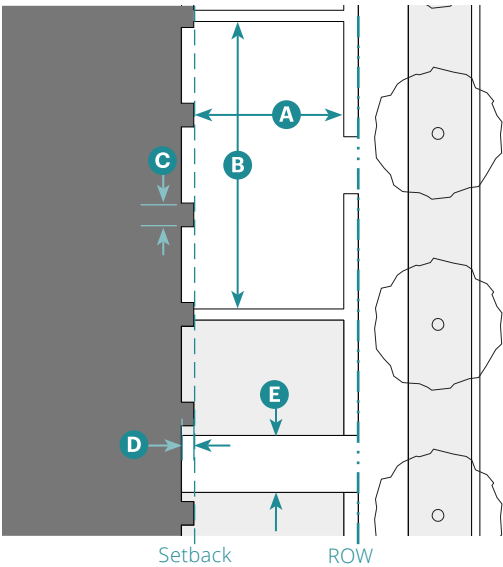
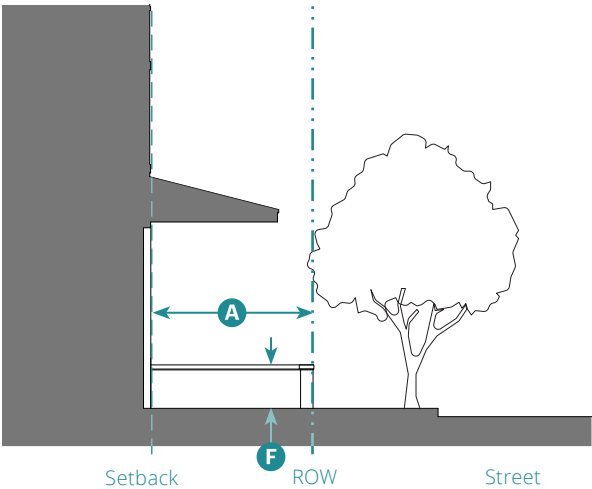
Depth, Clear	6' min.	A
Length	15' min.	B
Distance between Glazing	4' max.	C
Depth of Recessed Entries	3' max.	D
Pedestrian Access Width	3' min.	E
Height of Dooryard Fence/Wall	3' max.	F
above Finish Level		

Table 6.060.C Miscellaneous

Each Dooryard shall provide access to only one ground floor entry.



Example of a Dooryard



Key
--- ROW/ Design Site Line - - - - - Setback Line

6.070 Stoop

Table 6.070.A Description

The main facade of the building is near the front design site line with steps to an elevated entry. The Stoop is elevated above the sidewalk to provide privacy along the sidewalk-facing rooms. Stairs or ramps from the Stoop may lead directly to the sidewalk or may be parallel to the sidewalk.

Table 6.070.B Size

Width, Clear	4' min.	A
Depth, Clear	3' min.	B
Finish Level above Sidewalk	1' min. ¹	C
Depth of Recessed Entries	8' max.	D

¹ Common entries may be set at grade per local and federal accessibility standards.

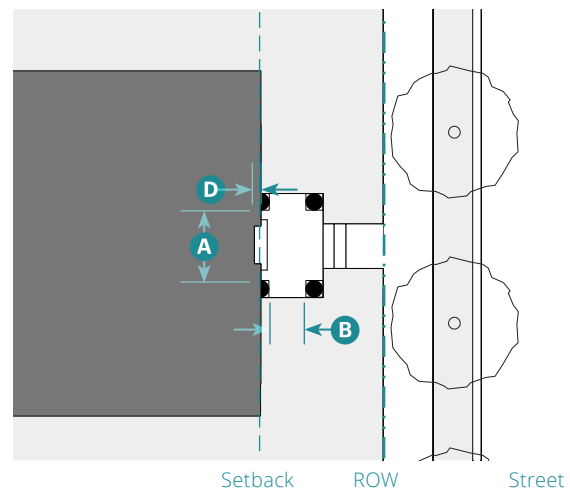
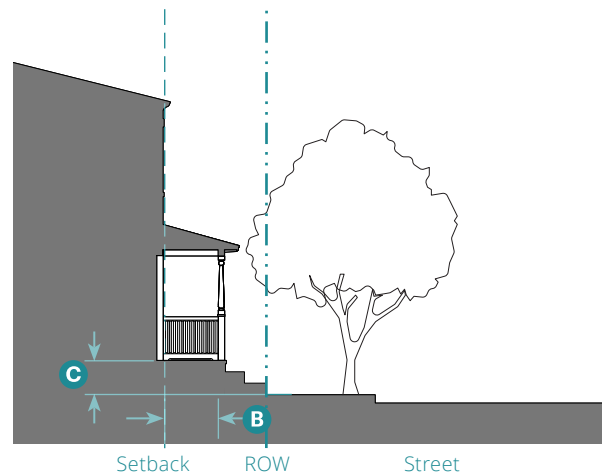
Table 6.070.C Miscellaneous

Entry doors shall be covered or recessed to provide shelter from the elements.

Gates are not allowed.



Example of a Stoop



Key

--- ROW/ Design Site Line

--- Setback Line

6.080 Forecourt

Table 6.080.A Description

The main facade of the building is at or near the front design site line and a portion is set back, extending the public realm into the design site to create an entry court or shared garden space for housing, or an additional shopping or restaurant seating area within retail and service areas.

Table 6.080.B Size

Width, Clear	15' min.	A
Depth, Clear	15' min.	B
Ratio, Height to Width	2:1 max.	C
Other frontages, awnings, and balconies may encroach into all sides of the Forecourt.	Max. 1/2 width of Forecourt	D

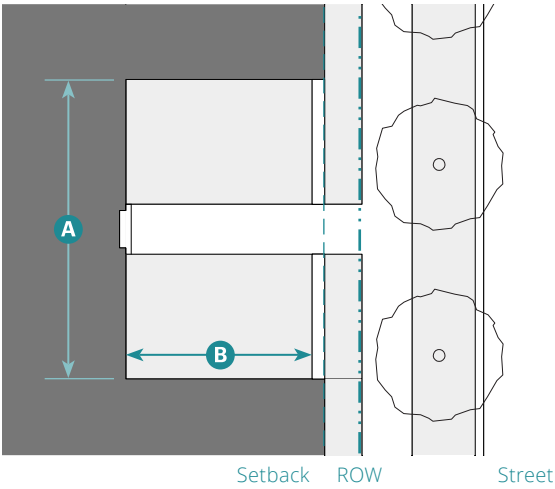
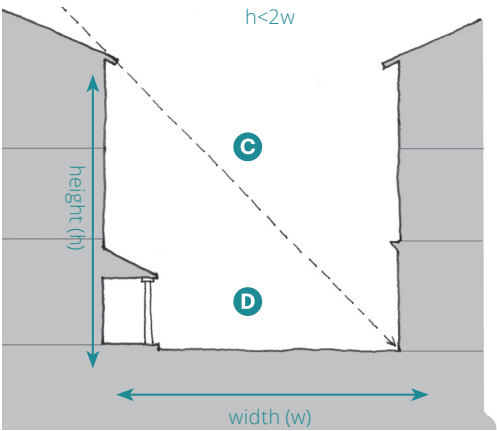
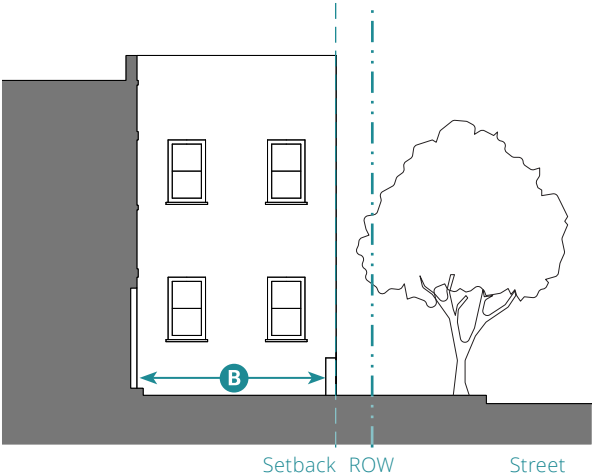
Table 6.080.C Miscellaneous

Forecourts may be utilized to group several entries at a common elevation in compliance with the zones' ground floor finish level standards.

The proportions and orientation of a Forecourt shall be in compliance with the diagram below for solar orientation and user comfort.



Example of a Forecourt with Shopfronts



Key

--- ROW/ Design Site Line - - - - - Setback Line

6.090 Shopfront

Table 6.090.A Description

The main facade of the building is at or near the front design site line with at-grade entrance from the sidewalk. The type is intended for service, retail, or restaurant use and includes substantial glazing between the Shopfront base and the ground floor ceiling. This type may include an awning that overlaps the sidewalk.

Table 6.090.B Size

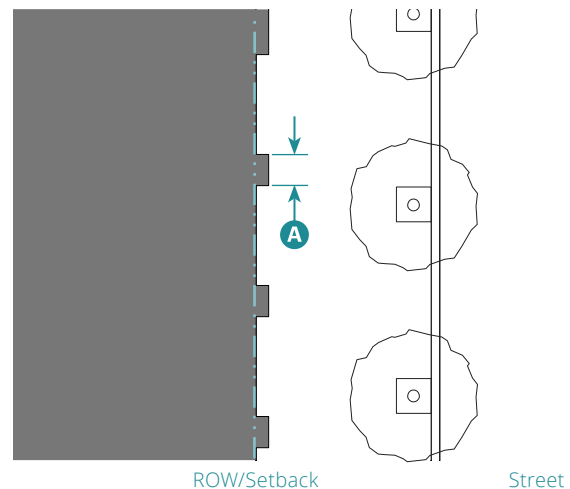
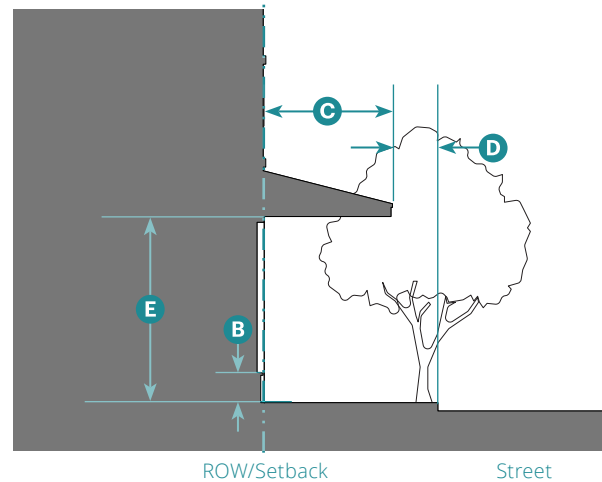
Distance between Glazing	2' max.	A
Ground Floor Glazing between Sidewalk and Finished Ceiling	75% min.	
Height		
Depth of Recessed Entries	5' max.	
Shopfront Base	6" min.; 2' max.	B

Table 6.090.C Awning (Allowed/Not Required)

Depth	5' min.	C
Setback from Curb	2' min.	D
Height, Clear	10' min.	E



Example of a Shopfront



Key

--- ROW/ Design Site Line

--- Setback Line

6.100 Terrace

Table 6.100.A Description

The main facade is at or near the front design site line with steps leading to an elevated area providing pedestrian circulation along the facade to connect multiple entrances. The type is used for retail, service, office uses, or housing to provide outdoor areas along the sidewalk and/or to accommodate an existing or intended grade change.

Table 6.100.B Size

Depth of Terrace	8' min. residential	A
	10' min. non-residential	A
Finish Level above Sidewalk	3' max.	B
Distance between Stairs	25' max.	C

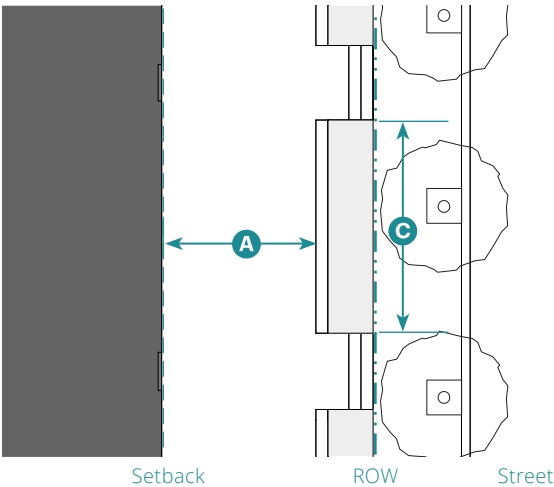
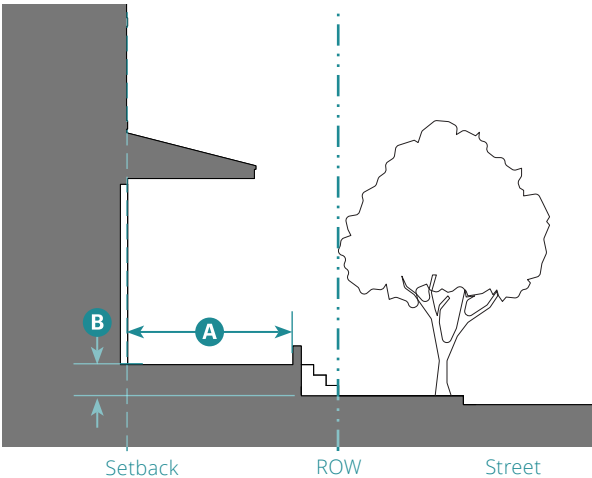
Table 6.100.C Miscellaneous

May be utilized to group several entries at a common elevation in compliance with the zones' ground floor finish level standards.

Ramps are required to be integrated along the terrace to connect multiple entrances of the building(s).



Example of a Terrace with low-wall seating



Key
--- ROW/ Design Site Line --- Setback Line

6.110 Gallery

Table 6.110.A Description

The main facade of the building is set back from the front design site line and an at-grade covered structure, articulated with colonnade or arches, overlaps the sidewalk. The type may be one or two stories. When used in nonresidential settings, the Shopfront Type is included; when used in residential settings, Stoops, Dooryards, and Forecourts may be included as allowed by the zone.

Table 6.110.B Size

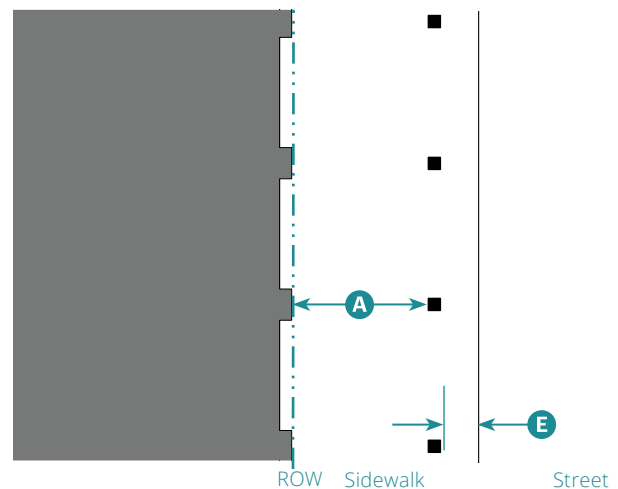
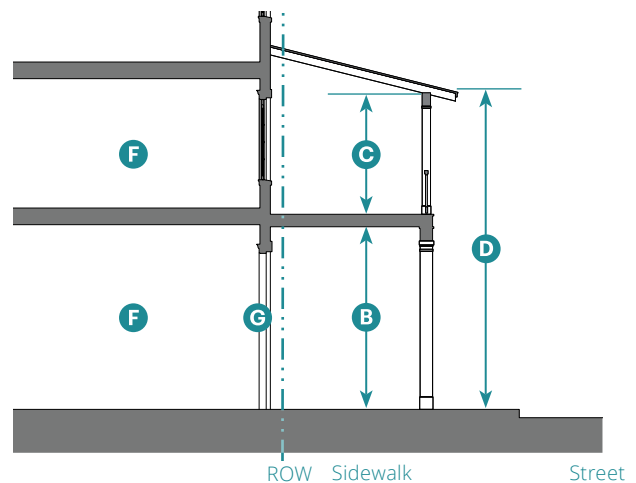
Depth, Clear	8' min.	A
Ground Floor Height, Clear	12' min.	B
Upper Floor Height, Clear	9' min.	C
Height	2 stories max.	D
Setback from Curb	18" min. (clear)	E

Table 6.110.C Miscellaneous

Habitable Space	F
Galleries shall also follow the standards of the Shopfront, see Subsection 6.090 (Shopfront).	G
Galleries shall have a consistent depth across the entire front and/or side street facade.	
Galleries are allowed to project over the sidewalk in the public ROW.	
The second story of the Gallery may be covered.	



Example of a two-story Gallery with an uncovered second story



Key

--- ROW/ Design Site Line - - - - - Setback Line

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Section 7: Civic Space Types

Subsections:

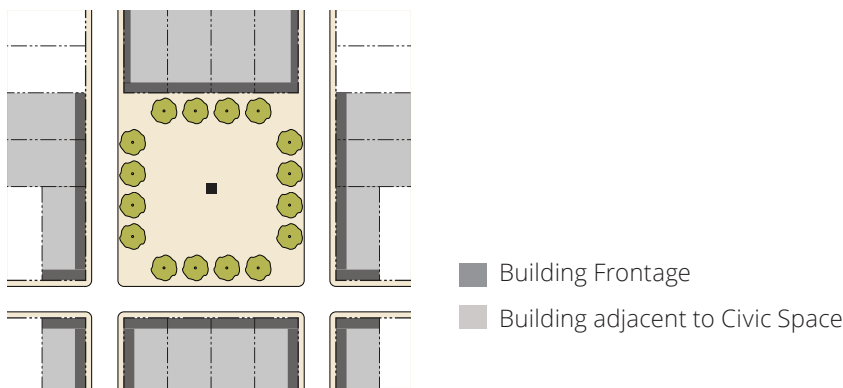
7.010	Purpose
7.020	Civic Space Types
7.030	Overview of Civic Space Types
7.040	Pocket Park/Plaza
7.050	Playground
7.060	Passage
7.070	Greenway
7.080	Plaza

7.010	Purpose
	This Section establishes the standards applicable to new civic spaces. These standards supplement the standards for each zone. Civic space is land in the public realm (publicly or privately owned) for civic gathering purposes.

7.020	Civic Space Types
	1. As required by Subsection 3.040 (Large Sites), design sites of least five acres are required to set aside a minimum area of 10 percent of the design site as civic space. One or more civic spaces may be used to meet the required area. 2. Each civic space is described as to its purpose and intent along with standards and characteristics regarding general physical character, uses, size and location. Characteristics are considered standards unless stated otherwise. 3. Public access and visibility is required along public parks, natural open spaces, and civic uses, including creeks and drainages and stormwater management areas, and shall be fronted by: A. Single-loaded frontage streets (those with development on one side and open space on the other); B. Bike and pedestrian paths; or C. Other methods of frontage that provide similar access and visibility to the open space allowed in the zone. Such access may be provided through public easements or other similar methods.

- 4. The facades on building design sites attached to or across a street from a civic space shall be designed as a "front" on to the civic space. See Figure 7.020.1 (Building Frontage Adjacent to a Civic Space) for reference.

Figure 7.020.1 Building Frontage Adjacent to a Civic Space



7.030 Overview of Civic Space Types

Table 7.030.A (Overview of Civic Space Types) provides a summary of the allowed civic space types by zone. See referenced Subsection(s) for standards.

Table 7.030.A: Overview of Civic Space Types						
Private Frontage Type	Specific Standards	Zones				
		T3N	T4N	T4MS	T5N	T5MS
Pocket Park/Plaza	7.040	P	P	P	P	P
Playground	7.050	P	P	P	P	P
Passage	7.060	P	P	P	P	P
Greenway	7.070	P	P	X	X	X
Plaza	7.080	X	X	P	P	P

Key P = Allowed X = Not Allowed

7.040 Pocket Park/Plaza

Table 7.040.A Description

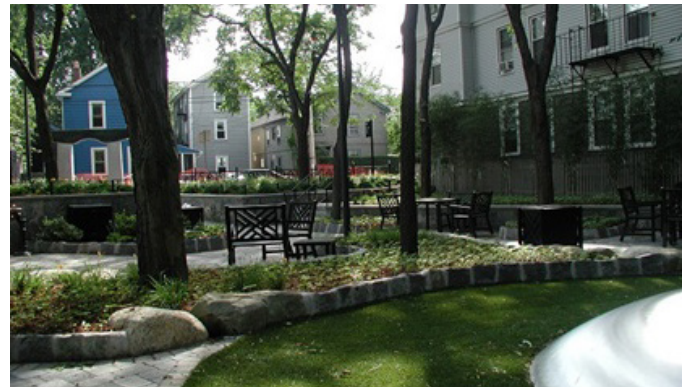
A small-scale space, serving the immediate neighborhood, available for informal activities in close proximity to neighborhood residences, and civic purposes, intended as intimate spaces for seating or dining.

Table 7.040.B Size and Location

Size 50' x 50' min.

Street required on one of the Pocket Park/Plaza's sides

Facades on design sites attached to or across a street shall "front" on to the Pocket Park/Plaza.



Examples of a Pocket Park/Plaza

7.050 Playground

Table 7.050.A Description

A small-scale space designed and equipped for the recreation of children. These spaces serve as quiet, safe places protected from the street and typically in locations where children do not have to cross any major streets. An open shelter, play structures, or interactive art and fountains may be included. Playgrounds may be included within all other civic space types.

Table 7.050.B Size and Location

Size	40' x 60' min.
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Examples of a Playground

7.060 Passage

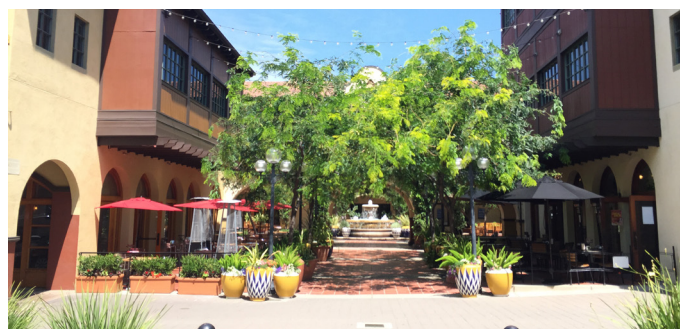
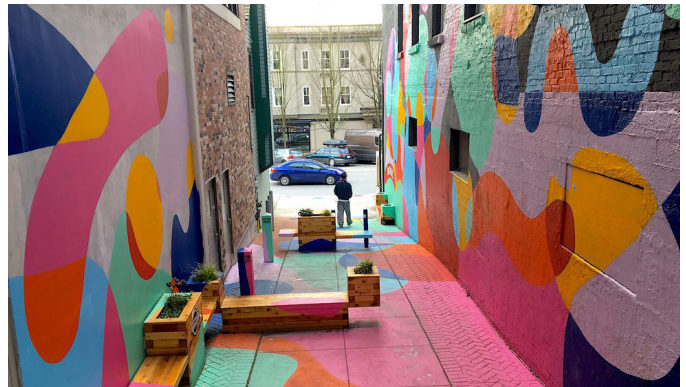
Table 7.060.A Description

A pedestrian pathway that extends from the public sidewalk into a civic space and/or across the block to another public sidewalk. The pathway is lined by non-residential Shopfronts and/or residential ground floors and pedestrian entries as required by the zone.

Table 7.060.B Size and Location

Size	15' min. clear width between or through buildings
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Ground floor facades shall be in compliance with facade zone in Table E (Building Placement) and frontages allowed in Table F (Frontages) of the ODS zone.



Examples of a Passage

7.070 Greenway

Table 7.070.A Description

A multiple-block long linear space for community gathering and strolling for nearby residents and employees, defined by a tree-lined street on at least one side, sometimes forming a one-way couplet on its flanks and by the fronting buildings across the street. Greenways serve an important role as a green connector between destinations.

Table 7.070.B Size and Location

Size	2 continuous blocks in length min.
Width	50' min.
Shall front at least one street	



Examples of a Greenway

7.080 Plaza

Table 7.080.A Description

A community-wide focal point primarily for civic purposes and commercial activities.

Table 7.080.B Size and Location

Size 100' x 100' min.

Street required one of the Plaza's sides

Facades on design sites attached to or across a street shall "front" on to the Plaza.



Examples of a Plaza

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Section 8: Definitions

Subsections:

- 8.010 Purpose
- 8.020 Definitions
- 8.030 Measurement Methods

8.010 Purpose

This Section provides definitions for specialized terms and phrases used in this ODS. All other applicable definitions in Title 18 (Zoning) apply.

8.020 Definitions

A. Definitions

- Abutting.** Having a common property line or district boundary, or separated by a private or public street or easement.
- Access or Service Drive.** A public or private way of paving or right-of-way of not more than 30 feet affording means of access to property.
- Access Frontage or Service Road or Street.** A public or private street or right-of-way of not less than minimum standards as specified by the subdivision ordinance of the City affording means of access to property.
- Adjacent.** Sharing a common design site line, or having design site lines separated only by an alley.
- Adjacent Buildings.** Two or more buildings located upon adjacent design sites.
- Alley.** A public or private way to be used primarily for vehicular access to the back or side of a design site of real property that otherwise abuts a street.
- Apartment, Efficiency.** A dwelling unit in a multi-unit building, consisting of not more than one habitable room, excluding the kitchen or kitchenette and sanitary facilities, of a total floor area of not more than 400 square feet.
- Applicant.** Any individual, firm, or any other entity that applies to the City for the applicable permits to undertake any construction or development within the City.

Architectural Feature. Exterior building element intended to provide ornamentation to the building massing including, but not limited to: eaves, cornices, bay windows, window and door surrounds, light fixtures, canopies, and balconies.

Attached Building or Structure. Any building or structure which is structurally a part of or has a common wall and/or continuous roof with a primary building or structure, except where such connection is a breezeway or walkway incidental to and not a necessary part of the construction of the primary building.

Awning. A roof or cover which projects from a wall of a building over a window or door, made of canvas, aluminum, or similar material, which may be fixed in place or be retractable.

B. Definitions

Basement. A story whose floor is more than 12 inches, but not more than half of its story height below the average level of the adjoining finished grade (as distinguished from a “cellar,” which is a story more than one-half below such level). A basement, when used as a dwelling, shall not be counted as a story for purposes of height measurement.

Bathroom. A room that contains all of the following features: a bathtub or shower, a washbowl, and a toilet.

Bay. Any division of a building between vertical lines or planes, especially the entire space included between two adjacent supports.

Bay Window. An architectural projection from the building cantilevered from the facade, consisting of one or more stories in height, containing at least 60 percent glass area.

Block. An area of land separated from other areas by adjacent streets, railroads, rights-of-way, public areas, or the subdivision boundary.

Block Face. The aggregate of all the building facades on one side of a block. The block face provides the context for establishing architectural harmony.

Block Length. The horizontal distance from the right-of-way on one end of the block to the right-of-way on the other end along the same street.

Block Perimeter. The aggregate of all sides of a block bounded by the abutting rights-of-way.

Block-Scale, Building. A building that is individually as large as a block or individual buildings collectively arranged along a street to form a continuous facade as long as most or all of a block.

Buildable Area. The horizontal area in which a building is allowed to be constructed.

Building Elevation. The exterior wall of a building not adjacent to a public right-of-way, the front or side along a private street, or civic space.

Building Entrance. A point of pedestrian ingress and egress to the front of a building along the sidewalk of the street immediately adjacent to the building.

Building Facade. The exterior wall of a building adjacent to a street, the front or side along a private street, or civic space.

1. **Building Facade, Front.** The exterior wall of a building adjacent to a street or civic space.
2. **Building Facade, Side Street.** The exterior wall of a building adjacent to a side street.
3. **Building Facade, Interior Side.** The exterior wall of a building adjacent to the interior design site line(s).

4. **Building Facade, Rear.** The exterior wall of a building opposite the front.

Building Form. The overall shape and dimensions of a building.

Building Frontage. The facade(s) along the front and side street of the design site.

Building Frontage, Principal. The facade along the front of the design site, typically the narrower of sides and identified by an address.

Building, Primary. The building that serves as the focal point for all activities related to the principal use of the design site.

Building, Setback. See "Setback, Building."

Building Type. A structure defined by its combination of configuration, disposition, and function.

C. Definitions

Ceiling Height, Ground Floor. The height from finished floor to finished ceiling of primary rooms on the ground floor, not including secondary rooms which include, but are not limited to: bathrooms, closets, utility rooms, and storage spaces.

Ceiling Height, Upper Floor(s). The height from finished floor to finished ceiling of primary rooms on the floor(s) above the ground floor, not including secondary rooms which include, but are not limited to: bathrooms, closets, utility rooms, and storage spaces.

Cellar. That portion of a building between floor and ceiling which is wholly or partly below grade and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling. A cellar shall not be counted as a story, for the purpose of height standards.

Center. Concentration of ground floor shopping, restaurants, and services, with additional offices and housing located above, within a Walkable Urban context.

Chamfered Corner. An external wall of a building joining two perpendicular exterior walls, typically at a symmetrical, 45 degree angle creating a beveled edge to the building rather than a 90 degree corner.

Civic. A term defining not-for-profit organizations that are dedicated to arts, culture, education, religious activities, recreation, government, transit, and public parking facilities.

Civic Building. A structure operated by governmental or not-for-profit organizations and limited to civic and related uses.

Civic Space. An outdoor area dedicated for public gathering and civic activities. See Section 7 (Civic Space Types).

Common Courtyard. An entry court, forecourt, or courtyard shared by multiple residential units or commercial spaces.

Common Open Space. An entry court, forecourt, courtyard, or other on-site open space shared by multiple residential units or non-residential units.

Common Space (syn. Common Area). A portion of a development held in common and/or single ownership, is not reserved for the exclusive use or benefit of an individual tenant or owner, and is available for use by all persons who reside or work in the building or on the design site.

Communication Equipment Building. A building housing operating electrical and mechanical equipment necessary for the conduct of a communications business with or without personnel.

Communications Tower. Any structure which supports an antenna.

Community Center. A multi-purpose meeting and recreational facility typically consisting of one or more meeting or multi-purpose rooms, kitchen, and/or outdoor barbecue facilities, that are available for use by various groups for such activities as meetings, parties, receptions, dances, etc.

Condominium. An estate in real property consisting of an undivided interest in common in a portion of the property together with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, design site map, or condominium plan. The condominium may be commercial, industrial, residential, or any combination. [Civil Code §783, §1351(f)].

Corner Element. A physical distinction in a building at the corner of two streets or a street and public space.

Corner Entry. An entrance located on the corner of a building.

Cottage Court. See Subsection 4.060 (Cottage Court).

Council. The City Council of the City of Pittsburgh.

Courtyard (syn. Court). An unroofed area that is completely or partially enclosed by walls or buildings on at least two sides and often shared by multiple residential units or non-residential units, not including off-street parking.

Courtyard Building, Large. See Subsection 4.110 (Courtyard Building Large).

Courtyard Building, Small. See Subsection 4.100 (Courtyard Building Small).

Coverage

1. **Coverage, Accessory Structures.** The sum of the footprint area of all structures on a design site.
2. **Coverage, Building.** The floor area of the largest story of a building divided by the total design site area.
3. **Coverage, Design Site.** The portion of the design site expressed as a percentage that is covered in buildings or other structures.

Co-working Space. A facilitated environment which may contain shared facilities including, but not limited to: conference rooms, reception services, phones, and other business amenities. Work spaces are used by a recognized membership who share the site in order to interact and collaborate with each other as part of a community and to reduce duplicated costs by sharing facilities. The uses shall have externally observable attributes similar to uses allowed in the zone in which that they are located. Equipment is limited to those which do not generate noise or pollutants in excess of what is customary within a typical office environment. Such space located in a research & development building may use equipment consistent with research & development uses. Co-working space may be interchangeably referred to as "incubator space."

Cul-de-sac. A street which connects to another public street only at one end and is not planned for later extension.

Crawl Space. A shallow unfinished uninhabitable space beneath the floor or under the roof of a building, that provides access to utility, structural, and other building components not readily accessible from the habitable portions of the building.

D. Definitions

Dangerous or Objectionable Elements. Any land or building structure used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable fire, explosive, or other hazard; noise or vibration, smoke, dust, odor, or other form of air pollution; heat, cold, dampness, electrical, or other disturbance; glare; liquid or solid refuse or wastes; or other substance, condition or elements in such manner or in such amount as to adversely affect the surrounding area or adjoining premises.

Days. Calendar days unless this ODS specifies otherwise.

Defensible Space. A public, private, or semi-private residential environment whose physical characteristics—building layout and site plan—function to allow inhabitants themselves to become key agents in ensuring their security.

Department. Pittsburgh's Planning Department.

Depth, Ground-Floor Space. The distance from the street-facing facade to the rear interior wall of the ground-floor space available to an allowed use.

Depth-to-Height Ratio. The relationship of the depth of a space measured perpendicular to a building divided by the average height of the buildings adjacent to the space.

Design Site. A portion of land within a parcel, delineated from other design sites and/or parcels to accommodate no more than one building type. The main purpose of a design site is to allow a parcel large enough to contain more than one building type to contain multiple building types while not requiring the legal subdivision of the parcel into additional parcels.

1. **Design Site, Corner.** A design site located at the intersection of two or more streets, where they intersect at an interior angle of not more than 175 degrees. If the intersection angle is more than 175 degrees, the design site is considered an interior design site.
2. **Design Site, Flag.** A design site not meeting minimum design site frontage standards and where access to a public or private street is provided by means of a long, narrow driveway between abutting design sites.
3. **Design Site, Interior.** A design site abutting only one street.
4. **Design Site, Through.** A design site with two or more frontage lines that do not intersect.

Design Site Area. The total square footage or acreage of horizontal area included within the design site lines.

Design Site Coverage. See "Coverage."

Design Site Depth. The horizontal distance between the front design site line and rear design site line of a design site measured perpendicular to the front design site line.

Design Site Line. The perimeter and geometry of a design site demarcating one design site from another.

1. **Design Site Line, Front.** One of the following:
 - a. The frontage line in the case of a design site having a single frontage line;
 - b. The shortest frontage line in the case of a corner design site with two frontage lines, neither of which are adjacent to a thoroughfare or a design site with independent frontage;

- c. The frontage line generally perceived to be the front design site line in the case of a corner design site with three or more frontage lines, none of which are adjacent to a thoroughfare or a design site with independent frontage;
 - d. The frontage line adjacent to a thoroughfare in the case of a corner design site with two or more frontage lines, one of which is adjacent to a thoroughfare;
 - e. The frontage line adjacent to a design site with independent frontage in the case of a corner design site with two or more frontage lines, one of which is adjacent to a design site with independent frontage; or
 - f. The frontage line adjacent to the front design site line of an adjacent design site in the case of a through design site.
2. **Design Site Line, Rear.** That design site line opposite the front design site line.
 3. **Design Site Line, Side.** Design site lines connecting the front and rear design site lines.

Design Site Width. The horizontal distance between the design site lines measured perpendicular to the front design site line.

Detached. Separate or unconnected.

Development Site. The parcel(s) or portion(s) thereof on which proposed structures and improvements are to be constructed.

Diligently Pursued. Continued with constant or appropriate effort.

Display. An item or arrangement of items indoors that is not attached to a window, door or wall.

Disposition, Formal. Composed in a formal arrangement, in a regular, classical, and typically symmetrical manner.

Disposition, Informal. Composed in an informal character with a mix of formal and natural characteristics.

Disposition, Natural. A preservation of the existing natural condition or a composition of elements arranged as they would appear in nature, with irregular shapes and asymmetry.

Distance Between Entries. The horizontal distance between entrances to a building or buildings, measured parallel to the facade.

Dooryard. See Subsection 6.060 (Dooryard).

Drive-Through Service. Any business that either by design or operation provides services or products directly to occupants of a motor vehicle, except gasoline service stations.

Driveway. A vehicular lane within a design site, or shared between two design sites, usually leading to a garage, other parking, or loading area.

Dwelling, Group Living (syn. Co-housing). Dwellings designed for occupancy of groups living together and having a central dining facility.

E. Definitions

Elevated Ground Floor. A ground floor situated above the grade plane of the adjacent sidewalk.

Encroachment. Any architectural feature, structure, or structural element—including, but not limited to, a gallery, fence, garden wall, porch, stoop, balcony, bay window, terrace, or deck—that breaks the plane

of a vertical or horizontal regulatory limit by extending: into a setback, beyond the build-to-line into the public frontage, or above a height limit.

Entry. An opening, including, but not limited to, a door, passage, or gate, that allows access to a building.

1. **Entry, Primary.** The opening that allows access to a building directly from the sidewalk along the front facade.
2. **Entry, Service.** An entrance located toward or at the rear of the building intended for the delivery of goods and removal of refuse.

Established Landscape. The point in time at which plants have developed roots into the soil adjacent to the root ball.

Establishment Period. The first year after installing a plant in a landscape.

External Employees. An employee who does not reside at his or her place of employment.

F. Definitions

Facade. See "Building Facade."

Facade Zone. The area between the minimum and maximum setback lines along the front of a design site and along the side street of a corner design site where the building facade is required to be placed. The zone standards identify the minimum amount of facade to be placed in the facade zone. See Subsection 8.030 (Measurement Methods).

Facility. An improvement, structure, or building that is designed and used for a particular purpose.

Finish Level, Ground Floor. Height difference between the finished floor on the ground floor and the adjacent sidewalk. In the case of a terrace frontage that serves as the public right-of-way, the floor finish level is the height of the walk above the adjacent street. Standards for ground floor finish level for ground floor residential uses do not apply to ground floor lobbies and common areas in multi-unit buildings.

Flex Space. A room or group of internally connected rooms designed to accommodate an evolution of use over time in response to an evolving market demand. Typically designed to accommodate future commercial uses, while accommodating less intense short-term uses, including, but not limited to, residential or live/work, until the commercial demand has been established.

Flood Hazard. The threat of overflow stormwaters having the capability to flood lands or improvements, transport or deposit debris, scour the surface soil, dislodge or damage structures, or erode the banks of channels.

Floor Coverage. See "Coverage."

Floorplate. An area measurement in square feet of either the gross or the rentable floor area of a typical floor in a building.

Floorplate, Non-residential. The square footage area measurement of a floorplate dedicated to non-residential uses.

Floorplate, Residential. The square footage area measurement of a floorplate dedicated to residential uses.

Flow Rate. The rate at which water flows through pipes and valves, measured in gallons per minute or cubic feet per second.

Footprint Area. The total square footage contained within a footprint.

Footprint, Building. The outline of the area of ground covered by the foundations of a building or structure.

Forecourt. See Subsection 6.080 (Forecourt).

Freestanding Wall. A wall that is separate from a building and supported by independent means.

Front. See "Design Site Line, Front."

Front Loaded. (Front Access). Design sites that provide vehicular access from the front of the design site.

Frontage, Private. The area between the building facade and the back of the sidewalk abutting a street (public or private) or public open space.

Frontage, Public. The area between the on-street parking and the back of the sidewalk.

Frontage Line. The design site line(s) of a design site fronting a street (public or private) or a civic space.

Frontage Type. A physical element configured to connect the building facade to the back of the sidewalk abutting a street or public open space depending on the intended physical character of the zone.

Furniture Area. An area of space that allows for the placement of furniture without restricting the movement of pedestrians.

G. Definitions

Gable. A vertical wall in the shape of a triangle formed between the cornice or eave and the ridge of the roof.

Gallery. See Subsection 6.110 (Gallery).

General Retail. Stores and shops selling many lines of merchandise. Examples of these stores and lines of merchandise include: bicycle sales, service, and rental; bookstores, except adult bookstores; apparel and accessories; bakeries; and food stores.

Glazing. Openings in a building in which glass is installed.

Grade. The finished ground level at any point along the exterior walls of a structure. Where walls are parallel to and within five feet of a sidewalk, alley or other public way, the level above ground shall be measured at the elevation of the sidewalk, alley or public way. Also see "Grade, Finished."

Grade, Finished. The final ground surface elevation after the completion of grading or other site preparation related to a proposed development that conforms to an approved Grading Permit or Building Permit. In cases where substantial fill is proposed, "finished grade" shall be established by the Director consistent with design sites in the immediate vicinity and shall not be, nor have been artificially raised to gain additional building height. Also see "Grade."

Grade, Pre-Development. The grade of a design site prior to any site improvements related to the proposed development.

Grading. Earthwork performed to alter the natural contours of an area.

Green Building Practices. A whole-systems approach to the design, construction, and operation of buildings and structures that helps mitigate the environmental, economic, and social impacts of construction, demolition, and renovation. Green building practices including, but not limited to, those described in the LEED™ rating system recognize the relationship between natural and built environments

and seek to minimize the use of energy, water, and other natural resources and provide a healthy, productive environment.

Greenway. See Subsection 7.070 (Greenway).

Ground Floor. The floor of a building located nearest to the level of the ground around the building.

Gross Floor Area. The total floor area inside the building envelope, including the external walls, but not including the roof.

Ground Floor Ceiling Height. Height from finished floor to finished ceiling of primary rooms on the ground floor, not including secondary rooms including, but not limited to: bathrooms, closets, utility rooms, and storage spaces.

Gross Parking Area. The total area of parking space and drive included on a design site.

Gross Residential Acreage. The total area, measured in acres, included within the design site lines of a residential development.

Guest House. A detached structure accessory to a single dwelling, accommodating living/sleeping quarters, but without kitchen or cooking facilities.

H. Definitions

Habitable Space. The portion of a building that is suitable for human occupancy.

Hardscape. Paving, decks, patios, and other hard, non-porous surfaces.

Height

1. **Height, Number of Stories.** The number of stories in a structure allowed above adjacent finished grade. See "Stories."
2. **Height, Overall.** The vertical distance between adjacent finished grade and the highest part of the structure directly above.
3. **Height, Highest Eave/parapet.** The vertical distance between adjacent finished grade and the highest eave or parapet of the building.

High Water-use or Non-drought-Tolerant Plant. A plant that will require regular irrigation for adequate appearance, growth, and disease resistance.

House-Scale Building. A building that is the size of a small-to-large house and detached from other buildings, typically ranging from 24 feet to as large as 80 feet overall, including wings.

I. Definitions

Impervious. The area of any surface that prevents the infiltration of water into the ground including, but not limited to, roads, parking areas, concrete, and buildings.

Improved. An area which has been paved or planted and is permanently maintained as such.

Improvement. The product of any modification to a site structure or building, not including maintenance or repairs.

Infill. The development of vacant land that was bypassed by earlier waves of development and is now largely surrounded by developed land.

Irrigation Efficiency. The measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system, characteristics, and management practices.

Irrigated Landscape Area. An entire design site less the building footprint, driveways, non-irrigated portions of parking lots, and other hardscape areas. Landscape areas encompass all portions of a development site to be improved with planting and irrigation. They include water bodies including, but not limited to, fountains, swimming pools, and ponds. Natural open spaces without irrigation systems are not included.

J. Definitions

No specialized terms beginning with the letter J are defined at this time.

K. Definitions

No specialized terms beginning with the letter J are defined at this time.

L. Definitions

L-Shaped (syn. Ell). A horizontal form for the main body of a building or a massing composition, also referred to as an "Ell" which is an extension at a right angle to the length of a building.

Landing. A level area at the top or bottom of a staircase or between one flight of stairs and another.

Landscaping. Flowers, shrubs, trees, or other decorative material of natural origin.

LEED™ Rating System. The most recent version of the Leadership in Energy and Environmental Design (LEED™) Commercial Green Building Rating System, or other related LEED™ rating system, approved by the U.S. Green Building Council.

Live/Work. An integrated housing unit and working space, occupied and utilized by a single household in a structure, either single-unit dwelling or multiple-unit dwelling, that has been designed or structurally modified to accommodate joint residential occupancy and work activity, and which includes:

1. Complete kitchen space and sanitary facilities; and
2. Working space reserved for and regularly used by one or more occupants of the unit.

Living Area. The interior habitable area of a dwelling unit, including basements and attics, but not including garages or any accessory structure.

Loading Dock(s). A platform where cargo from vehicles can be loaded or unloaded.

Loading Spaces, Off-street. Permanently improved and maintained areas on the design site dedicated to loading and unloading of materials, equipment, and merchandise.

Lodging. See "Bed and Breakfast" or "Hotel or Motel."

Lot. See "Design Site."

Low-Water-Use or Extra Drought-Tolerant Plant. A plant that can survive without irrigation throughout the year once established, although supplemental water may be desirable during drought periods for improved appearance and disease resistance.

M. Definitions

Main Body. The primary massing of a primary building.

Main Facade. The front facade of a building.

Main Street Building. See Subsection 4.120 (Main Street Building).

Major. Having a greater size, scope, effect, characteristic, or quality relative to the other corresponding sizes, scopes, effects, characteristics, or qualities; or being the greater of two or more.

Massing. The overall shape or arrangement of the bulk or volume of a building and structures.

Median. A planted or paved area which separates two roadways or divides a portion of a road into two or more lanes.

Minor. Having a lesser size, scope, effect, characteristic, or quality relative to the average size, scope, effect, characteristic, or qualities; or being the lesser of two or more.

Mixed-Use. Multiple functions within the same building or the same general area through superimposition or within the same area through adjacency.

Mobile Home. A vehicle, other than a motor vehicle, designed and equipped to contain one or more dwelling units to be used without a permanent foundation, and which is in excess of 8 feet in width and in excess of 40 feet in length.

Moderate Water-Use or Semi-Drought-Tolerant Plant. A plant that can survive throughout the year with occasional irrigation.

Multiplex, Large. See Subsection 4.080 (Multiplex Large).

Multiplex, Small. See Subsection 4.070 (Multiplex Small).

Multi-Unit Building. A residential, non-residential, or mixed-use building in which there exists three or more separate units with direct exterior access and in which there are appurtenant shared facilities. Distinguishing characteristics of a multi-tenant building or use may, but need not, include common ownership of the real property upon which the building or use is located, common wall construction, and multiple occupant use of a single structure.

N. Definitions

Neighborhood Center. A walkable environment that provides a mix of civic, institutional, and/or commercial uses.

New Construction. Structures for which the "start of construction" commenced on or after the effective date of this ODS.

Nonconforming Design Site. A design site that was legally created before the effective date of this ODS and does not comply with the minimum area, depth, width, or other applicable standards of the zone it is located.

Nonconforming Site Improvement. A site improvement (e.g., fences, landscaping, parking, walls, etc.) that conformed to the standards of the previous zoning that lawfully existed before the effective date of this ODS and does not conform to the present standards of the zone in which it is located.

Non-Street Frontage. Building facades that do not face a street or civic space.

O. Definitions

ODS Zone (syn. Transect Zone). One of several zones mapped on the ODS Overlay Map. See Figure 2.020.1 (ODS Overlay Map).

Off-Street Parking. The area(s) located on a design site available for temporary storage of passenger vehicles, including a public or private parking lot where parking is the principal use of the property.

Open Space. See "Civic Space."

Open Space Easement. See "Scenic Easement or Open Space Easement."

Open Structure. An accessory structure having a roof constructed of lattice or other roof material which allows light and air to pass through a minimum of 50 percent of the roof surface. Additionally, the sides of an open structure consist only of support posts and decorative or functional elements including, but not limited to, braces and railings such that light and air can pass through a minimum of 75 percent of each side. Open structures include but are not limited to trellises, trellis-like patio covers, and other shade structures. Play structures do not qualify as open structures, but are regulated as minor or major accessory structures.

Oriel Window (syn. Upper Story Bay Window). A window that projects from the building facade or elevation, located on upper floors and may extend for multiple stories.

Outdoor Storage Building. A building used primarily for storage of goods and materials, and uninhabitable.

Overhead Doors. Doors constructed in horizontally hinged Subsections that are equipped with hardware that rolls the Subsections into an overhead position, clear of the opening.

P. Definitions

Parapet. A low wall along the edge of a roof or the portion of a wall that extends above the roof line.

Parcel, Nonconforming. A legally created parcel which does not conform with current standards for area, width, frontage or other such standards for the zone in which the parcel is located because of annexation or amendments to the title.

Park and Recreational Area, Public. Include playgrounds, public gardens, outdoor sports grounds, indoor sports structures within a park area, tot lots, passive park areas, and other areas of use to the general public for recreation or outdoor diversions, not including commercial recreation facilities (see "Commercial Recreation Facility.")

Parking Driveway Width. The horizontal measurement of an access driveway to a parking area, measured perpendicular to the direction of travel.

Parkway. That portion of a public right-of-way located between the outermost curb-lane driving lane and the farthest edge of the right-of-way.

Passage. See Subsection 7.060 (Passage).

Passageway. A pathway unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

Path of Travel. A continuous, unobstructed way of pedestrian passage.

Patio Cover. A one story, roofed structure, not more than 12 feet in height above adjacent finished grade, used only for recreational and/or outdoor living purposes, that may be attached or detached as an accessory structure to the primary building.

Pedestrian Shed. An area centered on a destination including, but not limited to, a civic space, civic building, or main street. Its size is limited by an average distance that may be traversed at an easy walking pace in a given amount of time from its center to its edge, about 1,500 feet. Pedestrian sheds are used for planning Walkable Urban areas.

Pedestrian Orientation. A physical structure or place with design qualities and elements that contribute to an active, inviting, and pleasant place for pedestrians that typically includes most of the following elements:

1. Building facades that are highly articulated at the street level, with interesting uses of material, color, and architectural detailing, located directly behind the sidewalk;
2. Visibility into buildings at the street level;
3. A continuous sidewalk, with a minimum of intrusions into pedestrian right-of-way;
4. Continuity of building facades along the street with few interruptions in the progression of buildings and stores;
5. Signs oriented and scaled to the pedestrian rather than the motorist; and/or
6. Pedestrian orientation may also include: design amenities related to the street level including, but not limited to, awnings, paseos, and arcades; landscaping and street furniture.

Pedestrian-Oriented Businesses. General commercial businesses that allow customers to park once and complete multiple transactions and visits on foot in a context that encourages people to walk instead of drive.

Pedestrian-Oriented Use. A land use that is intended to encourage walk-in customers and that generally does not limit the number of customers by requiring appointments or otherwise excluding the general public. A pedestrian oriented use provides spontaneous draw from sidewalk and street due to visual interest, high customer turnover, and/or social interaction.

Pennant. Any lightweight flexible plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, in a series of three or more, designed to move in the wind.

Playground. See Subsection 7.050 (Playground).

Plaza. See Subsection 7.080 (Plaza).

Plot Plan. A plan for an individual residential design site within an approved subdivision. At a minimum, the plot plan shows the design site property lines with metes and bounds; street address; driveways; grading; proposed locations for structures; public and private improvements (e.g., utility service laterals); retaining walls; trees; and measurements to locate these improvements within the design site.

Podium. A continuous projecting base or pedestal under a building often occupied by parking.

Podium Top. A flat, elevated and open area above a podium that can be used as common area.

Pocket Park/Plaza. See Subsection 7.040 (Pocket Park/Plaza).

Porch. A covered shelter projecting in front of the entrance of a building.

1. **Porch, Engaged.** See Subsection 6.050 (Porch Engaged).
2. **Porch, Projecting.** See Subsection 6.040 (Porch Projecting).

Pre-Development Grade. The grade of a design site prior to any site improvements related to the proposed development.

Premises. An area of land with its appurtenances and buildings which because of its unity of use may be regarded as the smallest conveyable unit.

Primary Building. See "Building, Primary."

Primary Living Space. A space within the primary building that is designed as a living room, dining room, or bedroom.

Private Open Space. The area required for each unit in some building types, provided as outdoor yard areas, patios, decks, and balconies, but excluding stairs, entrance decks, and/or landings. Does not include required setbacks.

Private Street. Any street not a public street.

Public Property. Any property publicly owned outside of the designated public right-of-way.

Public Street. A street for which the right-of-way is owned by or offered for dedication to the public and accepted by the City.

Q. Definitions

No specialized terms beginning with the letter Q are defined at this time.

R. Definitions

Rear. Opposite of front.

Rear-Loaded (syn. Rear Access). Vehicular access from the rear of the design site.

Recessed Entry. An entrance to a building that is set back from the facade of the building.

Recreational Area. Areas of active play or recreation including, but not limited to, sports fields, school yards, picnic grounds, or other areas with intense foot traffic.

Relocation. The act or process of moving a structure or object from one property to another property or to a different location on the same property.

Renovation

1. A structural change to the foundation, roof, floor, or exterior of load-bearing walls of a facility, or the extension of an existing facility to increase its floor area.
2. Alteration of an existing facility including, but not limited to, significantly changing its function, even if such renovation does not include any structural change to the facility.
3. Remodeling of the building interior or exterior.

Residential. Premises used primarily for human habitation.

Residential Development. Any development that consists entirely of dwellings.

Right-of-Way (ROW). Land dedicated to transportation purposes and/or use by the general public.

Rowhouse. See Subsection 4.090 (Townhouse).

Runoff. Water which is not absorbed by the soil to which it is applied. Runoff usually occurs when water is applied at too great a precipitation rate, when water is applied to saturated soils, or when water is applied to a steep slope.

S. Definitions

Satellite Dish Antenna. Parabolic or spherical antenna whose purpose is to receive and/or transmit radio communication signals to and/or from satellites.

Scenic Easement or Open Space Easement. An easement granted to the public whereby the owner relinquishes or limits the right to construct improvements on the land.

Second Unit. See "Dwelling, Second Unit."

Semi-Public Utility Building. A building owned or operated by a non-profit organization, private institution, or foundation, and used to provide utility services to its members or those persons it serves.

Service Entries. Building access for service providers.

Service Facilities. On-site facilities that support grounds maintenance, landscaping, and minor repair service relative to a primary use.

Setback. The distance by which a structure, parking area, or other development feature is separated from a design site line, other structure, or development feature

1. **Setback, Front.** An area extending across the full width of the design site between the front design site line and the primary structure.
2. **Setback, Rear.** An area extending the full width of the design site between a rear design site line and the primary structure.
3. **Setback, Side.** An area between a side design site line and the primary structure extending between the front and rear setback.

Setback, Building. The mandatory clear distance between a design site line and a building.

Setback, Parking. The mandatory clear distance between a design site line and parking.

Setback, Non-Street Frontage. Any side or rear setback not contiguous to a public right-of-way. Such setback shall be measured laterally from the nearest part of that portion of a primary building facing said side or rear setback toward the nearest point of the design site line.

Shared Parking. Any parking spaces assigned to more than one user, where different persons utilizing the spaces are unlikely to need the spaces at the same time of day.

Shopfront. See Subsection 6.090 (Shopfront).

Shopfront Base. A very low wall, that does not include glass, between the display window(s) of a shopfront and the adjacent sidewalk.

Sidewalk. A paved area along a street intended exclusively for pedestrian use and often installed between a street and design site frontages.

Single-Loaded, Building. A building containing dwellings and/or commercial units without common hallways for access to the dwellings and/or units.

Site Plan. A base sheet that includes the basic information that will appear on all plans including, but not limited to, natural features, roads, buildings, or other structures to remain on-site.

Special Architectural Elements. Church spires; belfries cupolas and domes; monuments; corner or entry towers on residential units; and other similar architectural elements.

Street, Front. Street located along the front design site line of a parcel.

Street, Side. Street located along a design site line of a parcel that is not along the front design site line.

Stoop. See Subsection 6.070 (Stoop).

Storefront. The majority portion of a shopfront frontage that consists of the display window and/or entrance and its components, including windows, doors, transoms, and sill pane.

Story. The portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above, the space between the floor and the ceiling above. If the finished floor level directly above a basement or cellar is more than six feet above grade for more than 50 percent of the total perimeter, such basement or cellar shall be considered a story.

1. **Story, First.** The lowest story or the ground story of any building, the floor of which is not more than 12 inches below the average contact ground level at the exterior walls of the building.
2. **Story, Half (syn. Attic Story).** A conditioned space that rests primarily underneath the slope of the roof, usually having dormer windows. The half story is identified by the ".5" in the description of maximum height (e.g., 2.5). A half-story is considered a story when its top wall plates, on at least two opposite exterior walls, are four feet or more above the floor of such story.
3. **Story, Mezzanine.** A story which covers one-third or less of the area of the story directly underneath it. A mezzanine story shall be deemed a full story when it covers more than one-third of the area of the story directly underneath said mezzanine story.

Street. A public or permanent private thoroughfare which affords a primary means of access to design site(s).

1. **Street, Front.** Street located along the front design site line.
2. **Street, Side.** Street located along a design site line that is not the front design site line

Street Frontage. The lineal length of that portion of a design site abutting a street.

Street Frontage, Principal. The length of the property line of any one premise parallel to and along the public right-of-way which it borders and which is identified by an officially assigned street address.

Street Tree. A tree planted in open spaces, parkways, sidewalk areas, easements, streets, and rights-of-way.

T. Definitions

Tandem Parking. A parking space deep enough to allow two cars to park, one behind the other.

Terrace. See Subsection 6.100 (Terrace).

Thoroughfares. A way for use by vehicular, pedestrian, and bicycle traffic that provides access to design sites and open spaces, and that incorporates vehicular lanes and public frontages.

Townhouse. See Subsection 4.090 (Townhouse).

Transect. A cross-Subsection of the environment showing a range of different habitats. The Natural-to-Urban Transect of the human environment is divided into multiple transect zones that describe the physical form and character of a place according to the intensity of its land use and urbanism.

Transect Zone. See "ODS Zone."

Transit Station. A design site or structure used for the purpose of parking, loading, and unloading freight and passengers from train or bus transportation. May include parking facilities and other commercial amenities to service transit passengers.

Transit Stop. A location where buses stop to load and unload passengers, excluding a stop that is only utilized by a school bus route operated seasonally or only during school hours for the intended purpose of serving students. A transit stop may or may not include a shelter or a pullout.

Turf. A surface layer of earth containing mowed grass with its roots. Annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue, and tall fescue are cool-season grasses. Bermudagrass, kikuyugrass, seashore paspalum, St. Augustinegrass, zoysiagrass, and buffalo grass are warm-season grasses.

U. Definitions

Understory. The smaller trees and shrubs below the canopy of large trees.

Unit. See "Dwelling Unit."

Upper Floor. A floor in a building containing habitable space that is located above the ground floor.

Usable Open Space. Common or private open space, excluding the following:

1. Required front setbacks;
2. Areas devoted to parking, driveways, and maneuvering areas;
3. Open space at grade less than 10 feet in its minimum dimension; and
4. Patios, balconies, or decks less than five feet in their minimum dimension.

V. Definitions

Visitability. A basic level of accessibility that enables persons with disabilities to visit others in their dwellings by providing at least one accessible means of egress/ingress for each residential unit.

W. Definitions

Walkable Neighborhood Center. A Walkable Urban environment that provides a concentrated mix of civic, institutional, and/or commercial uses.

Walkable/Walkability. The condition when an area is highly interconnected to other areas and appeals to pedestrians for recreational walking or for walking to work, transit, errands, shopping, or restaurants.

Walkway. A paved way located on one or more design sites, used for pedestrian traffic, and used exclusively by the design site owner(s), their guests, and invitees.

Wall Plane. A vertical surface defined by the facades of buildings.

Water Table, Architectural Feature. A horizontal projecting string-course of masonry, molding, or a ledge placed so as to divert rainwater from a building.

Width-to-Height Ratio. The ratio of the horizontal size of a space measured perpendicularly to the vertical height of a building.

Wing. A structure of at least five feet in depth physically attached to, and secondary to, the main body of a primary building.

X. Definitions

No specialized terms beginning with the letter Y are defined at this time.

Y. Definitions

Yard. See "Setback."

Z. Definitions

Zero Design Site Line. A building or structure that is placed on the property line.

Zone. See "Transect Zone."

Zone Map. The zoning map(s) of the City of Pittsburg, California, together with all amendments.

Zoning Administrator. The duly designated and appointed zoning administrator of the City of Pittsburg.

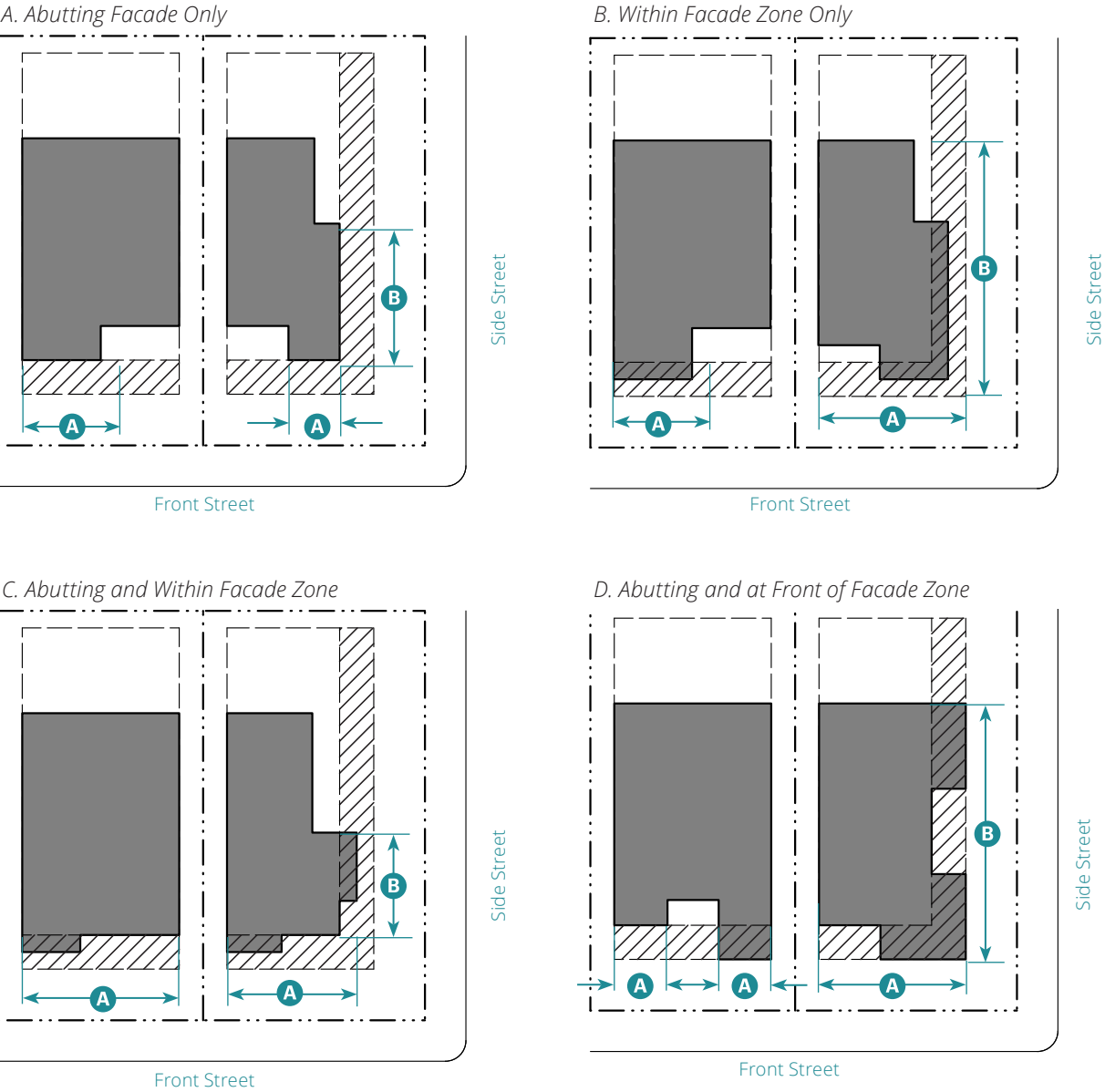
Zoning Code. The Zoning Ordinance of the City of Pittsburg specified in Title 18.

8.030 Measurement Methods

1. Primary Building within Facade Zone

- A. **Applicability.** The facade zone standards apply to new primary buildings and their additions along the front and side street of a design site.
- B. **Methodology.** The required amount is expressed in the zone standards as a percentage. The percentage is calculated as follows through an example for the front facade zone. The same approach is to be applied to the side street, using the minimum front and rear building setbacks.
 - (1) Identify the width of design site (e.g., 50 feet) and apply required front and side building setbacks (e.g., 5 feet and 5 feet).
 - (2) Subtract the horizontal length between each side setback and the adjacent side design site line from the total width of the design site. The result is the net buildable width of the design site (e.g., 40 feet).
 - (3) Multiply the required minimum percentage in the zone standards (e.g., 50 percent) by the net buildable width of the design site (e.g., 50 feet). The result is the minimum length, in feet, of building facade that shall be placed in or abutting the facade zone (e.g., 20 feet).

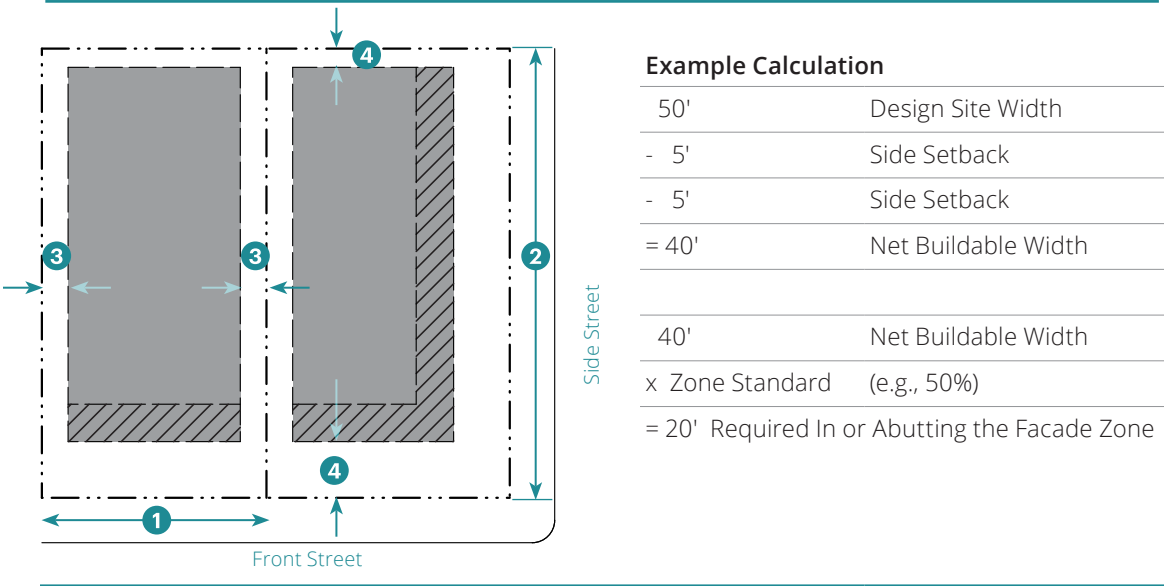
Figure 8.030.1: Applying the Required Amount to the Facade Zone



		Front Street	Side Street
	Facade Zone	50% min. ¹	50% min. ¹
	Buildable Area	A	B

¹This is an example. See Subsection 5 of the zone for the standard.

Figure 8.030.2: Determining the Required Amount Subject to the Facade Zone

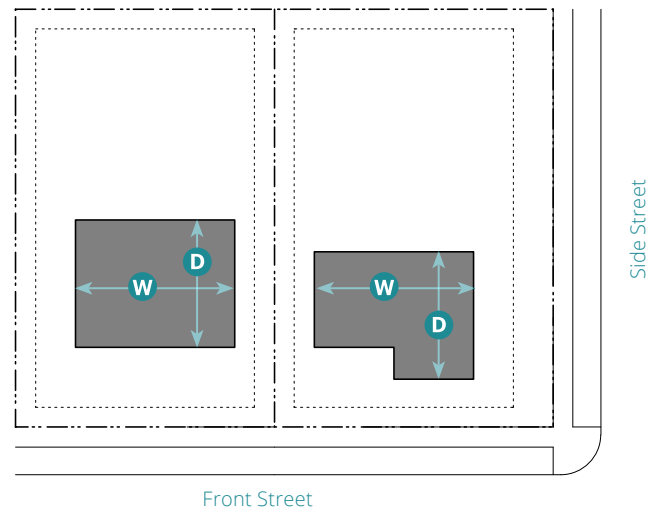


- 1 Width of Design Site
- 2 Depth of Design Site
- 3 Setback to be Subtracted from Design Site Width
- 4 Setback to be Subtracted from Design Site Depth

2. Measuring Building Types

A. **Methodology.** Measurement of width and depth.

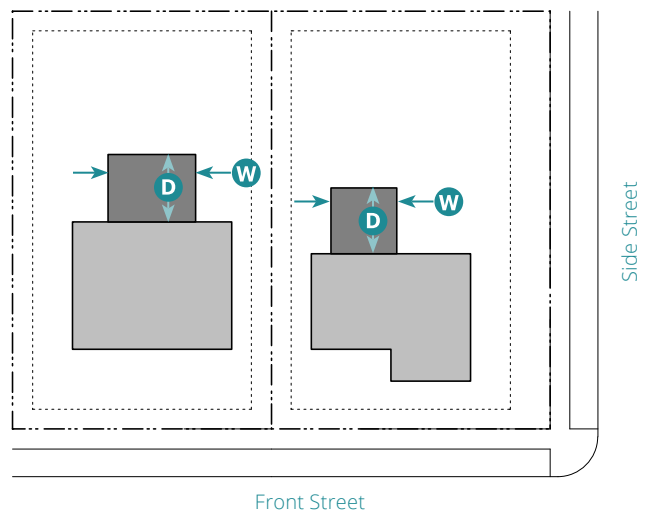
- (1) **Main Body.** The width and depth of the main body shall be measured as follows:
 - (a) The width shall be parallel to the front.
 - (b) The depth shall be perpendicular to the front.



**Figure 8.030.3:
Main Body**

- W** Width
- D** Depth

- (2) **Wings and Ancillary Structures.** The width and depth of wings and ancillary structures, shall be measured as follows:
- (a) The width shall be the greater of the two dimensions of the footprint.
 - (b) The depth shall be the lesser of the two dimensions of the footprint.



**Figure 8.030.4:
Wings and Ancillary Structures**

- W** Width
- D** Depth

- (3) **Open Space(s).** The width and depth of open spaces shall be measured as follows:
- (a) The width shall be parallel to the front
 - (b) The depth shall be perpendicular to the front.

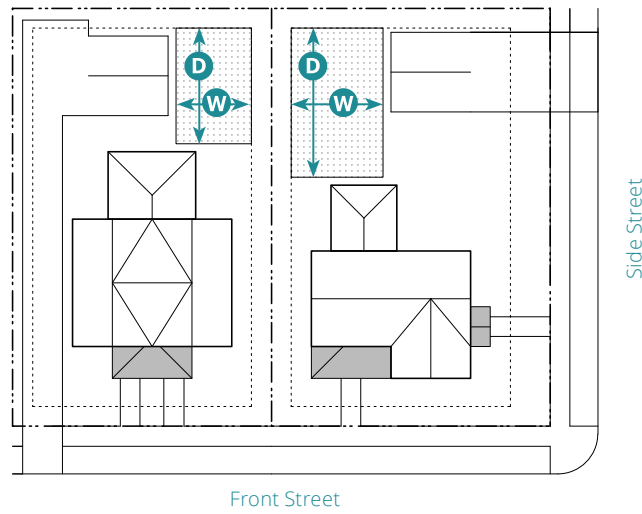


Figure 8.030.5:
Open Space(s)

- W** Width
- D** Depth

- (4) **Courtyard(s).** The width and depth of courtyards shall be measured as follows:
- The width shall be parallel to the front; unless the courtyard is a secondary courtyard accessed directly from a side street.
 - If a secondary courtyard is accessed directly from the side street, the width shall be parallel to the side street.
 - The depth shall be perpendicular to the width.

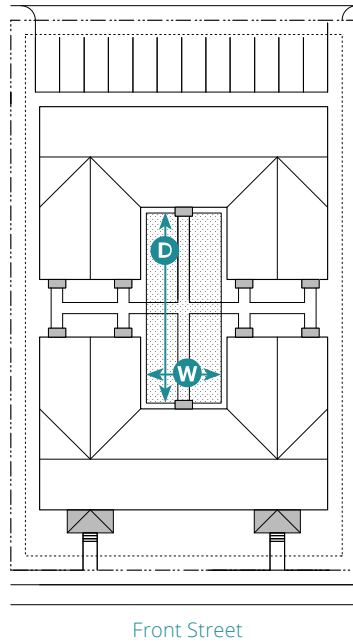


Figure 8.030.6:
Courtyard(s)

- W** Width
- D** Depth

- (5) **Width-to-Height Ratio.** Measurement of width-to-height ratio and depth-to-height ratio of forecourts.
- The width and depth of forecourts shall be measured per Figure 10 (Width-to-Height Ratio).
 - The height of forecourts shall be a measurement of the vertical plane of the building that defines the forecourt.

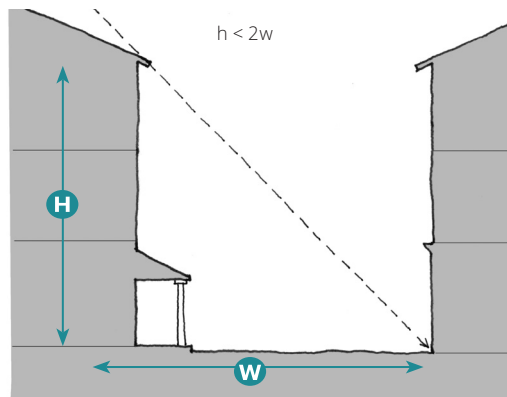


Figure 8.030.7:
Width-to-Height Ratio

- W** Width
- H** Height

(6) **Highest Eave/Top of Parapet.**

- (a) **Height, Overall.** The vertical distance between adjacent finished grade and the highest part of the structure directly above.
- (b) **Height, Top of Parapet.** The vertical distance between adjacent finished grade and the top of the parapet of the primary building.
- (c) **Height, Highest Eave.** The vertical distance between adjacent finished grade and the highest eave of the primary building.
- (d) **Highest Eave Measurement.** The measurement is to bottom of the eave assembly.
- (e) **Eave.** The edge of the roof that overhangs the face of the adjoining wall. The bottom of the eave can range from exposed rafters to a finished horizontal surface.

Figure 8.030.8: Top of Parapet and Flat Roof

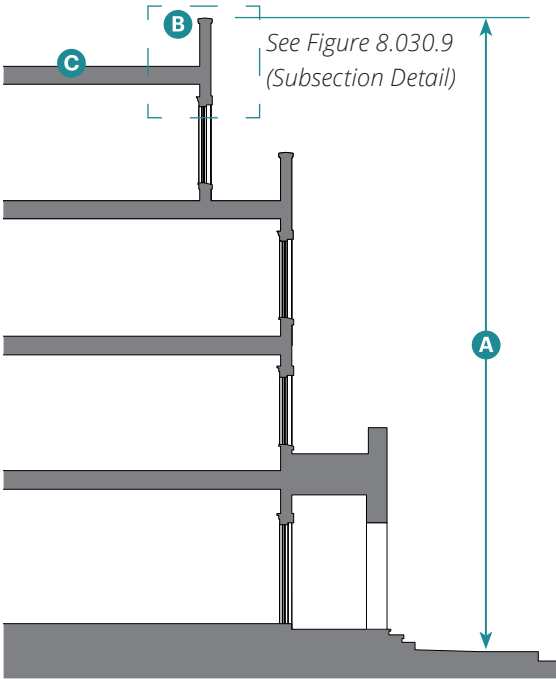


Figure 8.030.9: Subsection Detail of Top of Parapet and Flat Roof

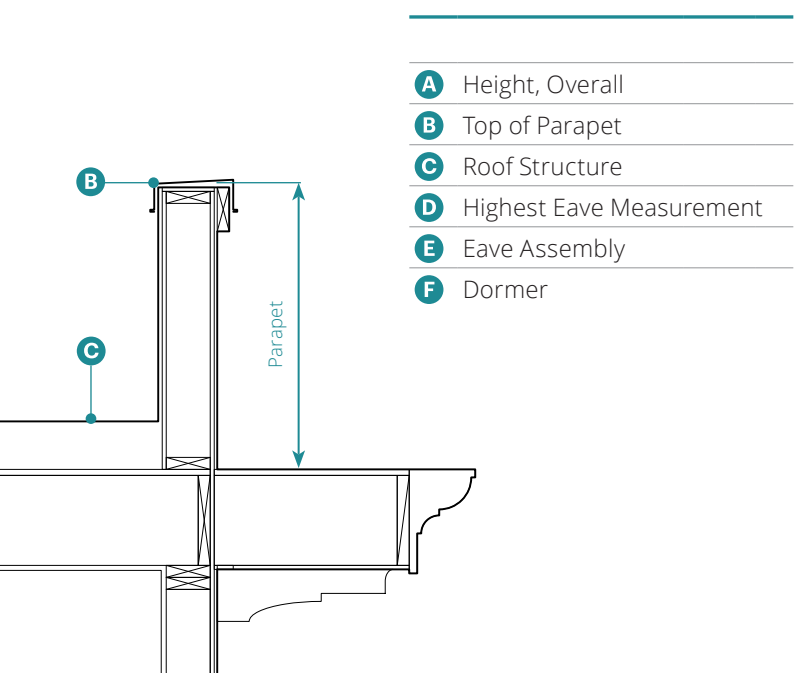


Figure 8.030.10: Highest Eave for Pitched Roof

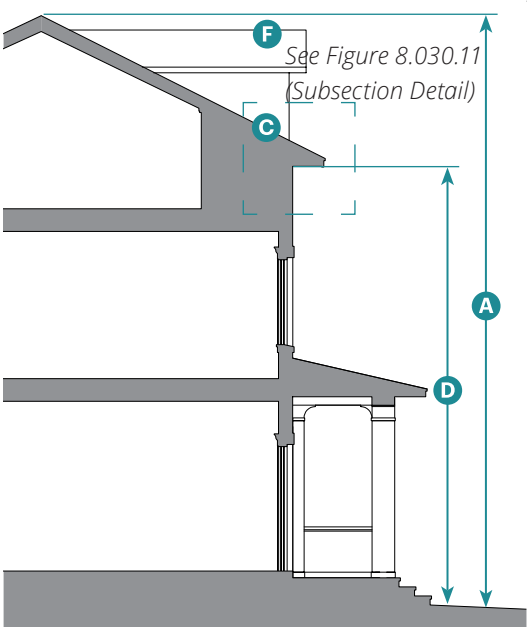
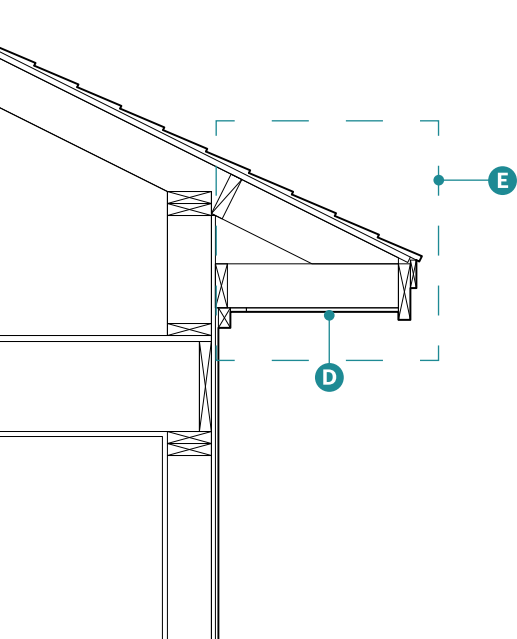


Figure 8.030.11: Subsection Detail of Highest Eave for Pitched Roof



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BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving Objective Design Standards 2023)
Adding Article XXI to Chapter 18.84 the)
Pittsburg Municipal Code) ORDINANCE NO. 23-

WHEREAS, the California Legislature has passed, and the Governor has signed a number of laws in recent years aimed at increasing the production of housing; and

WHEREAS, California Government Code Section 65913.4, as added by Senate Bill 35 of 2017, and as amended since, sets forth a ministerial approval process requiring objective design standards for specified residential housing projects; and

WHEREAS, staff has drafted a set of objective design standards to be applicable as set forth in an overlay district in compliance with State law; and

WHEREAS, the proposed amendments are governed by the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC); 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 or prior to April 28, 2023, notice of the May 9, 2023, Planning Commission 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 May 9, 2023, the Planning Commission held the hearing to consider proposed Resolution Recommending City Council adoption of an Ordinance Approving Objective Design Standards 2023, Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code, and amending the Zoning Map, for certain multi-family housing and mixed-use development projects, to further housing production consistent with state law, AP-22-0117 (RZ) and voted to adopt Resolution No.10229, recommending City Council approval of adding Article XXI to Chapter 18.84 of Title 18; and

WHEREAS, in order to adopt zoning text amendments, 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 September 8, 2023, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a “Notice of Public Hearing” for the September 18, 2023 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. The notice was also posted on www.nextdoor.com (“Nextdoor”); and

WHEREAS, on September 18, 2023, the City Council held a duly noticed public hearing on the Planning Commission’s recommendation for the City Council to approve the proposed amendment to Title 18; and

WHEREAS, this amendment of the municipal code 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 the activity in question consists of zoning text amendments that would not result in a physical impact on the environment.

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

SECTION 1. Findings.

- A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporate by reference.
- B. Based on the City Council Staff Report dated September 18, 2023, and entitled, “Introduction and Waive First reading of Two Ordinances for Objective Design Standards 2023: Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code and Amending the Zoning Map for Certain Multi-family Housing and Mixed-use Development Projects to Further Housing Production Consistent with State Law”, and based on all written and oral testimony presented at the meeting, the City Council finds that:
 1. All recitals above are true and correct and are incorporated herein by reference.
 2. The proposed amendments are consistent with the objectives, policies, general land uses and programs in the General Plan. Most specifically, Land Use Element (LUE) Goal 2-P-2 which directs the City to update the City’s Zoning Ordinance and Subdivision Regulations for consistency with the General Plan.

3. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed amendments would allow consistency with recently adopted or enacted legislation on Objective Design Standards by the state.
4. There is a community need for the proposed amendments in that they make PMC Title 18 more current to administering land use policies within the City of Pittsburgh.
5. The proposed changes would be in conformity with the public convenience, general welfare, and good zoning practice, in that it removes ambiguities to make it clear and easier for both staff and the general public to understand and use as a guide in planning and processing development applications.

SECTION 2. Amendment. PMC Title 18 is hereby amended to add Article XXI to Chapter 18.84 as set forth below:

Article XXI. Objective Design Standards

18.84.980 Purpose.

The purpose of this article is to establish objective design standards, in compliance with state law, that protect and promote public health, safety, welfare and community aesthetics consistent with the goals, objectives and policies in the General Plan. This article establishes an application and review process for residential or mixed-use projects qualifying for ministerial approval under state law that further housing production.

18.84.985 Applicability.

A. Objective design standards shall apply to proposed development as identified in Objective Design Standards 2023.

B. The objective design standards shall be implemented through an overlay of zones.

C. Any applicant for a proposed development may select either to comply with the objective design standards or Title 18, Chapter 18.36.

18.84.990 Application Requirements.

Application requirements are set forth in Objective Design Standards 2023.

18.84.995 Standard of Review.

Proposed development subject to objective design standards and ministerial approval shall be considered in compliance with state law and requirements set forth in Objective Design Standards 2023.

SECTION 3. Approval and Adoption. The City Council hereby approves and adopts Objective Design Standards 2023 attached as, “Exhibit A” to this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 5. 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 6. 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 September 18, 2023, and was adopted and ordered published at a meeting of the City Council held on _____, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Zoning Map to establish)
a Citywide Limited Overlay for Objective)
Design Standards 2023)

ORDINANCE NO. 23-

WHEREAS, the California Legislature has passed, and the Governor has signed a number of laws in recent years aimed at increasing the production of housing; and

WHEREAS, California Government Code Section 65913.4, as added by Senate Bill 35 of 2017 and as amended since, sets forth a ministerial approval process requiring objective design standards for specified residential housing projects; and

WHEREAS, staff has drafted a set of Objective Design Standards to be applicable as set forth in a limited Citywide overlay district in compliance with State law; and

WHEREAS, on or prior to April 28, 2023, notice of the May 9, 2023, Planning Commission 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 May 9, 2023, the Planning Commission held the hearing to consider proposed, "Resolution Recommending City Council adoption of an Ordinance Approving Objective Design Standards 2023, Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code, and amending the Zoning Map, for certain multi-family housing and mixed-use development projects, to further housing production consistent with state law, AP-22-0117 (RZ)", and voted to adopt Resolution No.10231, recommending City Council approval; and

WHEREAS, on or prior to September 8, 2023, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a "Notice of Public Hearing" for the September 18, 2023, public hearing on this item was posted at City Hall; 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. A copy of the notice was also placed on the "Public Notices" page of the City website on September 8, 2023. The notice was also posted on www.nextdoor.com ("Nextdoor"); and

WHEREAS, on September 18, 2023, the City Council held a duly noticed public hearing on the Planning Commission's recommendation for the City Council to approve the proposed amendment to the Zoning Map to establish a Citywide Limited Overlay for Objective Design Standards 2023; and

WHEREAS, this Zoning Map amendment 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 the activity in question consists of zoning overlay related to objective design standards text amendments that would not result in a physical impact on the environment.

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

SECTION 1. Zoning Map Amendment Approval and Adoption. The Zoning Map is hereby amended to add the Objective Design Standards 2023 Limited Overlay Map, attached as "Exhibit A" to this Ordinance.

SECTION 2. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 3. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 4. 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 September 18, 2023, and was adopted and ordered published at a meeting of the City Council held on _____, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

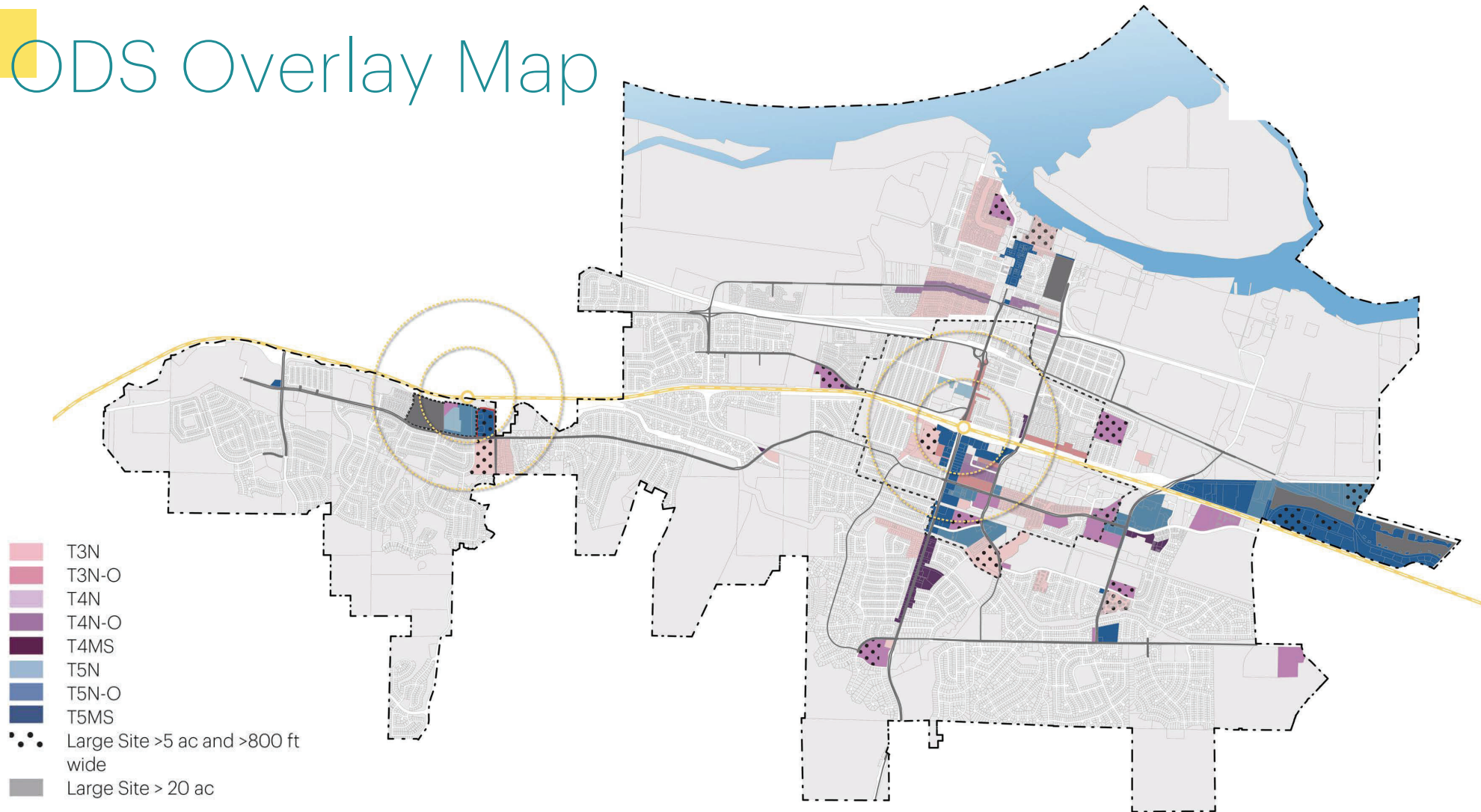
ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

ODS Overlay Map



Pittsburgh Objective Design Standards



Design Standards Gap Analysis

City of Pittsburg
Objective Design
Standards

Task 1 Deliverable
August 2021





Introduction

Citywide Context Analysis

As part of the work on developing Objective Design Standards for the City of Pittsburg, the first step involved citywide mapping to document and analyze the existing physical environment. This provides an understanding of the built context, identifies repeating patterns in the built form and existing lots. This analysis is summarized in the form of maps and findings in [Section 1](#) of this document.

Physical Test Fits on Opportunity Sites

The next step was to test out the existing zoning and other development standards on a sampling of sites across the City and across different zones. Ten Opportunity Sites were identified by City staff, and through a process of Lot Testing, each of these sites was studied in terms of its physical characteristics, surrounding uses and context, applicable regulatory standards, and capacity to support a range of building types and uses. This analysis, detailed in [Section 2](#) of this document, helps identify limiting factors to development in the current standards that could be addressed in creating the Objective Design Standards.







Citywide Context Analysis

SECTION

1

Background

Pittsburg is a city with a population of 60,000 in Contra Costa county, located within commuting distance of regional centers such as San Francisco (37 miles), Oakland (29 miles), Sacramento (65 miles) and San Jose (60 miles). Established in the late 1800s as an industrial center along the Suisun Bay, Pittsburg has a rich industrial past and with its deep water channel river port, has played an important role in the development of the San Francisco Bay Area.

Pittsburg has a total area of approximately 20 square miles, out of which about 18 square miles are land. It has a diverse population and is home to a number of large employers and institutions. It shares boundaries with the cities of Concord and Antioch, and the unincorporated community of Baypoint.





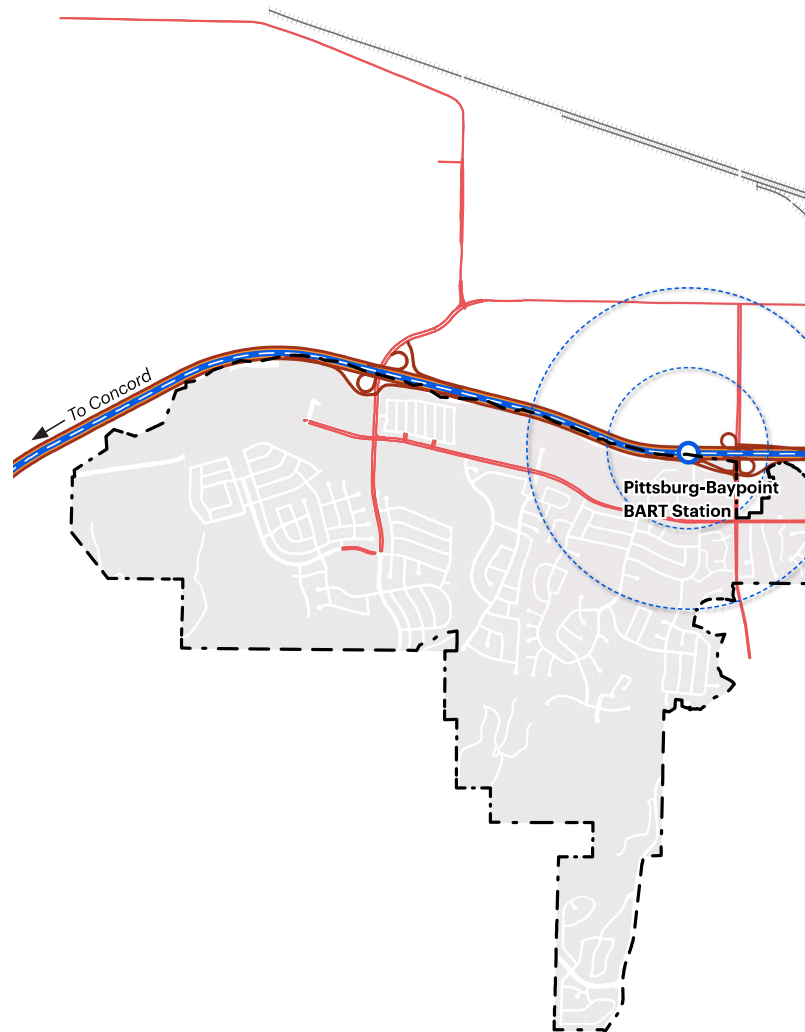
Access + Connectivity

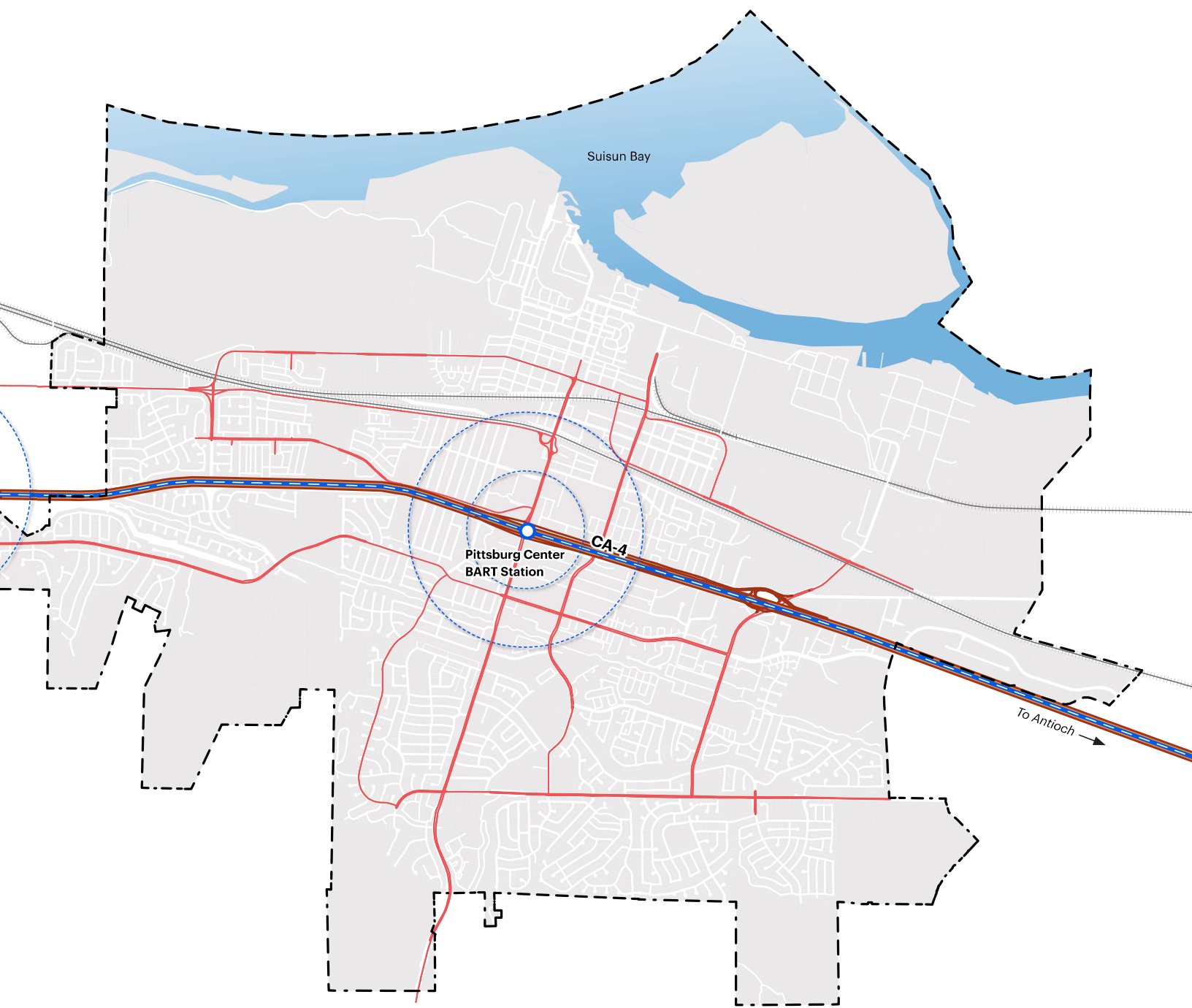
Findings

Pittsburg has good highway and transit access. State Highway 4 (the California Delta Highway) traverses the city in the east-west direction, and the Bay Area Rapid Transit (BART) light rail runs along the same right-of-way. Pittsburg has two BART stations on the Antioch-SFO line, at Pittsburg-Baypoint (at the boundary of the two cities) and at Pittsburg Center, in the heart of downtown Pittsburg at the intersection of CA-4 and Railroad Avenue. Local bus service is managed by Tri-Delta Transit, serving Pittsburg and adjoining cities including Antioch, Brentwood, Baypoint and Oakley.

Implications for Objective Design Standards

- In keeping with its General Plan goals, Pittsburg is prioritizing walkability and reduced dependence on driving. Future development in Pittsburg will be thus guided to a large extent by area plans that the City has adopted, several of which are focused at transit stations, such as the Railroad Avenue Specific Plan.
- Intensification of development will be more feasible in parts of the city with good access, in particular transit access. Active transportation will also be an important consideration.





Key

- | | |
|------------------------|-------------------|
| ● BART Station | — Highway |
| — BART Rail Line | — Major Arterial |
| ○ 5-10 Minute Walkshed | — California Rail |

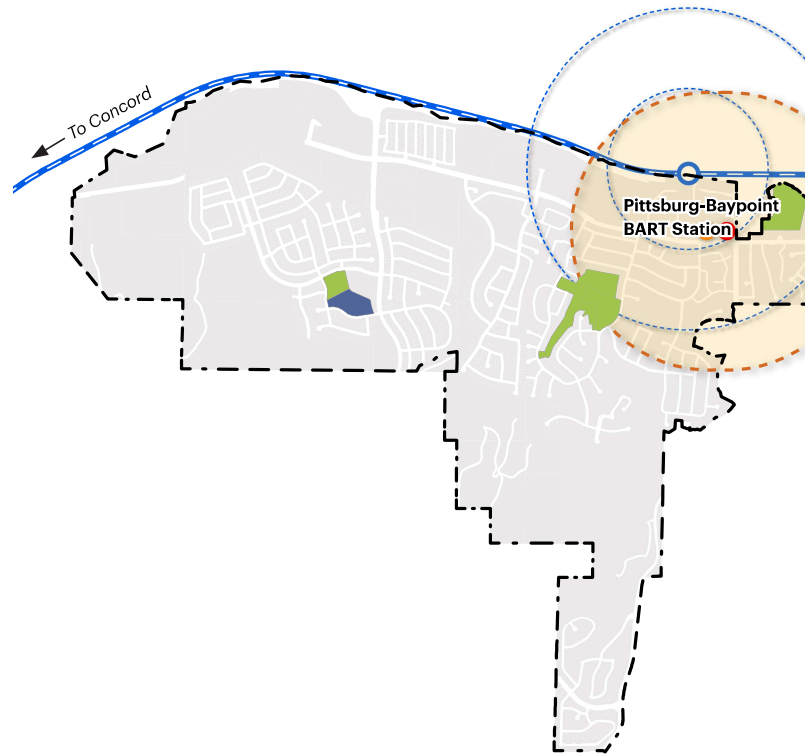
Community Destinations

Findings

Mapping popular destinations such as parks, schools, retail centers, employment hubs and other community and civic destinations helps to determine the level of access to services and amenities across the city; and this in turn helps to determine areas that can support greater intensification and/or transformation, say from a residential enclave to a mixed-use neighborhood.

Implications for Objective Design Standards

- Access to amenities and services will be an important consideration in delineating areas for potential intensification and/or transformation when developing Objective Design Standards. In promoting walkability, areas with the greatest intensity of uses should be located near popular community destinations.
- Proximity to retail and employment hubs, as well as to schools and open spaces, will guide the intensity and mix of uses in future nodes and corridors.





Key

- | | | |
|-----------------------------------|-------------------------|-----------------|
| BART Station | Civic Institution | Retail Node |
| BART Rail Line | Religious Institution | Employment Node |
| 5-10 Minute Transit Walkshed | School | Marina |
| 10 Minute Walkshed (Around Nodes) | Park/ Trail/ Open Space | |

Existing Zoning

Findings

The Zoning Map for Pittsburg provides the regulatory framework for development within the City. Pittsburg has a number of residential, commercial and mixed-use zones that would be considered for crafting the citywide Objective Design Standards. Several of these zones were analyzed when carrying out Lot Testing on the selected Opportunity Sites.

Implications for Objective Design Standards

- Zones will be analyzed to identify limiting factors, and zone standards will be adjusted to be objective and non-conflicting.
- Zone standards will also be updated to reflect market conditions, the desired degree of change in different parts of the study area, and to meet the City's other development and housing goals.
- The zones where Objective Design Standards would apply could be determined by looking at existing zone standards to see which are most supportive of multifamily and mixed-use development; as well as potential intensification. Based on preliminary analysis, these zones are listed below, highlighted in blue. Ones with a question mark need discussion with City staff.

Residential Zones:

RH, RH-D, RM, RM-D, RM-O, RMD-O, RS-5(?)

Commercial Zones:

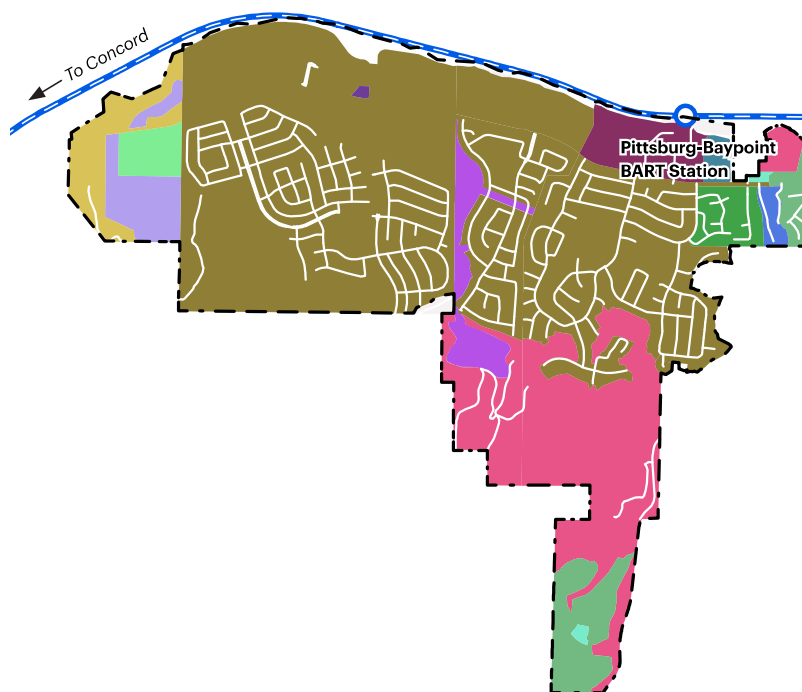
CC, CP, CN(?), CW(?), SC(?)

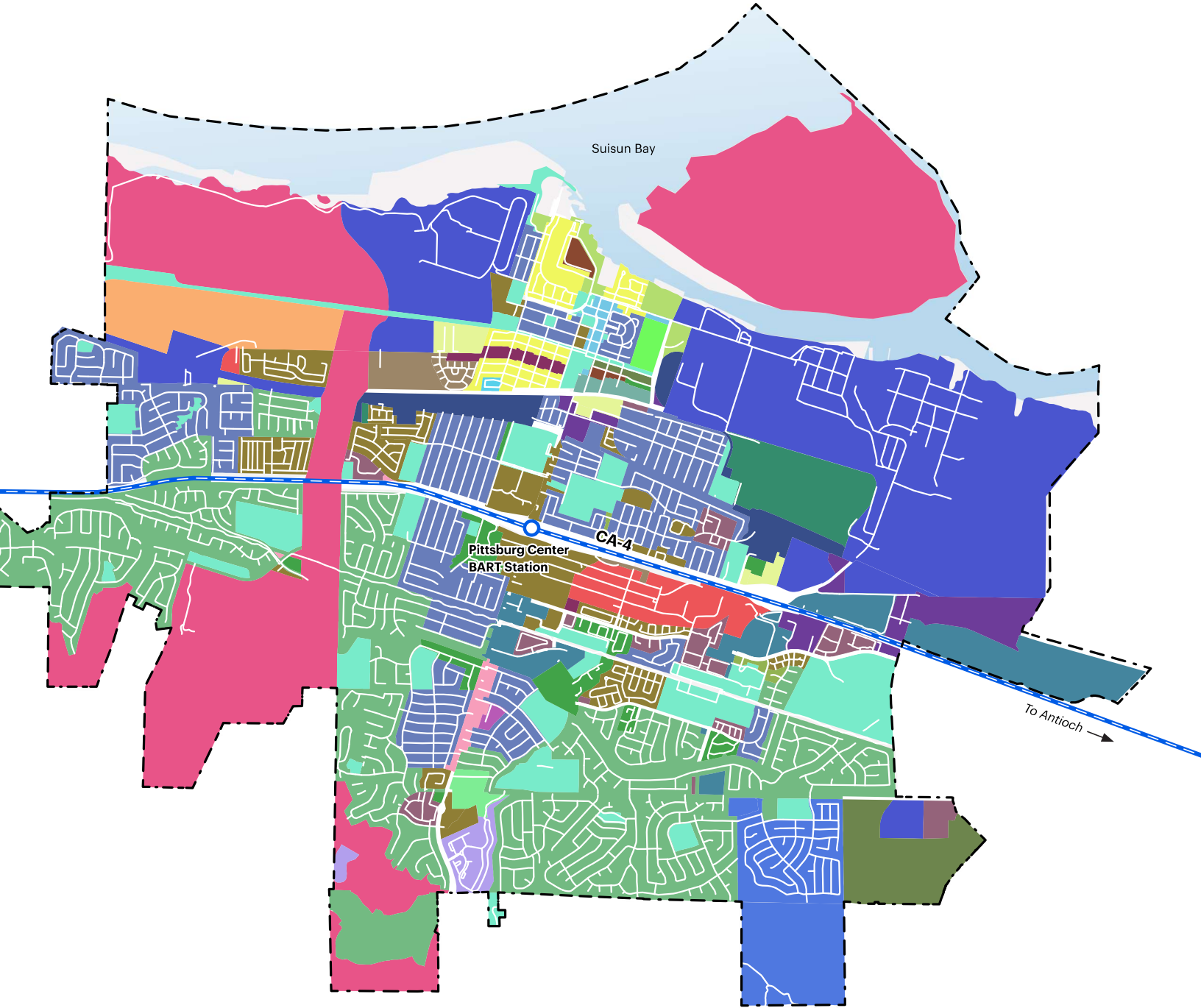
Mixed Use Zone:

M

Other Zones:

GQ(?), PD (RASP, PBSP)





Key

BART Station	CO-O	GQ	IP	PD	RMD-O
BART Rail Line	CP	HPD	IP-O	RH	RS-10
5-10 Minute Walkshed	CS	IG	M	RH-D	RS-4
CC	CS-D	IG-O	OS	RM	RS-5
CN	CS-O	IL	OS District	RM-D	RS-6
CO	CW	IL-O	OS-O	RM-O	RS6-O

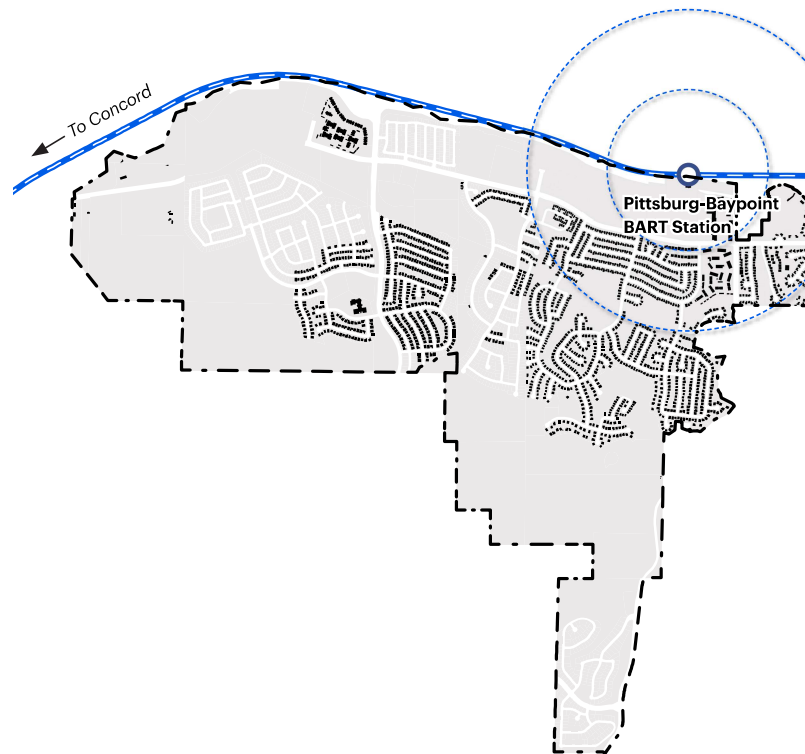
Existing Built Form

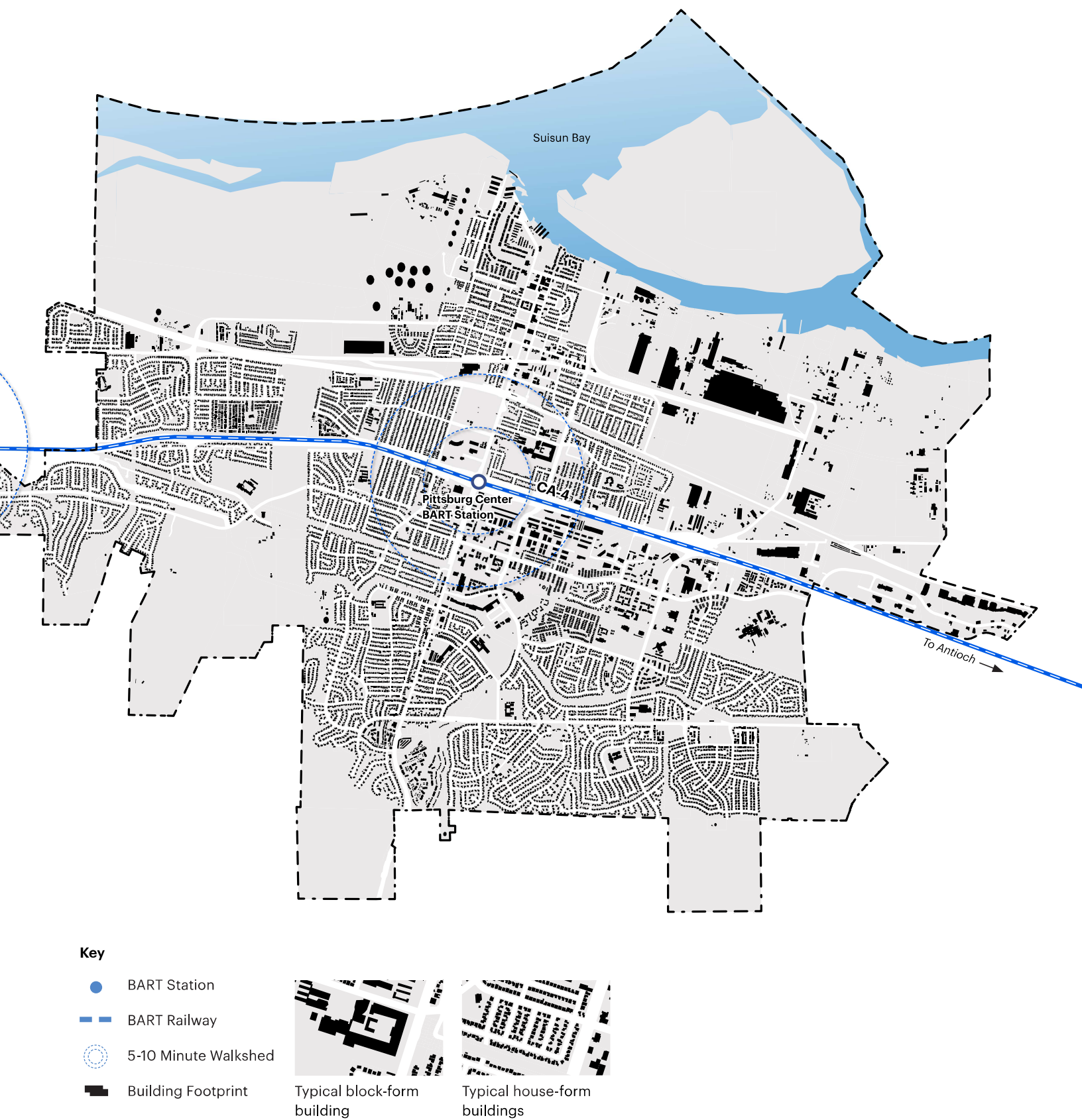
Findings

The map on the facing page shows existing building footprints within the study area. Two clear patterns emerge: of "house-form" and "block-form" buildings. The former refers to detached, smaller buildings at the scale of a house. House-form environments are typically lower-intensity and often predominantly residential in character. Block-form buildings refer to attached buildings, with small to no setbacks, typically framing the entire perimeter of a city block, or most of one. Block-form environments are typically seen in areas with a higher intensity of uses and development, such as downtowns. These environments are also typically more mixed-use in character.

Implications for Objective Design Standards

- Intensity of future development should complement the scale and form of existing buildings, unless intensification is desired.
- In areas where built form is likely to intensify, it will be important to consider appropriate transitions in scale and form to adjacent house-form environments such as residential neighborhoods.





Lot Characteristics

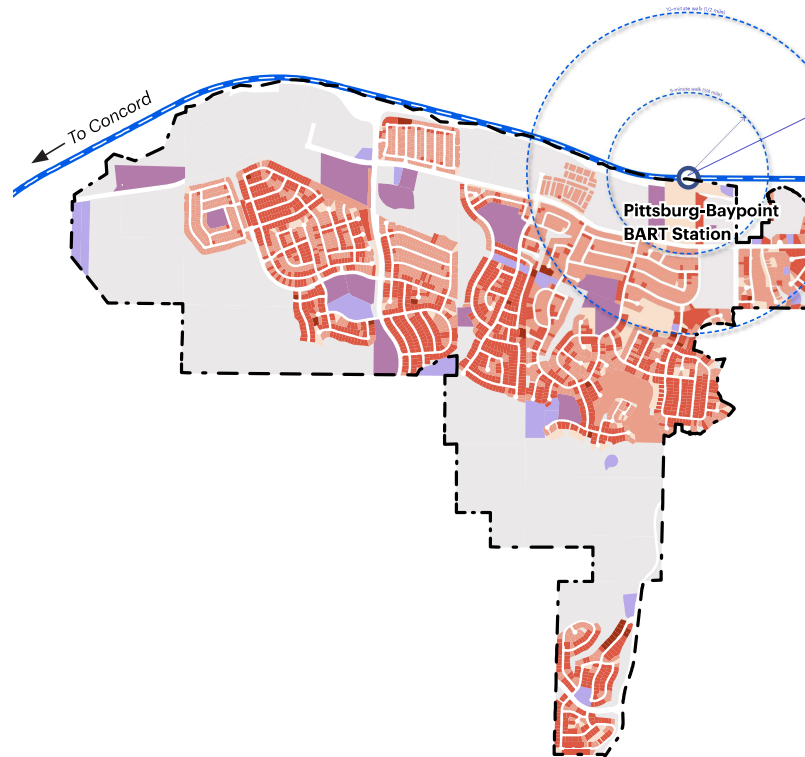
Findings

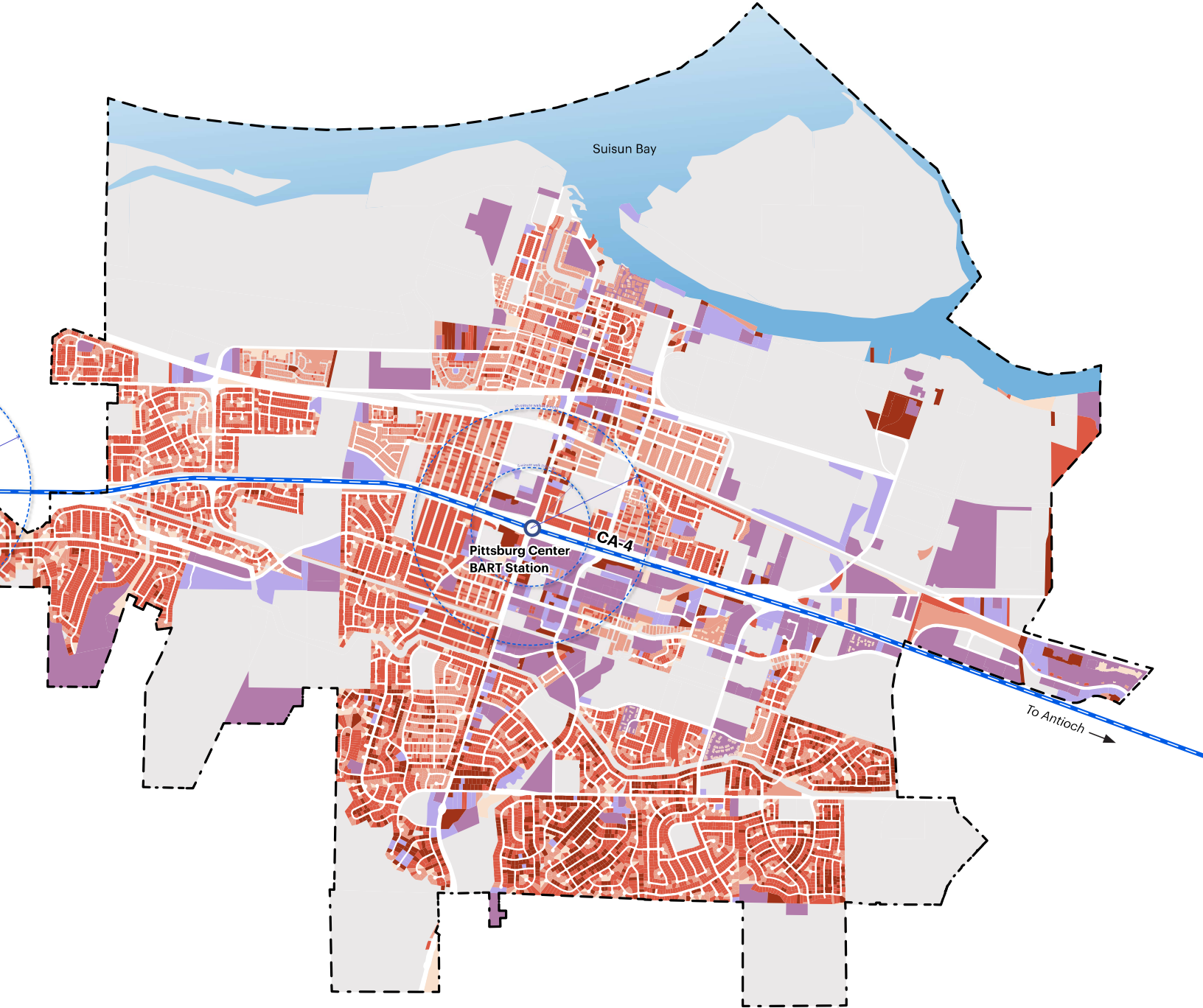
This map shows the ranges of lot width for existing lots in the study area. Note that the analysis ignores lots that are outliers in size, as well as lots that are very irregular in shape. Also note that while lot depth is also an important condition to analyze, lot width is typically a more critical dimension in determining the range of building types that can fit on a given parcel.

The majority of lots within the study area fall within the lot width range of 25' to 75'.

Implications for Objective Design Standards

- Lot width and lot depth will determine the palette of building types that can be accommodated, as well as potential parking strategies.
- Lot size will also determine the degree of potential transformation, given that in the current real estate market, mixed-use development is challenging on small lots, as is structured parking. For efficiency, a solution often used by developers is lot consolidation to create larger parcels. Since this can have unexpected results, it is an important element to address in the Objective Design Standards.





Key

- | | | |
|----------------------|--------------------|----------------------|
| BART Station | Lot Width 0-24 ft | Lot Width 75-99 ft |
| BART Rail Line | Lot Width 25-49 ft | Lot Width 100-149 ft |
| 5-10 Minute Walkshed | Lot Width 50-74 ft | Lot Width 150-299 ft |





Lot Testing of Opportunity Sites

SECTION
2

Overview and Approach

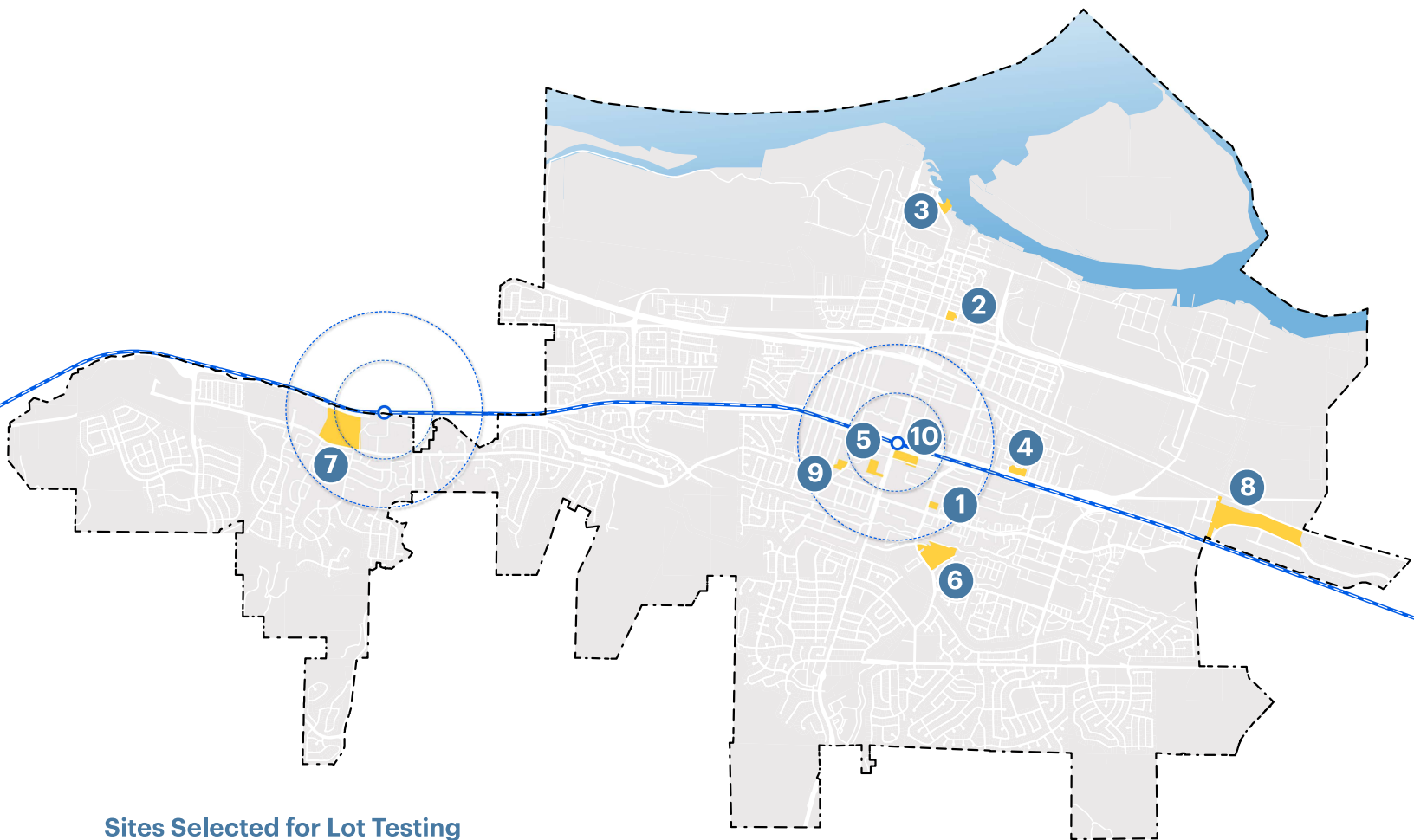
Lot Testing: Purpose and Method

Lot testing is a critical step to testing out existing development standards to reveal existing inconsistencies and highlight factors limiting development. For Pittsburgh, lot testing was carried out on 10 sites selected by the City. These sites were selected on the basis of the following criteria:

- The selected lots had to be fairly typical of the existing lots in that area in terms of lot dimensions and proportion (some lots could not be outliers in terms of size but not all).
- Selected lots should be in parts of the City where a change in land use and/or intensity of development is anticipated, and politically viable.
- Lots were selected from a variety of existing residential and mixed-use zones to ensure that development standards were being tested for a variety of conditions.

Lot testing included reviewing existing zoning standards and determining the maximum developable envelope (for most lots), shown as a simple massing model. The next step involved developing a hypothetical project on that lot following the applicable development standards. Out of several possible determinants of the maximum built envelope such as density, maximum height and FAR, density was taken to be a "given". In other words, the hypothetical program attempted to achieve the maximum density allowed for that lot, and the resultant massing helped reveal development standards that could not be met, or were in conflict. In this way, the conceptual massing and program helped to determine the key factors limiting developing the lot to its full capacity.

The selected lots are shown on the map on the facing page, and the analysis for each is described in the following pages.



Sites Selected for Lot Testing

- 1 2301 Harbor Street
- 2 925 Cumberland Street
- 3 Marina Boulevard/ Cutting Avenue - Note this was not tested, more information needed
- 4 680 California Avenue
- 5 2156 Railroad Avenue
- 6 Harbor Street
- 7 1700 West Leland Road
- 8 4401 Century Boulevard
- 9 2188 Crestview Drive
- 10 2101 Railroad Avenue

01

2301 Harbor Street

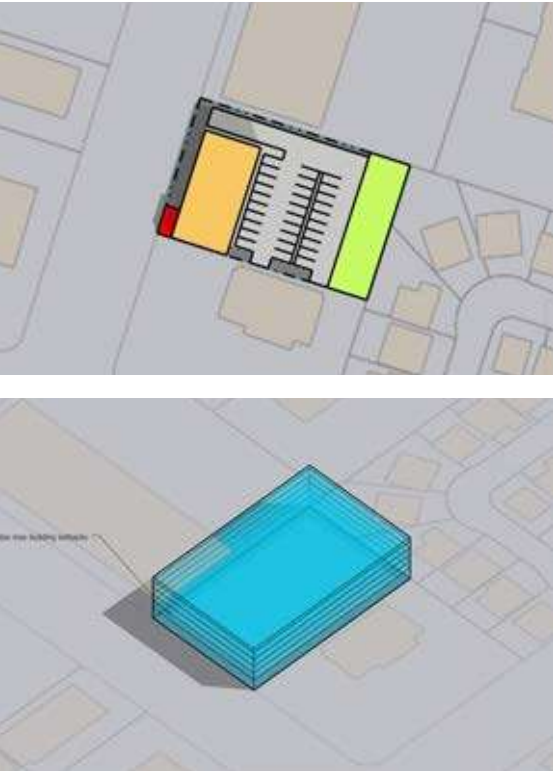
APN 088-650-061



Lot Information	
Site Area	0.76 ac
Zoning	PD/ Railroad Avenue SP CC (Community Commercial)
GP Designation	Community Commercial
Existing Condition	Vacant

Development Standards	
Characteristics	Development Standards
Lot Width	50' min.
Lot Area	5,000 sf min.
Setback, Front	0 to 15' min.
Setback, Corner/Side Street	0 to 10' min.
Setback, Side	0 to 10' min.
Setback, Rear	0 to 10' min.
Height	60' max.
Site Landscaping	10 % min.
Open Space	-- sf/unit
Storage	-- sf/unit
Density (min. lot area/unit)	1,800 sf/unit
FAR	0.50 to 0.75 max.
Lot Coverage	50 % max.

Parking Standards	
Multifamily Residential	
Residential	1.0 to 1.5 space/unit
Guest Parking	-- space/unit
Non-Residential	
Commercial	1.0 space/333 sf



Option Summary	
Number of Units	18 units
Resultant Density	33 du/ac
Resultant FAR	0.64 --
Commercial Area	2,250 sf
Residential Area	19,000 sf
Commercial Parking Req.	7 spaces
Residential Parking Req.	19 spaces
Total Parking Provided	30 spaces

- Key**
- Max Zoning Envelope
 - Residential
 - Commercial
 - Site Landscaping



This option tests a mixed-use building along Harbor Street, with surface parking behind the building. Ground floor residential uses are set back from the front property line.

Observations

- Difficult to develop to maximum allowed height given the base maximum Floor Area Ratio (FAR) and maximum allowed density.
- Maximum allowed FAR limits parking approach and intensity.
- Per bullet point 3 under Development Intensity Range Requirements (page 92 of Railroad Avenue Specific Plan), allowed FAR may be increased to 0.75 maximum. Residential area is then allowed to be up to 24,895 sf. The outcome would be larger units and an additional floor of residential use.
- The lot test suggests the potential for higher density than currently allowed by the zone.

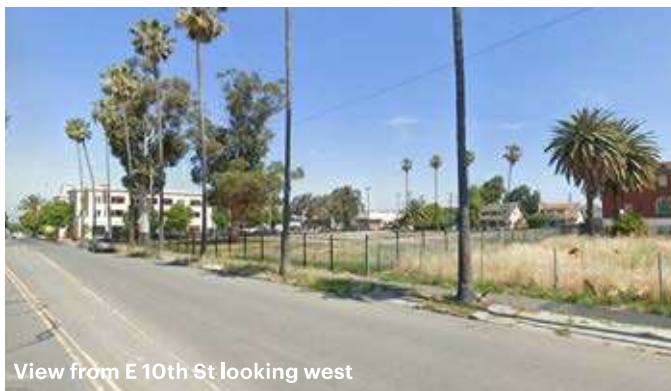
What are the key limiting factors?

1. **Maximum Density**
2. **Maximum FAR**

02

925 Cumberland Street

APN 085-196-004

**Lot Information**

Site Area	1.16 ac
Zoning	RH-D (Residential High Density)
GP Designation	Downtown Medium Density
Existing Condition	Vacant

Development Standards

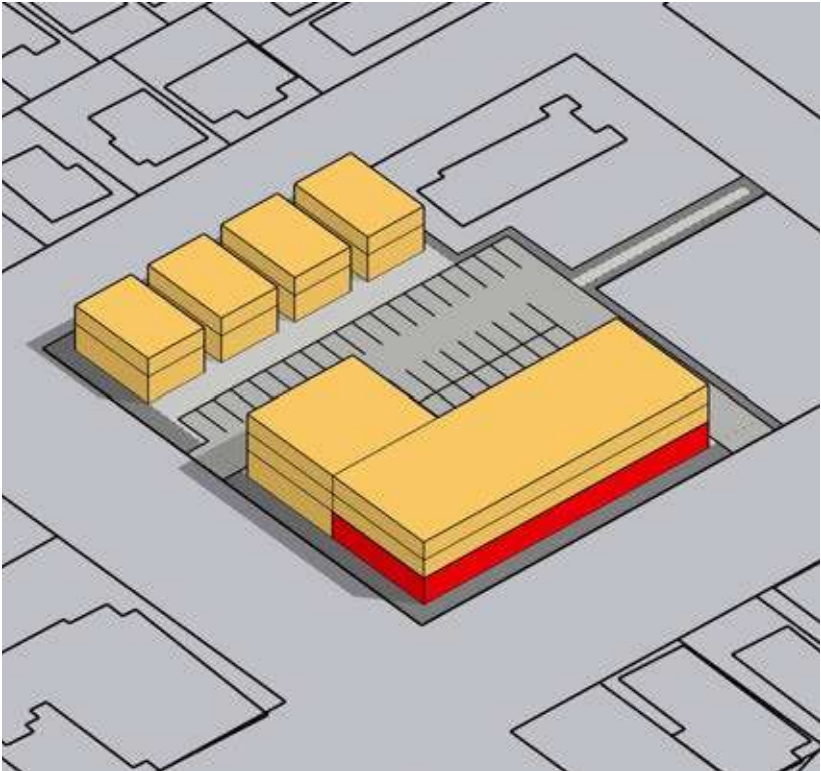
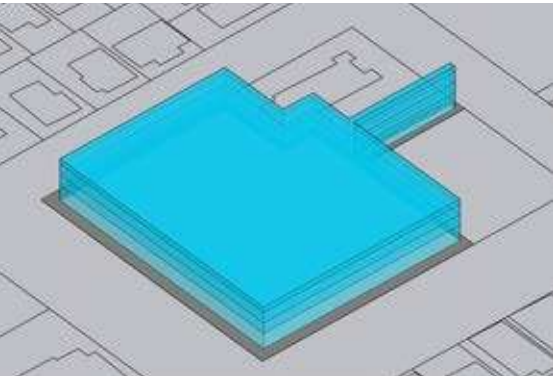
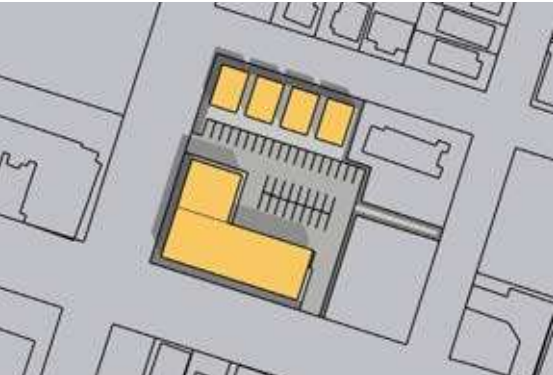
Characteristics	Development Standards
Lot Width	100' min.
Lot Area	30,000 sf min.
Setback, Front	10' min.
Setback, Corner/Side Street	10' min.
Setback, Side	5' min.
Setback, Rear	5' min.
Height	40' max.
Site Landscaping	20 % min.
Open Space	60 sf/unit
Storage	200 sf/unit
Density (min. lot area/unit)	1,500 sf/unit
Residential FAR	-- --
Commercial FAR	0.75 max.
Lot Coverage	80 % max.

Parking Standards**Multifamily Residential**

Residential (up to 1 bedroom)	2.0 spaces/unit min., 1 must be covered
Residential (2 bedroom)	2.5 spaces/unit min., 1 must be covered
Guest Parking	-- space/unit

Non-Residential

Commercial	1.0 space/500 sf
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Option Summary	
Number of Units	33 units
Resultant Density	28.9 du/ac
Resultant FAR	0.99 --
Commercial Area	7,716 sf
Residential Area	42,188 sf
Commercial Parking Req.	15 spaces
Residential Parking Req.	74 spaces
Total Parking Provided	45 spaces

- Key**
- Max Zoning Envelope
 - Residential
 - Commercial
 - Site Landscaping (Not Shown)

This option tests a mixed-use building facing E 10th Street. Missing Middle Housing types are used to transition to the residential neighborhood edge. Tuck under and surface parking are internal to the lot.

Observations

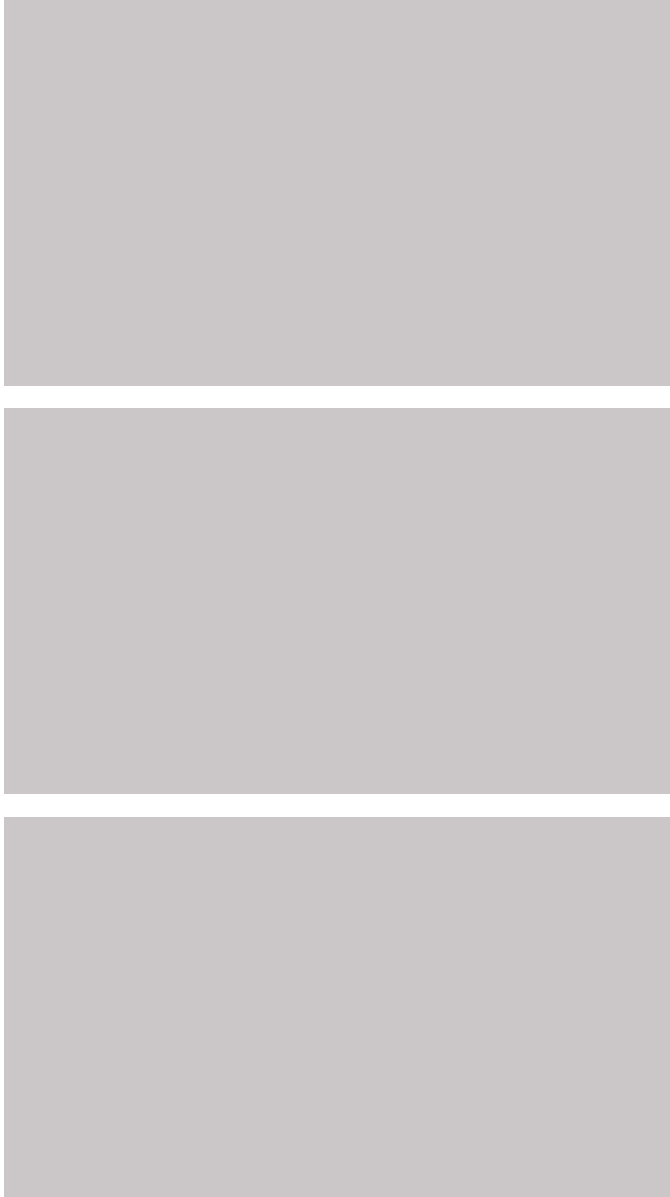
- Covered parking requirement constrains parking approach (e.g. requiring canopy structure or podium buildings).
- Parking standards are high, limiting development.
- Maximum density is achievable on the site if maximum FAR is exceeded and parking requirement lowered.
- Massing is unable to meet maximum allowed height, which suggests potential for higher density than currently allowed.

What are the limiting factors?

1. **Parking Standards**
2. **Maximum FAR**
3. **Maximum Density**

NOTE: THIS SITE WAS NOT TESTED. CONFIRMATION OF SITE REQUESTED.**03**

Marina Blvd / Cutting Ave

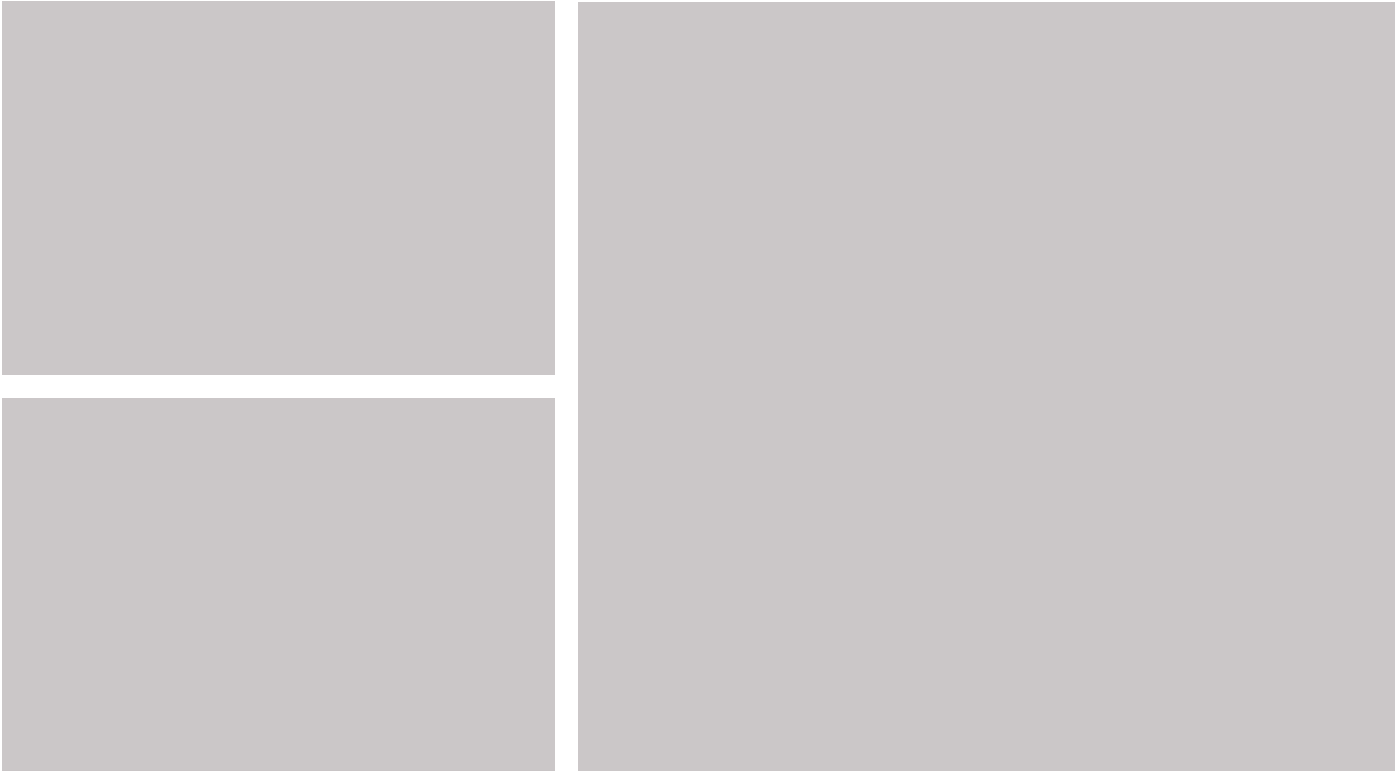
APN 085-071-046 & 085-071-038

Lot Information	
Site Area	1.40 ac
Zoning	CW (Commercial Waterfront)
GP Designation	Marine Commercial
Existing Condition	

Development Standards	
Characteristics	Development Standards
Lot Width	min.
Lot Area	sf min.
Setback, Front	min.
Setback, Corner/Side Street	min.
Setback, Side	min.
Setback, Rear	min.
Height	max.
Site Landscaping	% min.
Open Space	sf/unit
Storage	sf/unit
Density (min. lot area/unit)	sf/unit
FAR	--
Lot Coverage	% max.

Parking Standards	
Multifamily Residential	
Residential (up to 1 bedroom)	spaces/unit min., 1 must be covered
Residential (2 bedroom)	spaces/unit min., 1 must be covered
Guest Parking	space/unit
Non-Residential	
Commercial	space/500 sf

NOTE: THIS SITE WAS NOT TESTED. CONFIRMATION OF SITE REQUESTED.

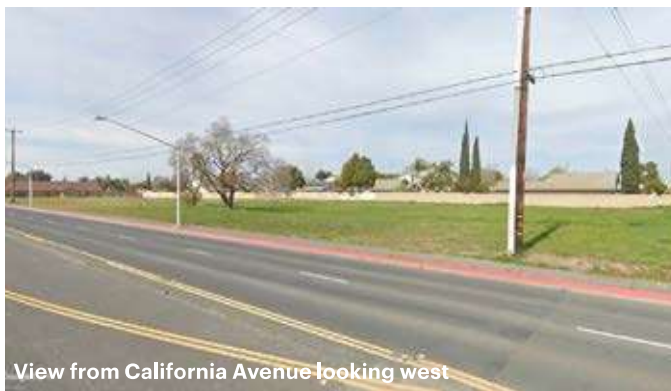


Option Summary	
Number of Units	units
Resultant Density	du/ac
Resultant FAR	--
Commercial Area	sf
Residential Area	sf
Commercial Parking Req.	spaces
Residential Parking Req.	spaces
Total Parking Provided	spaces

What are the limiting factors?

04 680 California Ave

APN 073-140-019 & 073-281-052



Lot Information

Site Area	2.24 ac
Zoning	RS-5 (Residential Single Family 5,000 sf min. lot area)
GP Designation	Low Density Residential
Existing Condition	Vacant

Development Standards

Characteristics	Development Standards
Lot Width	50' min.
Lot Area	5,000 sf min.
Setback, Front	20' min.
Setback, Corner/Side Street	10' min.
Setback, Side	5' min.
Setback, Rear	15' min.
Height	28' max.
Site Landscaping	15 % min.
Open Space	-- sf/unit
Storage	-- sf/unit
Density (min. lot area/unit)	5,000 sf/unit
Residential FAR	-- --
Commercial FAR	0.5 max.
Lot Coverage	50 % max.

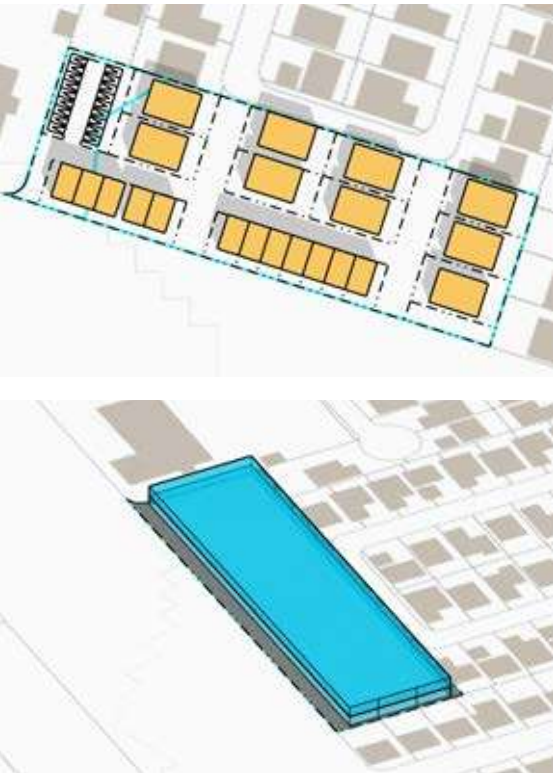
Parking Standards

Multifamily Residential

Residential (2 bedroom)	2.5 spaces/unit min., 1 must be covered
Residential (3 bedroom)	3.0 spaces/unit min., 1 must be covered
Residential (4 bedroom)	3.5 spaces/unit min., 1 must be covered
Guest Parking	-- space/unit

Non-Residential

Commercial	1.0 space/250 sf
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Option Summary	
Number of Units	21 units
Resultant Density	9.4 du/ac
Resultant FAR	0.70 --
Commercial Area	3,000 sf
Residential Area	65,040 sf
Commercial Parking Req.	12 spaces
Residential Parking Req.	67 spaces
Total Parking Provided	54 spaces

- Key**
- Max Zoning Envelope
 - Residential
 - Commercial
 - Site Landscaping (Not Shown)

This option tests tuck-under townhouse buildings along California Avenue and single family homes that continue the street network of the residential neighborhood north of the property.

Observations

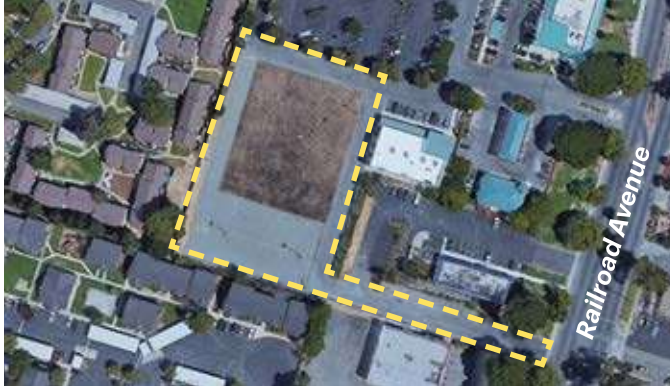
- While exceptions were made to reach the maximum allowed density (see below), maximum density is not achievable as proposed.
- Parking requirements are high, limiting development.
- Exceptions include: reduced front and site setbacks for townhouses, eliminating the rear setback to accommodate tuck-under parking, additional height allowed for the townhouses, and allowing for small commercial live-work at the corner as a transition to the adjacent lot.

What are the limiting factors?

1. **Parking Standards**
2. **Maximum Height**
3. **Minimum Setbacks**

05 2156 Railroad Ave

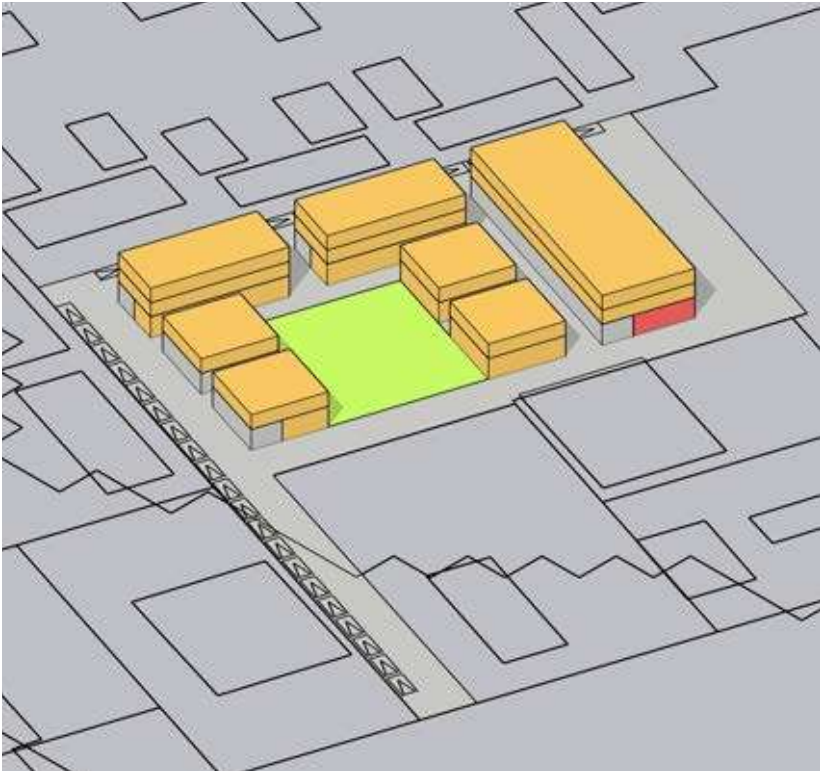
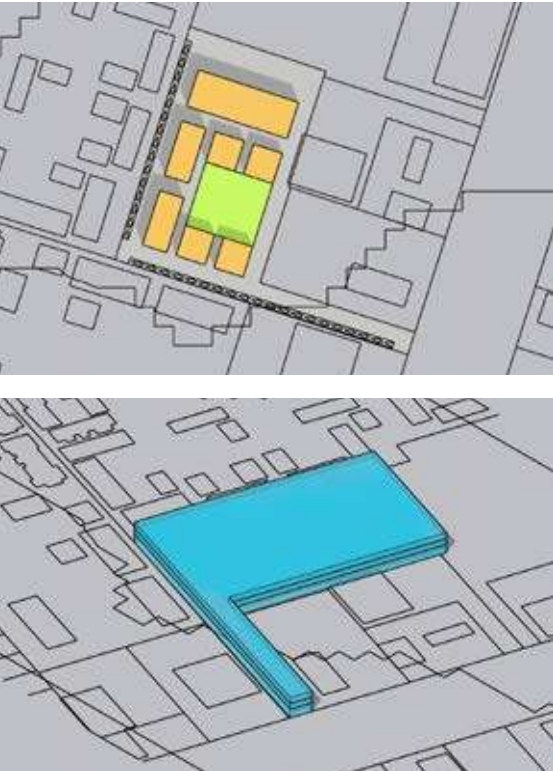
APN 087-030-067



Lot Information	
Site Area	2.20 ac
Zoning	PD/ Railroad Avenue SP TOD-M
GP Designation	Mixed Use
Existing Condition	Vacant

Development Standards	
Characteristics	Development Standards
Lot Width	-- min.
Lot Area	-- sf min.
Setback, Front	0 min.
Setback, Corner/Side Street	0 min.
Setback, Side	7.5' min.
Setback, Rear	10' min.
Height	25' to 40' --
Stories	2 min.
Site Landscaping	10 % min.
Open Space	-- sf/unit
Storage	-- sf/unit
Density	15 to 30 du/ac
Residential FAR	-- --
Commercial FAR	1.0 max.
Lot Coverage	-- % max.

Parking Standards	
Multifamily Residential	
Residential	1.0 to 1.5 spaces/unit
Guest Parking	-- space/unit
Non-Residential	
Commercial	1.0 space/333 sf



Option Summary	
Number of Units	65 units
Resultant Density	29.5 du/ac
Resultant FAR	0.65 --
Commercial Area	2,000 sf
Residential Area	59,832 sf
Commercial Parking Req.	6 spaces
Residential Parking Req.	61 spaces
Total Parking Provided	77 spaces

- Key**
- Max Zoning Envelope
 - Residential
 - Commercial
 - Site Landscaping

This option tests a mixed-use building fronting the existing adjacent parking lot to the north. Behind it is upper Missing Middle Housing types oriented around a shared courtyard, with tuck-under and surface parking.

Observations

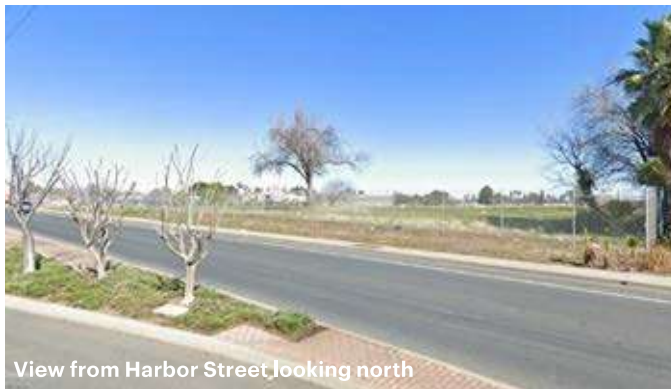
- Maximum density is achievable.
- The courtyard is used to meet the site landscaping requirement, considering the odd flag shape of the lot and its location internal to the block. In lieu of open space requirements, more attention may be warranted to control placement of site landscaping standards.
- Rear and side setbacks per adjacency to RM zone.
- Massing is unable to meet maximum height, which suggests potential for higher density than allowed.

What are the limiting factors?

1. Maximum Density

06 Harbor Street

APN 088-300-001, 088-300-016, 088-300-017, & 088-300-020



View from Harbor Street looking north



View from Harbor Street looking east

Lot Information

Site Area	2.80 ac
Zoning	CC + GQ
GP Designation	Marine Commercial
Existing Condition	Partially developed

Development Standards

Characteristics	Development Standards
Lot Width	30' min.
Lot Area	4,000 sf min.
Setback, Front	15' min.
Setback, Corner/Side Street	15' min.
Setback, Side	7.5' min.
Setback, Rear	10' min.
Height	45' max.
Site Landscaping	20 % min.
Private Open Space	60 sf/unit
Storage	200 sf/unit
Density (min. lot area/unit)	1,800 sf/unit
Residential FAR	0.75 to 1.0 max.
Commercial FAR	0.75 max.
Lot Coverage	60 % max.

Parking Standards

Multifamily Residential

Residential (up to 1 bedroom)	2.0 spaces/unit min., 1 must be covered
Residential (2 bedroom)	2.5 spaces/unit min., 1 must be covered
Residential (3 bedroom)	3.0 spaces/unit min., 1 must be covered
Guest Parking	-- space/unit

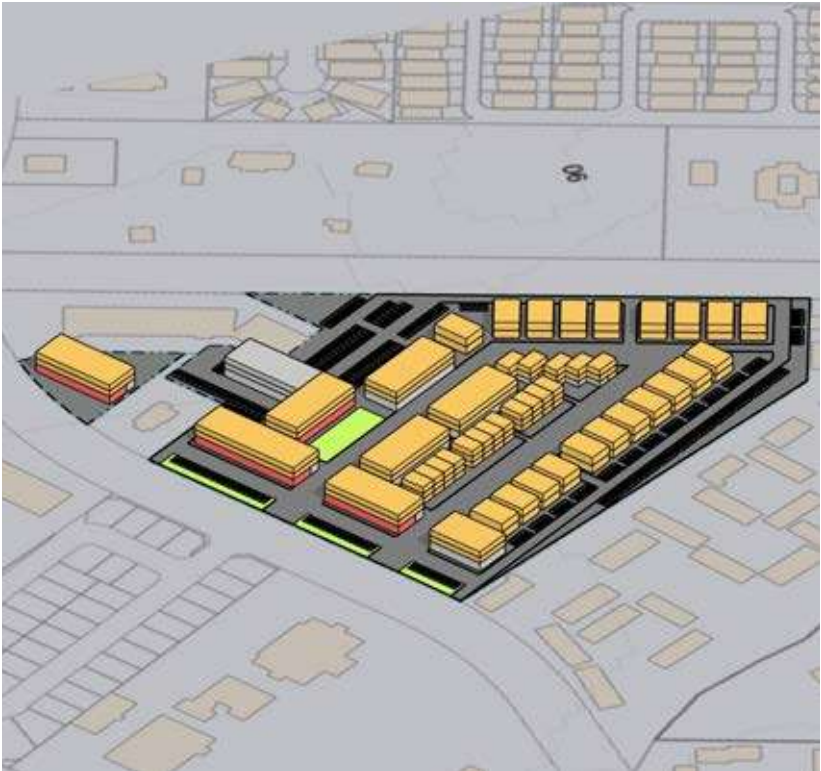
Non-Residential

Commercial	1.0 space/250 sf
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Option Summary	
Number of Units	206 units
Resultant Density	17.1 du/ac
Resultant FAR	0.56 --
Commercial Area	33,480 sf
Residential Area	262,563 sf
Commercial Parking Req.	134 spaces
Residential Parking Req.	475 spaces
Total Parking Provided	502 spaces

- Key**
- Residential
 - Commercial
 - Site Landscaping



This option tests block scale apartment and mixed-use buildings. Townhouses and fourplexes diversify the housing options for the neighborhood.

Observations

- As shown, maximum density is not achieved. However the maximum height allowed is 45' and a fourth floor can be added to block scale buildings to reach maximum density.
- Residential parking standards influence more intense parking approaches, such as podium buildings with ground floor parking and stand-alone parking structures.
- Considering the site's mix of zoning, more direction for the desired outcome of the site could help refine this option.
- RH zoning standards have been used for apartments and condominiums, with exceptions for setbacks to accommodate building types.

What are the limiting factors?

1. **Parking Standards**
2. **Minimum Setbacks**

07 1700 W Leland Rd

APN 093-130-049



Lot Information	
Site Area	23.4 ac
Zoning	M (Mixed Use) Pittsburg-Baypoint SP (RM-D)
GP Designation	Mixed Use/ Medium Density Residential Land Use
Existing Condition	Vacant

Development Standards	
Characteristics	Development Standards
Lot Width	-- min.
Lot Area	-- sf min.
Setback, Front	0 to 15' min.
Setback, Corner/Side Street	0 to 15' min.
Setback, Side	0 to 5' min.
Setback, Rear	5'/15' min. (alley/no alley)
Height	-- max.
Stories	2 to 4
Site Landscaping	10 % min.
Open Space	-- sf/unit
Storage	-- sf/unit
Density	20 to 49 du/ac
FAR	-- --
Lot Coverage	-- % max.

Parking Standards	
Multifamily Residential	
Residential	2.0 spaces/unit max.
Residential	1.0 space/1,000 sf recreational space
Guest Parking	-- space/unit
Non-Residential	
Commercial (up to 50,000 sf)	1.0 space/250 sf
Commercial (over 50,000 sf)	1.0 space/350 sf



Option Summary	
Number of Units	1,147 units
Resultant Density	49 du/ac
Resultant FAR	1.26 --
Commercial Area	66,721 sf
Residential Area	1,213,125 sf
Commercial Parking Req.	248 spaces
Residential Parking Req.	2,514 spaces
Total Parking Provided	1,083 spaces

- Key
- Residential (Apartments | Townhouses)
 - Commercial
 - Site Landscaping

This option tests block scale apartment and mixed-use podium buildings. Townhouses help transition the massing to single-family neighborhoods on the west edge of the property.

Observations

- Maximum density isn't achievable, without more a more intensive parking approach.
- Residential parking requirements limit further development.
- Considering site's mix of zoning, more direction for the desired outcome of the site could help refine this option.

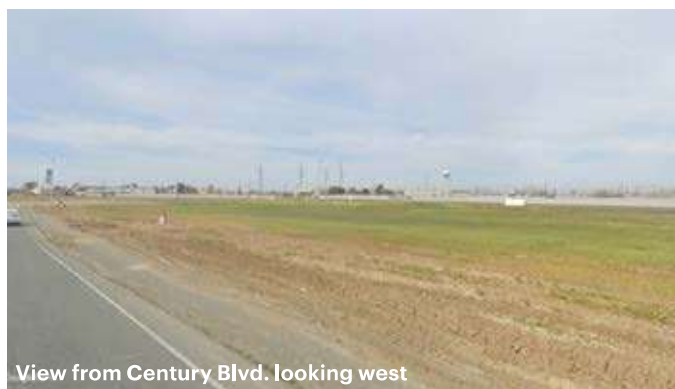
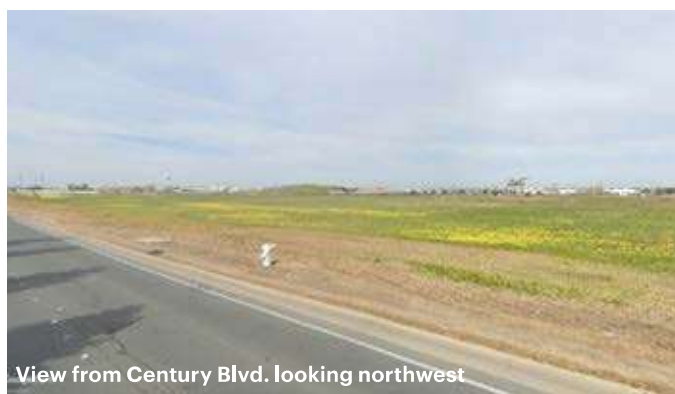
What are the limiting factors?

1. Parking Standards

08

4401 Century Blvd

APN 074-090-005 & 074-090-019

**Lot Information**

Site Area	26.3 ac
Zoning	SC (Service Commercial)
GP Designation	Regional Commercial
Existing Condition	Vacant

Development Standards

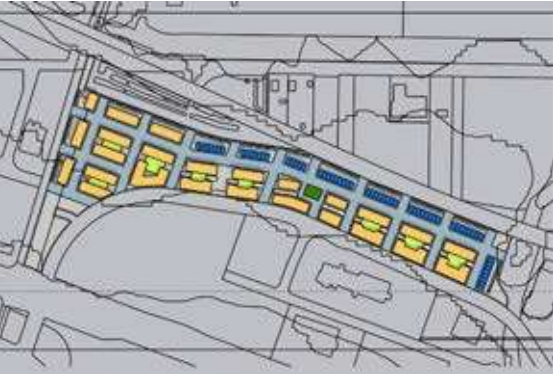
Characteristics	Development Standards
Lot Width	70' min.
Lot Area	5,000 sf min.
Setback, Front	10' min.
Setback, Corner/Side Street	10' min.
Setback, Side	10' min.
Setback, Rear	10' min.
Height	50' max.
Site Landscaping	7 % min.
Open Space	60 sf/unit
Storage	200 sf/unit
Density (min. lot area/unit)	1,800 sf/unit
FAR	0.5 max.
Lot Coverage	60 % max.

Parking Standards**Multifamily Residential**

Residential (up to 1 bedroom)	2.0 spaces/unit min., 1 must be covered
Residential (2 bedroom)	2.5 spaces/unit min., 1 must be covered
Guest Parking	-- space/unit

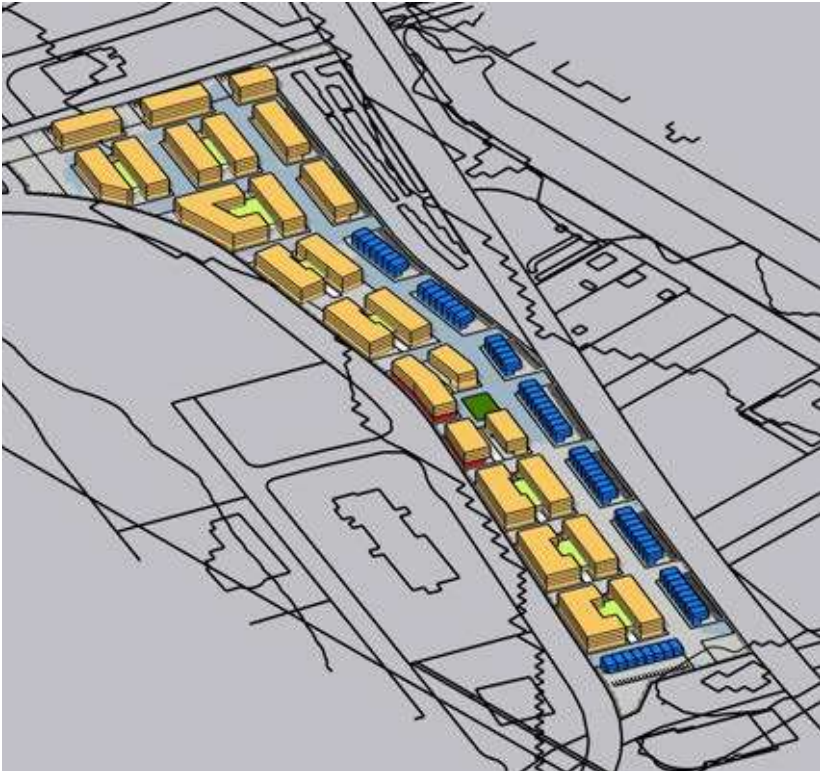
Non-Residential

Commercial	1.0 space/500 sf
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Option Summary	
Number of Units	636 units
Resultant Density	24.2 du/ac
Resultant FAR	0.53 --
Commercial Area	17,965 sf
Residential Area	587,500 sf
Commercial Parking Req.	36 spaces
Residential Parking Req.	1,531 spaces
Total Parking Provided	785 spaces

- Key**
- Residential (Apartments | Townhouses)
 - Commercial
 - Site Landscaping



This option tests block scale apartment podium buildings with townhouses along the north and east edges of the property.

Observations

- Maximum density isn't achievable.
- Residential parking requirements limit further development.
- Due to the size and context, **more direction for the desired outcome of the site**, as well as information for potential development just south of the site would help refine this option.

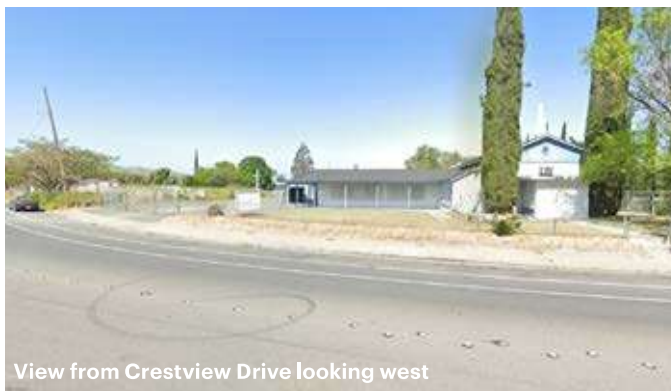
What are the limiting factors?

1. Parking Standards

09

2188 Crestview Dr

APN 087-030-018 & 087-205-024

**Lot Information**

Site Area	0.96 ac
Zoning	RM (Med. Density Residential)
GP Designation	Medium Density Residential
Existing Condition	Partially developed

Development Standards

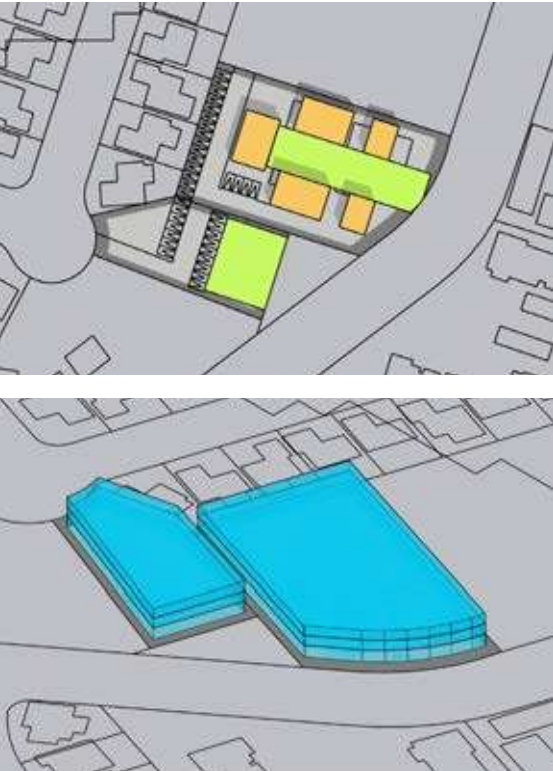
Characteristics	Development Standards
Lot Width	30' min.
Lot Area	5,000 sf min.
Setback, Front	15 min.
Setback, Corner/Side Street	15 min.
Setback, Side	7.5 min.
Setback, Rear	10 min.
Height	35 max.
Site Landscaping	25 % min.
Open Space	60 sf/unit
Storage	200 sf/unit
Density (min. lot area/unit)	3,000 sf/unit
Residential FAR	-- --
Commercial FAR	0.6 max.
Lot Coverage	60 % max.

Parking Standards**Multifamily Residential**

Residential (up to 1 bedroom)	2.0 spaces/unit min., 1 must be covered
Residential (2 bedroom)	2.5 spaces/unit min., 1 must be covered
Guest Parking	-- space/unit

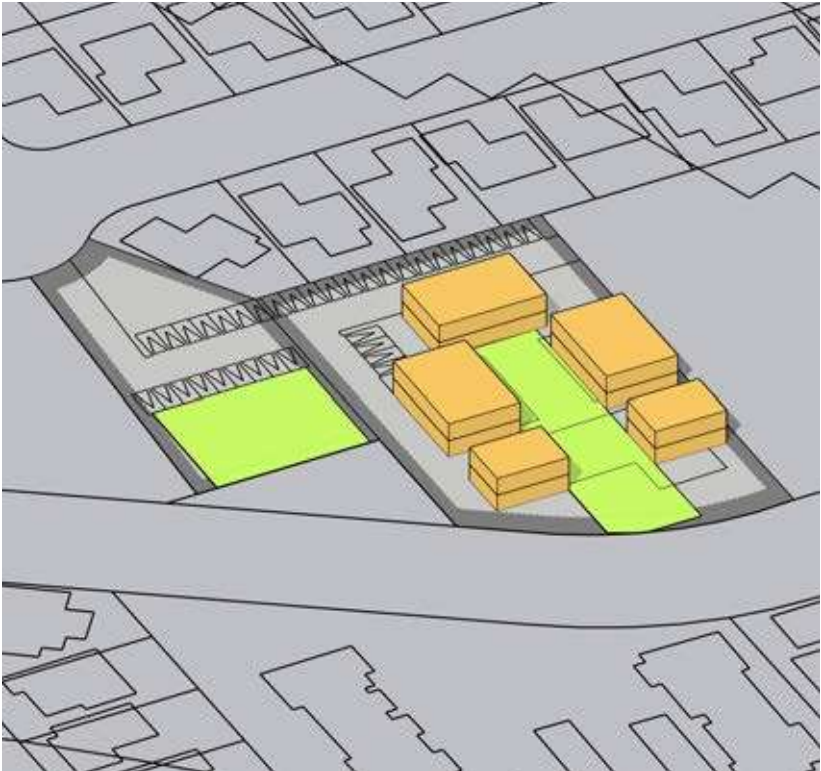
Non-Residential

Commercial	-- --
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Option Summary	
Number of Units	14 units
Resultant Density	14.6 du/ac
Resultant FAR	0.46 --
Commercial Area	-- sf
Residential Area	19,200 sf
Commercial Parking Req.	-- spaces
Residential Parking Req.	35 spaces
Total Parking Provided	35 spaces

- Key**
- Max Zoning Envelope
 - Residential
 - Site Landscaping



This option tests MMH building types, duplexes and fourplexes, with surface parking toward the rear of the combined lots. Given the lot width, an apartment building with a similar parking approach is likely also feasible.

Observations

- Maximum density limits development. The site can support additional parking and units.
- Unable to meet maximum allowed height, which also suggests potential for higher density than currently allowed.
- Unit size can increase to approximately 1,800 sf to maximize FAR within the allowed density limit.

What are the limiting factors?

1. Maximum Density

10

2101 Railroad Ave

APN 088-171-027, 088-171-033, & 088-171-035

**Lot Information**

Site Area	4.10 ac
Zoning	PD/ Railroad Avenue SP TOD-H
GP Designation	Mixed Use
Existing Condition	Partially developed

Development Standards

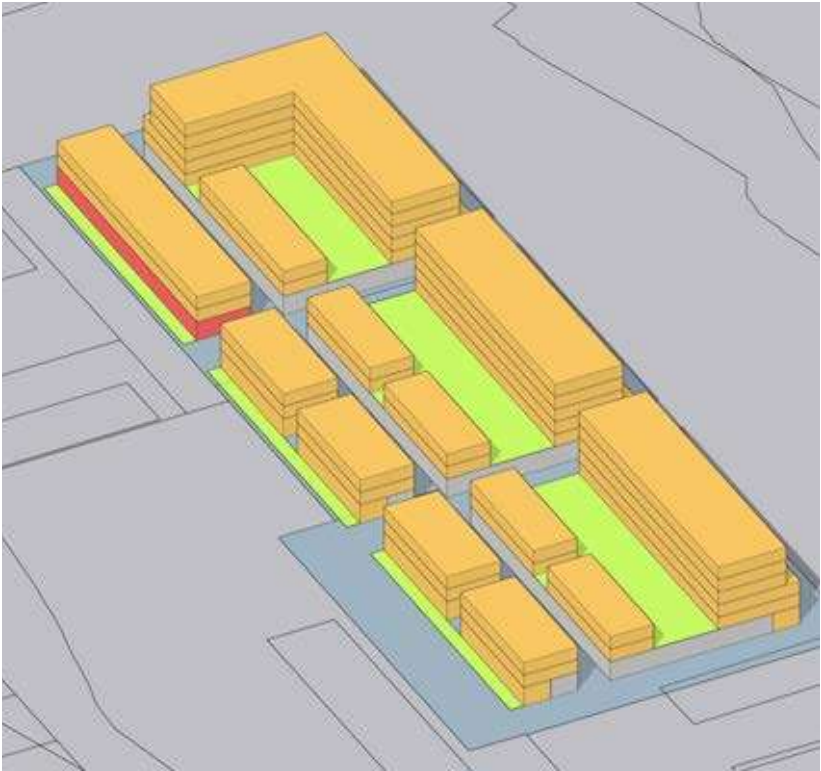
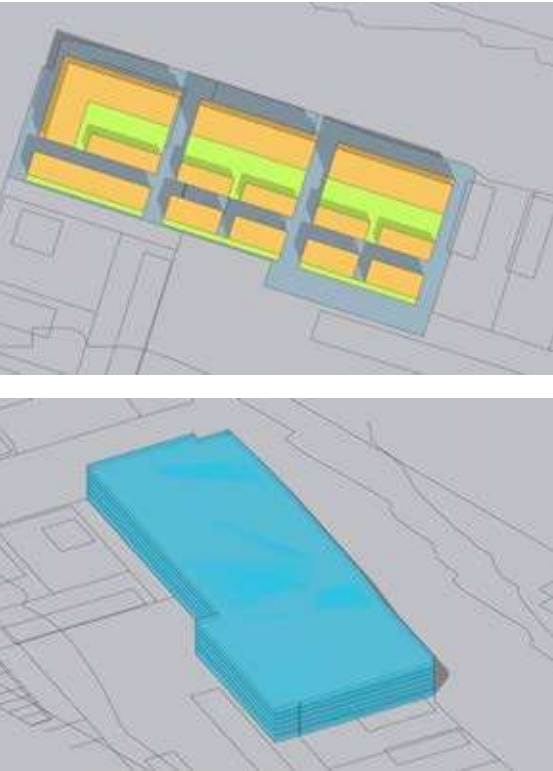
Characteristics	Development Standards
Lot Width	-- min.
Lot Area	-- sf min.
Setback, Front	-- min.
Setback, Corner/Side Street	-- min.
Setback, Side	-- min.
Setback, Rear	-- min.
Height	25' to 65'
Site Landscaping	10 % min.
Open Space	-- sf/unit
Storage	-- sf/unit
Density	30 to 65 du/ac
FAR	0.25 to 1.0 max.
Lot Coverage	-- % max.

Parking Standards**Multifamily Residential**

Residentia	1 to 1.5 spaces/unit max.
Guest Parking	-- space/unit

Non-Residential

Commercial	1.0 space/333 sf
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Option Summary	
Number of Units	259 units
Resultant Density	63.2 du/ac
Resultant FAR	1.59 --
Commercial Area	8,000 sf
Residential Area	276,732 sf
Commercial Parking Req.	24 spaces
Residential Parking Req.	221 spaces
Total Parking Provided	259 spaces

- Key**
- Max Zoning Envelope
 - Residential
 - Commercial
 - Site Landscaping

This option tests podium buildings, with ground floor parking lined with apartments facing the pedestrian path. Townhouse buildings and a mixed-use building line Bliss Avenue.

Observations

- Maximum density is achievable.
- More commercial area is possible if more intense parking approaches are considered.
- The FAR achieved is relatively high compared to that allowed.

What are the limiting factors?

1. Maximum Density

Findings + Limiting Factors

Limiting Factors to Development

The analysis revealed a broad range of key limiting factors to development, shown on the matrix to the right. The two most prevalent limiting factors identified are:

- **Maximum Allowed Density.** In most sites tested, the maximum allowed density was found to be lower than what the site could physically accommodate. This limits the sites potential to reach the maximum allowed height, or use all of the available site area for additional development such as dwelling units or parking.
- **Minimum Off-Street Parking Requirements.** Consistently, required parking standards are too high to allow capitalizing on the full development potential of a site. To do so would require more intensive (and expensive) parking approaches, such as separate parking structures, podium parking, and parking lifts. The parking approach may also become a primary driver of the site design, as opposed to building form and activation of the public realm.
- **Maximum Allowed FAR.** In a few instances where the development standards include a maximum FAR, it was found to limit development.

Other Considerations

- **Development Trends.** It is important to keep in mind that the most typical mixed-use building type being constructed in the Bay Area is a 2-story podium with 3 to 5 stories above. This type translates to heights of approximately 50 to 70 feet, higher than that allowed by most zones tested.
- **Minimum Setbacks.** In terms of the developable envelope, setbacks may reduce the viability of certain building types, such as the rear setback requirement limiting townhouses with tuck-under parking.

SUMMARY OF LIMITING FACTORS FROM LOT TESTING										
Site	01	02	03	04	05	06	07	08	09	10
Development Standard	CC (RASP)	RH-D	-	RS-5	TOD-M (RASP)	CC/GQ	MDR (BPSP)	CS	RM	TOD-H (RASP)
Is Maximum Allowed Density Too Low?	✗	✗	-	✓	✗	✓	✓	✓	✗	✗
Is Maximum Allowed FAR Too Low?	✗	✗	-	✓	✓	✓	✓	✓	✓	✓
Is Minimum Required Lot Size Too High?	✓	✓	-	✓	✓	✓	✓	✓	✓	✓
Is Maximum Lot Coverage Too Low?	✓	✓	-	✓	✓	✓	✓	✓	✓	✓
Are Minimum Setbacks Too High?	✓	✓	-	✗	✓	✗	✓	✓	✓	✓
Is Minimum Off-Street Parking Too High?	✓	✗	-	✗	✓	✗	✗	✗	✓	✓
Is Covered Parking Required?	✓	✗	-	✓	✓	✓	✓	✓	✓	✓
Is Minimum Open Space Too High?	✓	✓	-	✓	✓	✓	✓	✓	✓	✓
Is Maximum Height Too Low?	✓	✓	-	✗	✓	✗	✓	✓	✓	✓

Key

✓ Not a Limiting Factor

✗ Limiting Factor

AP-22-0117 (RZ) Objective Design Standards Overlay

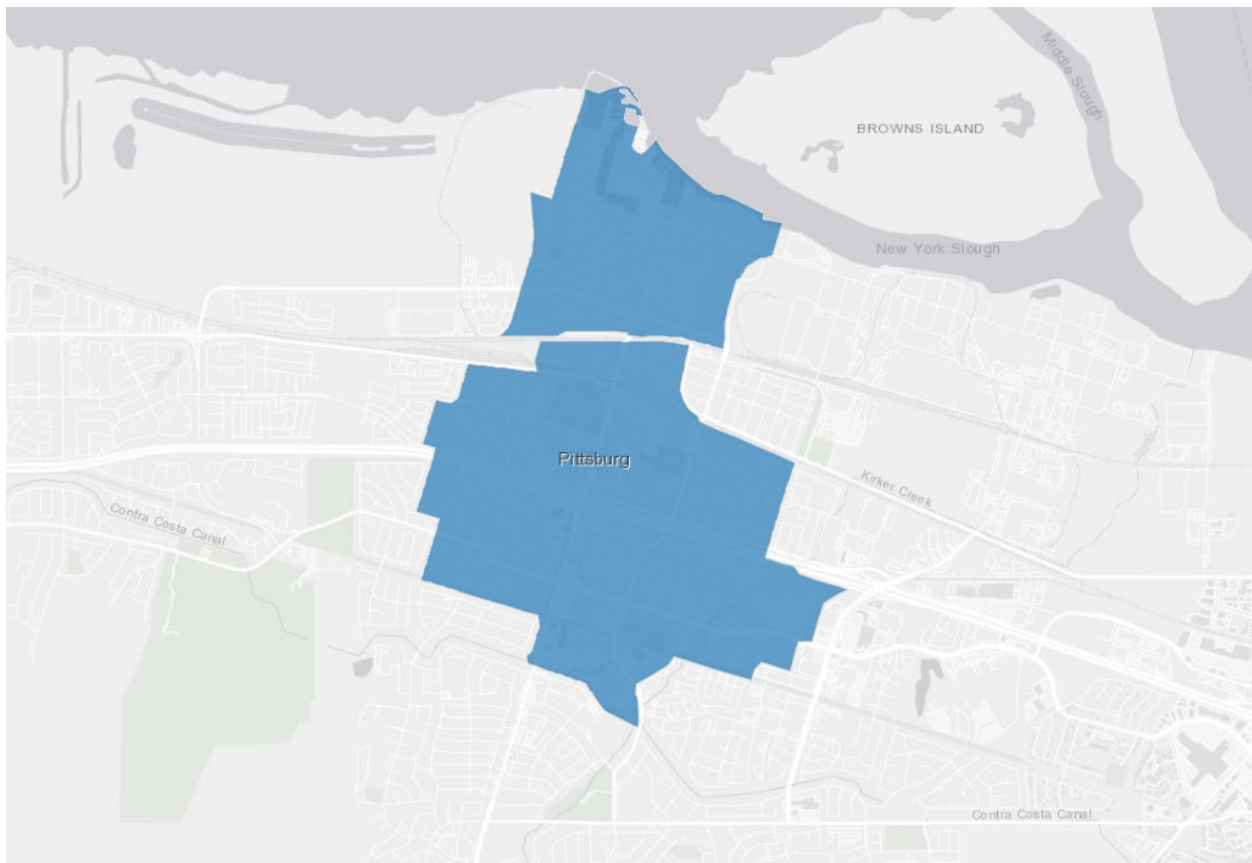
Attachment 4

Metropolitan Transportation Commission – Open Map of Priority Development Areas (PDAs)

“This feature set contains the Priority Development Areas used to develop Plan Bay Area 2050. The feature set is only appropriate for mapping and analysis projects associated with Plan Bay Area 2050.

This feature set contains the Priority Development Areas (PDAs) used by the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) for analysis and mapping related to Plan Bay Area 2050. Plan Bay Area 2050 is the latest update to the long-range Regional Transportation Plan and Sustainable Communities Strategy for the nine-county San Francisco Bay Region. The PDAs were adopted by the executive bodies of MTC and ABAG on July 16, 2020 and represent areas local jurisdictions have identified for new and/or intensified development.

This PDA feature set is limited to use in general mapping and analysis related to Plan Bay Area 2050.”



Priority Development Areas (Plan Bay Area 2050). (n.d.). Metropolitan Transportation Commission.
<https://opendata.mtc.ca.gov/datasets/priority-development-areas-plan-bay-area-2050/explore?location=38.021013,-121.881639,13.94>



NOTICE OF PUBLIC HEARING

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

DATE: September 18, 2023
TIME: 7:00 p.m.
PLACE: Marina Center; 340 Marina Boulevard
Pittsburg, California, 94565

Concerning the following matter:

Proposed Project:

This is a City-initiated, City-wide overlay project to develop Objective Design Standards (ODS) that will streamline housing production and help to implement the City's General Plan vision through the application of zones and standards that reflect a context-specific approach based upon the City's distinct development patterns. The types of development standards included in the ODS Document refer to parking, neighborhood design, structure height, screening, building types, accessibility, pedestrian engagement, and parks. The overlay and development standards will be applicable to all Multi-Family Residential Zoning Districts and proposed development projects within these zones as well as all Mixed Use Zoning Districts and development projects within these zones.

Environmental Determination:

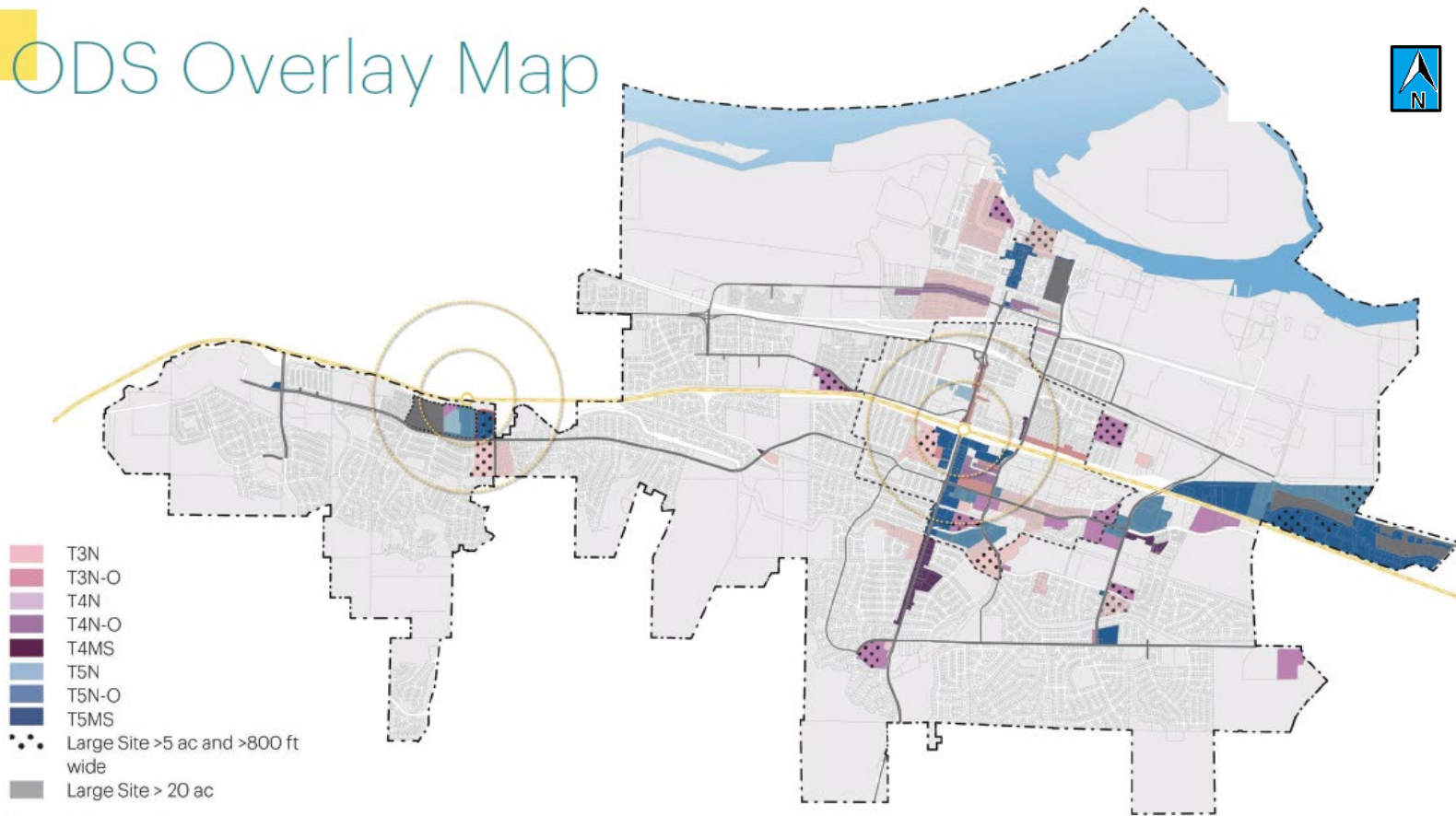
The proposed project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), because there is no possibility the activity in question may have a significant effect on the environment.

You are invited to submit comments regarding any aspect of this matter in writing before the public hearing, or verbally at the public hearing. If you challenge the above matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing. For further details on this matter, please contact Kelsey Gunter, Associate Planner, via mail at 65 Civic Avenue, Pittsburg, CA, by telephone at (925) 252-4824, through e-mail at kgunter@pittsburgca.gov, or by fax at (925) 252-4814.

*Para información en
español:
(925) 252-4920*

JOHN FUNDERBURG, M.S., AICP
ASSISTANT DIRECTOR OF
COMMUNITY AND ECONOMIC
DEVELOPMENT

ODS Overlay Map



Pittsburg Objective Design Standards



**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 of Intent to Establish an Enhanced Infrastructure Financing District and Public Financing Authority

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

Senate Bill 628 (2014) authorized local government entities to form Enhanced Infrastructure Financing Districts (EIFD) as a financing mechanism for revitalizing certain areas of the community. Adopting a Resolution of Intent is the first official step in the process of forming an EIFD and establishing the Public Financing Authority (PFA) which would have oversight of the district. If adopted, the Resolution of Intent would not obligate the City to move forward with formation of an EIFD.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the Resolution of Intent to form an EIFD.

If an EIFD is formed, a portion of future property tax revenue increases from properties within the district would be allocated to the EIFD PFA for the purpose of funding infrastructure and other public improvements within the district. Current estimates are that the EIFD may generate in excess of \$25,000,000 in present-value property tax increment funding capacity over the first 10 years after the district is formed. In addition, the formation of the EIFD allows for the participation of other non-education related taxing entities and may result in additional non-City property tax increment being allocated to the district.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution of Intent to establish an Enhanced Infrastructure Financing District and Public Financing Authority.

BACKGROUND

Senate Bill 628 of 2014 added Sections 53398.50-53398.88 to the Government Code, authorizing local government entities to form EIFDs as a financing mechanism for revitalizing certain areas of the community. The law has been amended several times since, most recently by AB 116 of 2019, which eliminated a voting requirement for bond issuance.

An EIFD is a governmental entity, legally separate and distinct from the City, and is governed by a PFA for the purpose of funding public capital facilities and infrastructure, as well as other specified projects, such as affordable housing (affordable housing development is not a required component of an EIFD). EIFDs are funded by capturing all or a portion of the property tax increment revenue (i.e. the difference in property taxes paid prior to and post development) generated within the district. The EIFD may finance projects through the issuance of bonds or under a “pay-go” model where money is spent as it is collected.

The proposed district boundaries include areas of the City that are currently vacant, significantly underutilized, and/or proposed for extensive development or redevelopment, as these areas represent the greatest potential for property tax growth and where investment in infrastructure has the capacity to trigger substantial economic development benefits. A map setting forth the boundaries of the City where the proposed district may be located is included as Attachment 2.

In March 2021, the City Council adopted a Resolution of Intention to form an EIFD. Since that time, various economic factors, including potential future development within the City and corresponding infrastructure needs, have changed. The EIFD law has additionally been amended with provisions that allow greater flexibility. Staff proposes a new Resolution of Intention as a result.

SUBCOMMITTEE FINDINGS

On September 16, 2019, the City Council held a workshop regarding economic development within the City, particularly as it relates to EIFDs and Opportunity Zones. At this meeting, Kosmont Companies provided an overview of how EIFDs can be structured, as well as tax increment revenue projections based on several distinct scenarios.

On September 23, 2019, the Economic Development Subcommittee met and discussed EIFDs and potential revenue projections in greater detail. The Subcommittee generally favored a more conservative approach in which the City would contribute approximately 25% of its share of tax increment, and voiced support for staff beginning conversations with Contra Costa County on a potential contribution of the County’s increment.

STAFF ANALYSIS

As described above, the primary source of revenue available to the EIFD is property tax increment. EIFDs allow cities to earmark portion of tax increment for development of infrastructure, and potentially bond against this potential tax increment, while still supporting the flow of property tax to General Fund for day-to-day operations, supporting a positive net fiscal impact to the General Fund.

Taxing entities are not obligated to participate in the EIFD or contribute any portion of their share of increment to the district; however, a taxing entity, such as the County, may agree to contribute a portion of its increment to the EIFD and PFA to foster infrastructure development and economic growth of regional significance. These tax increment revenues may be utilized by the PFA to finance infrastructure and other public projects which stimulate and encourage private development and further increases in property values.

The types of public facilities proposed to be financed by the EIFD pursuant to EIFD Law are listed in Exhibit C and generally include, but are not limited to: streets and transit-supportive infrastructure, including but not limited to improvements related to roadways; bicycle and pedestrian facilities; sidewalks; landscaping; signage; lighting; parks and open space; acquisition and/or construction of water, sewer, and other municipal utility capacity; electricity transmission and distribution improvements; and other public facilities. The EIFD would be used to both finance new construction and fund maintenance and renovation.

Formation of the EIFD would not create additional tax burden on property owners, residents, or businesses within the district. The EIFD allows for the utilization of property tax increment revenues to leverage bonds and other finance mechanisms to encourage growth and development. If created, the EIFD has the potential to help generate substantial financial benefits for each taxing entity, including additional property tax revenue, sales tax revenue, transient occupancy tax (TOT) revenue, business license and development-related fee revenues, in addition to ancillary benefits (e.g., job creation, wages) associated with the redevelopment and revitalization of a key area of the entire region.

The PFA would serve as the governing board of the EIFD and is required by law to include a majority composition of board members representing the legislative bodies of the participating taxing entity(ies) and at least two members of the public. As presently proposed, the PFA would consist of five members, including, three members of the Pittsburgh City Council and two members of the public appointed by the City Council. If, at a future date, an additional taxing entity chooses to be involved, such as the County, it is recommended that the PFA consist of five members, including two members of the Pittsburgh City Council, one member of the County Board of Supervisors, one public member appointed by the City, and one public member appointed by the County.

The proposed map and preliminary list of parcels (APNs) represent the maximum extent of the EIFD study area; the final EIFD may be reduced, but may not be expanded. EIFD funds are not required to be invested within the EIFD boundaries, and may be invested in any infrastructure project that benefits the district. Other locations throughout the City may still receive investment via the EIFD.

Upon adoption of the proposed Resolution of Intent, the following is a summary of remaining steps required for formation of the EIFD:

- 1) City Council will appoint PFA members at a future City Council meeting;
- 2) PFA and staff will work with Kosmont & Associates, consultant retained by the City for EIFD formation services, to draft a proposed Infrastructure Financing Plan (IFP) that, among other tasks, describes the projects that may be funded by the district and evaluates the net fiscal impact of the EIFD to the City's General Fund. Upon completion of the draft IFP, the plan shall be sent to each property owner within the district;

- 3) The City and each participating taxing entity will be required to adopt a resolution approving the IFP and specifying and approving the percentage of property tax increment revenues that will be contributed to the EIFD (along with a total dollar value cap);
- 4) The PFA will conduct three separate public hearings to approve the IFP and form the EIFD.

ATTACHMENTS:

- 1) Resolution of Intention
- 2) Exhibit A: Proposed EIFD Boundary Map
- 3) List of Parcels within Proposed EIFD Boundary Map
- 4) Exhibit B: List of Potential Facilities to be Funded

Report Prepared By: Robert Carrera, Economic Development Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution of Intent to: 1) Establish the)
Pittsburg Enhanced Infrastructure)
Financing District to Finance the)
Construction, Repair, Acquisition, and/or)
Maintenance of Capital Improvements;)
2) Establish a Public Financing Authority;)
3) Set a Time and Place for Public Hearing;)
and 4) Authorize Certain Other Actions)
Related Thereto)

RESOLUTION NO. 23-

WHEREAS, the City of Pittsburg wishes to further the development of quality infrastructure and amenities throughout the City; and

WHEREAS, pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53398.50) (the "EIFD Law"), the City Council of the City of Pittsburg is authorized to initiate the process to establish an Enhanced Infrastructure Financing District ("EIFD"); and

WHEREAS, in accordance with Section 53398.54, the City has complied with the prerequisites prior to initiating the creation of or participating in the governance of the EIFD and will provide the required certification to the Department of Finance in accordance with EIFD Law; and

WHEREAS, the City Council proposes the establishment of an EIFD to finance certain public facilities; and

WHEREAS, on March 15, 2021, the City Council adopted its Resolution No. 21-31917, declaring its intention to establish the Pittsburg Enhanced Infrastructure Financing District ("Pittsburg EIFD"), with proposed boundaries consisting of territory located within the City; and

WHEREAS, the Pittsburg Enhanced Infrastructure Financing District was not formally established pursuant to Government Codes Sections 53398.68 and 53398.69; and

WHEREAS, the City Council now desires to refine the scope of the previously proposed Pittsburg EIFD based on updated development potential and infrastructure needs, and therefore desires to designate a newly proposed EIFD in the City that supersedes and supplants the previously proposed EIFD, with the updated area of focus attached hereto as Exhibit A entitled "Proposed Boundaries of Pittsburg EIFD," a copy which is on file in the office of the City Clerk; and

WHEREAS, the EIFD will be formed by a Public Financing Authority ("PFA") which will be the governing board of the EIFD and will be responsible for implementing the Infrastructure Financing Plan ("IFP"); and

WHEREAS, this action is exempt from the California Environmental Quality Act as an action solely related to financing.

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

- Section 1. The above recitals are true and correct.
- Section 2. The City Council of the City of Pittsburg hereby rescinds City Council Resolution No. 21-31917.
- Section 3. The City Council of the City of Pittsburg proposes and intends to cause the establishment of a new EIFD under the provisions of EIFD Law.
- Section 4. The name proposed for the EIFD is, "Pittsburg Enhanced Infrastructure Financing District."
- Section 5. The proposed boundaries of the EIFD are as shown on the map of the EIFD attached hereto as Exhibit A and on file in the office of the City Clerk, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars.
- Section 6. The types of public facilities proposed to be financed or assisted by the EIFD pursuant to EIFD Law are those listed on Exhibit B, attached hereto and incorporated herein by reference.
- Section 7. The City Council hereby finds that the EIFD is necessary for the area within the boundaries of the EIFD and the City. The City Council's stated goal for the EIFD is to create a means by which to assist in the provision of public facilities of community and regional significance that provide substantial benefits, promote economic development, and enhance quality of life within the boundaries of the EIFD or the surrounding community.
- Section 8. The Council hereby declares that, pursuant to the EIFD Law and if approved by resolution pursuant to Government Code Section 53398.68, incremental property tax revenue from the City of Pittsburg and other affected taxing entities, such as Contra Costa County, may finance the development of facilities within the EIFD or of benefit to the properties within the EIFD. The incremental property tax financing will be described in an IFP to be prepared for approval by the PFA, the City Council, and the legislative bodies of all participating taxing entities (e.g., County Board of Supervisors) under EIFD Law. The participating tax entities do not intend to contribute sales and use taxes or transactions and use taxes.

- Section 9. The City Council hereby establishes a PFA to serve as the governing board of the EIFD.
- A. The PFA membership shall be comprised initially of three members of the City Council appointed by the City Council, and two public members selected by the City Council. Members shall serve at the pleasure of the City Council and shall serve until their successor assumes office.
 - B. The City Council further declares that, should Contra Costa County agree to participate as a taxing entity, then the PFA membership shall be comprised initially of two members of the City Council appointed by the City Council, a member of the Contra Costa County Board of Supervisors, a member of the public selected by the City Council, and a member of the public selected by the Contra Costa County Board of Supervisors. Members shall serve at the pleasure of their respective appointing legislative bodies and shall serve until their successor assumes office.
 - C. The members are subject to compliance with the EIFD Law and Government Code Section 54974.
- Section 10. The City Council hereby requests the PFA to direct City staff and Kosmont Companies to prepare the IFP in accordance with the EIFD Law.
- Section 11. The City Council hereby directs staff to distribute the IFP to each owner of land within the boundaries of the EIFD and each affected taxing entity, together with any reports required by the California Environmental Quality Act.
- Section 12. The City Council hereby establishes February 5, 2024, at the hour of 7:00 p.m., or as soon as possible thereafter as the matter may be heard, at the Council Chambers, 65 Civic Avenue, Pittsburg, California, as the time and place, when and where the PFA will conduct a public hearing on the proposed establishment of the EIFD and the IFP.
- Section 13. The City Clerk is hereby directed to mail a copy of this Resolution of Intent to the PFA and each owner of land (as defined in the EIFD Law) within the EIFD and to each affected taxing entity (as defined in the EIFD Law). In addition, the City Clerk is hereby directed to cause notice of the public hearing to be published not less than once a week for four successive weeks in a newspaper of general circulation published in the City. The notice shall state that the EIFD will be used to finance public works, briefly describe the Facilities, briefly describe the proposed financial arrangements, including the proposed commitment of incremental tax revenue, describe the boundaries of the proposed EIFD and state the day, hour, and place, when and where any persons having any objections to

the proposed IFP, or the regularity of any of the prior proceedings, may appear before the PFA and object to the adoption of the proposed IFP.

Section 14. This Resolution in no way obligates the PFA to establish any EIFD. The establishment of the EIFD is subject to the approval of the PFA by resolution and an ordinance following a public hearing conducted pursuant to EIFD Law.

Section 15. The City Manager, the City Clerk, and all other officers and agents of the City are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

Section 16. The City Clerk of the City of Pittsburg shall certify as to the adoption of this Resolution.

Section 17. This resolution becomes effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of September 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

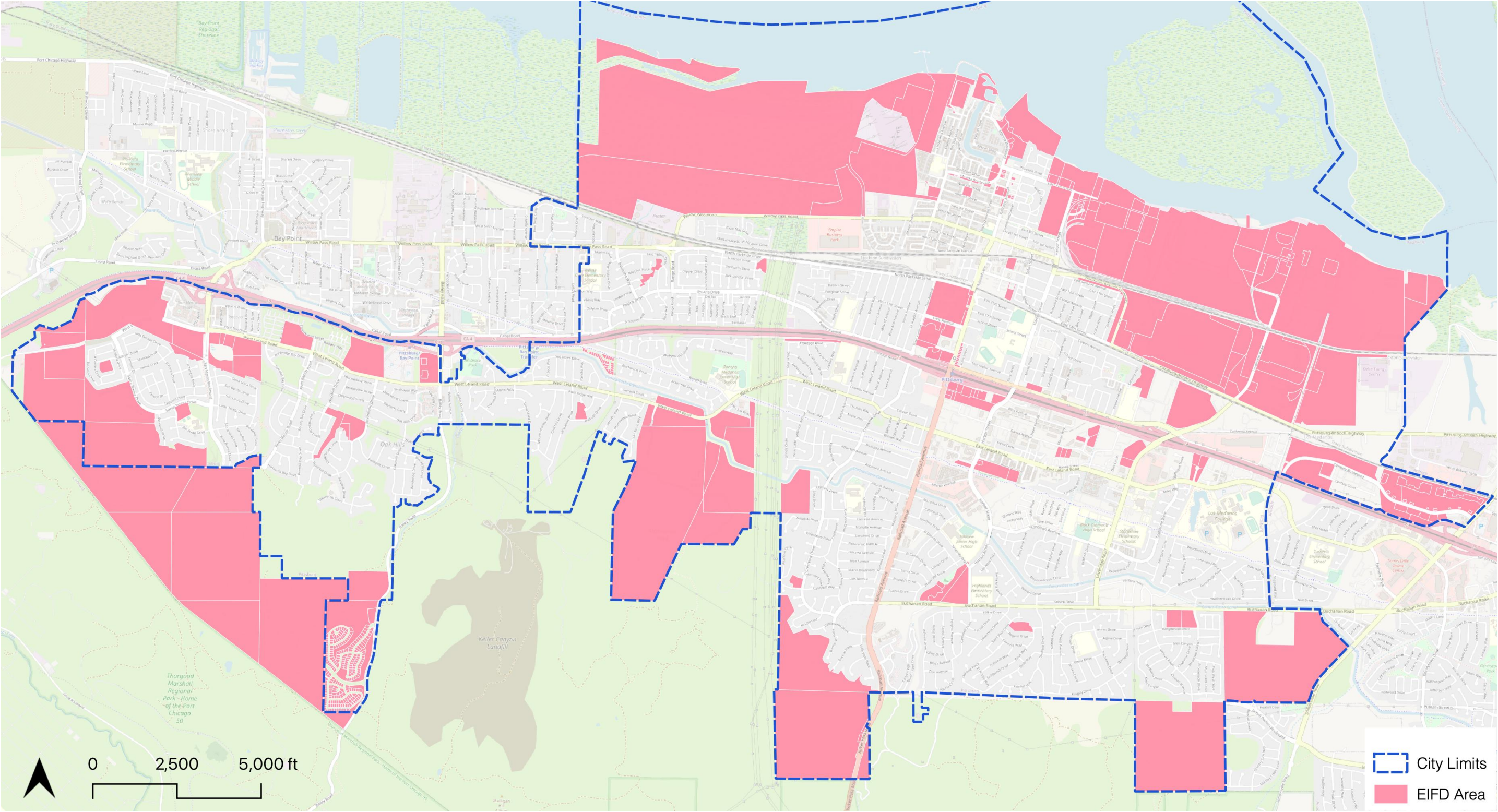
ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Exhibit A: Currently Proposed Enhanced Infrastructure Financing District (EIFD) Map



Legend

- EIFD Area
- City Limits



Pittsburg EIFD - Preliminary List of Assessor Parcel Numbers (APNs)

073-010-002	073-200-020	074-460-014	085-380-123	088-220-011	092-050-002	092-060-047	092-070-009
073-010-003	073-200-022	074-460-015	085-390-077	088-240-079	092-060-001	092-060-048	092-070-010
073-010-004	073-200-025	074-460-024	086-010-016	088-240-080	092-060-002	092-060-049	092-070-011
073-010-005	073-200-026	074-460-030	086-100-015	088-530-004	092-060-003	092-060-050	092-070-012
073-010-008	073-200-027	074-460-031	086-100-019	088-530-005	092-060-004	092-060-051	092-070-013
073-010-014	073-200-028	074-460-033	086-100-027	088-530-006	092-060-005	092-060-052	092-070-014
073-010-015	073-200-029	074-460-035	086-100-030	088-540-007	092-060-006	092-060-053	092-070-015
073-020-004	073-210-017	074-460-036	086-100-035	088-540-014	092-060-007	092-060-054	092-070-016
073-020-013	073-210-032	074-460-037	086-100-036	088-540-018	092-060-008	092-060-055	092-070-017
073-020-019	073-220-032	085-010-010	086-100-037	089-010-010	092-060-009	092-060-056	092-070-018
073-020-020	073-220-039	085-020-004	086-100-042	089-020-009	092-060-010	092-060-057	092-070-019
073-030-005	073-220-040	085-030-006	086-100-043	089-020-011	092-060-011	092-060-058	092-070-020
073-030-007	073-220-041	085-041-034	086-100-045	089-020-014	092-060-012	092-060-059	092-070-021
073-030-013	073-220-042	085-071-030	086-100-046	089-020-015	092-060-013	092-060-060	092-070-022
073-030-018	073-220-043	085-071-031	086-132-016	089-050-070	092-060-014	092-060-061	092-070-023
073-030-019	073-220-044	085-071-032	086-151-046	089-050-071	092-060-015	092-060-062	092-070-024
073-030-020	073-220-048	085-071-038	086-221-002	089-050-074	092-060-016	092-060-063	092-070-025
073-030-021	073-220-049	085-071-039	086-221-003	089-150-016	092-060-017	092-060-064	092-070-026
073-030-022	073-220-050	085-071-044	086-221-004	089-310-015	092-060-018	092-060-065	092-070-027
073-030-023	073-220-051	085-071-045	086-221-005	091-010-009	092-060-019	092-060-066	092-070-028
073-041-001	073-230-007	085-071-046	086-221-006	091-020-008	092-060-020	092-060-067	092-070-029
073-041-002	073-230-010	085-071-047	086-221-007	091-020-010	092-060-021	092-060-068	092-070-030
073-041-003	073-230-015	085-101-023	086-221-008	091-020-013	092-060-022	092-060-069	092-070-031
073-041-004	073-230-030	085-101-024	086-221-009	091-020-018	092-060-023	092-060-070	092-070-032
073-041-005	073-230-031	085-105-003	086-221-010	091-040-002	092-060-024	092-060-071	092-070-033
073-041-006	073-230-032	085-105-004	086-221-011	091-050-047	092-060-025	092-060-072	092-070-034
073-041-007	073-230-033	085-105-005	086-221-012	091-050-057	092-060-026	092-060-073	092-070-035
073-042-003	073-230-047	085-105-006	086-221-013	091-050-058	092-060-027	092-060-074	092-070-036
073-042-004	073-270-088	085-105-010	086-221-028	091-050-060	092-060-028	092-060-075	092-070-037
073-042-005	074-030-013	085-105-014	087-090-005	091-050-062	092-060-029	092-060-076	092-070-038
073-042-007	074-030-015	085-105-015	087-277-001	091-050-064	092-060-030	092-060-077	092-070-039
073-042-012	074-090-019	085-108-004	087-362-011	091-050-065	092-060-031	092-060-078	092-070-040
073-042-013	074-090-025	085-109-002	088-040-005	091-050-066	092-060-032	092-060-079	092-070-041
073-042-015	074-090-027	085-130-044	088-040-009	091-050-067	092-060-033	092-060-080	092-070-042
073-042-017	074-460-001	085-144-021	088-040-017	091-050-068	092-060-034	092-060-081	092-070-043
073-042-019	074-460-002	085-151-025	088-081-016	091-050-069	092-060-035	092-060-082	092-070-044
073-042-023	074-460-003	085-156-021	088-110-001	091-180-001	092-060-036	092-060-083	092-070-045
073-042-024	074-460-004	085-161-018	088-152-029	091-310-030	092-060-037	092-060-084	092-070-046
073-042-025	074-460-005	085-166-009	088-152-032	092-010-002	092-060-038	092-060-085	092-070-047
073-050-001	074-460-006	085-166-016	088-152-036	092-010-006	092-060-039	092-070-001	092-070-048
073-190-012	074-460-007	085-166-018	088-152-037	092-020-002	092-060-040	092-070-002	092-070-049
073-190-035	074-460-008	085-167-003	088-171-027	092-020-003	092-060-041	092-070-003	092-070-050
073-200-013	074-460-009	085-167-004	088-171-035	092-030-010	092-060-042	092-070-004	092-070-051
073-200-014	074-460-010	085-167-005	088-171-037	092-040-008	092-060-043	092-070-005	092-070-052
073-200-015	074-460-011	085-280-010	088-184-031	092-040-009	092-060-044	092-070-006	092-070-053
073-200-017	074-460-012	085-290-001	088-220-008	092-040-010	092-060-045	092-070-007	092-070-054
073-200-018	074-460-013	085-370-050	088-220-010	092-040-011	092-060-046	092-070-008	092-070-055

Pittsburg EIDF - Preliminary List of Assessor Parcel Numbers (APNs)

092-070-056	092-080-027	092-080-074	095-460-012
092-070-057	092-080-028	092-080-075	095-460-013
092-070-058	092-080-029	092-080-076	095-460-014
092-070-059	092-080-030	092-080-077	095-460-015
092-070-060	092-080-031	092-080-078	095-460-016
092-070-061	092-080-032	092-080-079	095-460-017
092-070-062	092-080-033	092-080-080	095-460-018
092-070-063	092-080-034	092-080-081	095-460-019
092-070-064	092-080-035	092-080-082	095-460-020
092-070-065	092-080-036	092-080-083	095-460-021
092-070-066	092-080-037	092-080-084	095-460-022
092-070-067	092-080-038	092-080-085	095-460-023
092-070-068	092-080-039	092-080-086	095-460-024
092-070-069	092-080-040	092-080-087	095-460-025
092-070-070	092-080-041	092-080-088	095-460-026
092-070-071	092-080-042	092-080-089	095-460-027
092-070-072	092-080-043	092-080-090	095-460-028
092-070-073	092-080-044	093-130-027	096-100-015
092-070-074	092-080-045	093-130-038	096-100-031
092-070-075	092-080-046	093-130-046	096-100-032
092-070-076	092-080-047	093-130-049	096-100-033
092-080-001	092-080-048	093-320-069	096-100-034
092-080-002	092-080-049	093-340-038	096-150-075
092-080-003	092-080-050	093-340-039	
092-080-004	092-080-051	093-460-012	
092-080-005	092-080-052	094-080-002	
092-080-006	092-080-053	094-080-011	
092-080-007	092-080-054	094-080-014	
092-080-008	092-080-055	094-080-031	
092-080-009	092-080-056	094-080-037	
092-080-010	092-080-057	094-090-001	
092-080-011	092-080-058	094-302-046	
092-080-012	092-080-059	095-150-032	
092-080-013	092-080-060	095-160-001	
092-080-014	092-080-061	095-160-002	
092-080-015	092-080-062	095-242-090	
092-080-016	092-080-063	095-460-001	
092-080-017	092-080-064	095-460-002	
092-080-018	092-080-065	095-460-003	
092-080-019	092-080-066	095-460-004	
092-080-020	092-080-067	095-460-005	
092-080-021	092-080-068	095-460-006	
092-080-022	092-080-069	095-460-007	
092-080-023	092-080-070	095-460-008	
092-080-024	092-080-071	095-460-009	
092-080-025	092-080-072	095-460-010	
092-080-026	092-080-073	095-460-011	

EXHIBIT B

CITY OF PITTSBURG ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) LIST OF AUTHORIZED PUBLIC FACILITIES

The Pittsburgh EIFD may finance the purchase, construction, expansion, improvement, seismic retrofit, or rehabilitation of any real tangible property with an estimated useful life of 15 years or longer which are public capital facilities or other projects of community-wide significance that provide significant benefits to the EIFD or the surrounding community. The EIFD may also finance the ongoing or capitalized costs to maintain public capital facilities financed in whole or in part by the EIFD. Facilities funded may be located outside the boundaries of the EIFD, as long as they have a tangible connection to the work of the EIFD as detailed in the infrastructure financing plan. The EIFD may also finance the planning and design work that is directly related to the purchase, construction, expansion, or rehabilitation of property. The EIFD may finance costs described in Government Code Sections [53398.52 [list of eligible improvements]] 53398.56 [replacement housing and relocation obligations if required by actions of EIFD] and 53398.57. Projects financed by the EIFD may include, but not be limited to, all of the following:

- Highways, interchanges, and ramps;
- Bridges;
- Arterial streets;
- Parking facilities;
- Transit facilities;
- Parks, recreational facilities, and open space;
- Sewage treatment and water reclamation plants and interceptor pipes;
- Facilities for the collection and treatment of water for urban uses;
- Facilities for the transfer and disposal of solid waste, including transfer stations and vehicles;
- Storm water conveyance and collection facilities;
- Flood control levees and dams, retention basins, and drainage channels;
- Child care facilities;
- Libraries;
- Broadband and telecommunications infrastructure;
- Sidewalks and streetscape improvements;
- Bicycle lanes and paths;
- Public art;
- Corporation yards;
- Police facilities;
- Brownfield restoration and other environmental mitigation;
- Affordable housing as authorized under the EIFD Law;
- Projects that implement a sustainable communities strategy and transit priority projects;
- Acquisition, construction, or repair of industrial structures for private use;
- Acquisition, construction, or repair of commercial structures by the small business occupant of such structures, if such acquisition, construction, or repair is for purposes of fostering economic recovery from the COVID-19 pandemic and of ensuring the long-term economic sustainability of small businesses;
- Projects that enable communities to adapt to the impacts of climate change, including, but not limited to, higher average temperatures, decreased air and water quality, the spread of infectious and vector-borne diseases, other public health impacts, extreme weather events, sea level rise, flooding, heat waves, wildfires, and drought;

EXHIBIT B

CITY OF PITTSBURG ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) LIST OF AUTHORIZED PUBLIC FACILITIES

- Facilities in which nonprofit community organizations provide health, youth, homeless, and social services.

Other Expenses

In addition to the direct costs of the above facilities, other incidental expenses as authorized by the EIFD Law, including, but not limited to, the cost of environmental evaluation and environmental remediation; engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the facilities; costs of project/construction management; costs (including the costs of legal services) associated with the creation of the EIFD; costs of issuance of bonds or other debt of the EIFD, of a community facilities district of the City, or of any other public agency for authorized facilities and payment of debt service thereon; financing costs of improvements incurred by developers until reimbursement from the EIFD; costs incurred by the County or the EIFD in connection with the division of taxes pursuant to Government Code Section 53398.75; or costs otherwise incurred in order to carry out the authorized purposes of the EIFD; reimbursements to other areas for facilities serving the EIFD; and any other expenses incidental to the formation and implementation of the EIFD and to the construction, completion, inspection and acquisition of the authorized facilities.



**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 Minute Order to Approve City Goals and Priorities for Fiscal Year 2023-24

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

On March 25, June 19, and July 13, 2023, the City Council held public workshops to discuss goals for fiscal year (FY) 2023-24. During the workshop, staff responded to questions and received comments from City Councilmembers and developed a final draft list of goals and priorities for the upcoming fiscal year.

FISCAL IMPACT

There is no fiscal impact from adoption of the attached City Goals and Priorities for FY 2023-24. It should be noted that if adopted, the goals and policies are intended to inform and guide financial decisions during the fiscal year.

RECOMMENDATION

City Council adopt the attached list of City Goals and Priorities for FY 2023-24 by minute order.

BACKGROUND

Each spring, the City Council works with staff to develop department and division goals and priorities for the following fiscal year which support the principal goals noted above. On February 6, 2023, the City Council held a public workshop, where staff provided the City Council with a review of progress made on goals adopted for FY 2022-23, and on March 25, 2023 a second workshop, facilitated by Patrick Ibarra of the Mejorando Group, brought the City Council's departmental priorities to the forefront.

Staff has developed the proposed goals and priorities based on comments received from the City Council and the previously identified five principal goals for the upcoming year, which include:

- Prioritizing public safety, health, and welfare in the City Budget and when reviewing projects;
- Improving public facilities and infrastructure, and increasing beautification of City maintained areas;
- Continuing economic development through strategic partnerships, promotion of diversified housing, and the retention and growth of new and existing businesses;
- Increasing efficiency of City operations and services through technology and streamlined processes; and
- Improving the quality of life for all Pittsburg residents.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The attached City Goals and Priorities for FY 2023-2024 build upon the City's successes implementing last year's goals and priorities. Staff believes these goals reflect the City's desire to make proactive, yet informed decisions to provide a better community for all citizens.

The proposed goals within the attached document are intended to identify areas where staff seek to markedly improve City operations, build upon the successes of City departments, and address the ongoing and emerging needs of the community. As such, staff has not included any goals which reflect or are otherwise consistent with the work staff is already undertaking or requirements that have otherwise been adopted or institutionalized. Each departmental goal includes implementation strategies that describe the tasks each department or division will undertake as part of the effort to achieve the stated goal, and performance measures to track progress throughout the year.

The attached City Goals and Priorities for FY 2023-24 incorporate comments received from the City Council during the public workshops and are proposed for adoption.

ATTACHMENTS: Fiscal Year 2023-2024 Citywide Goals

Report Prepared By: Sara Bellafronte, Assistant to the City Manager



City^{of}
Pittsburg
California

Fiscal Year 2023 – 2024 Goals

September 18, 2023

City Council

Shanelle Scales-Preston, Mayor
Juan Antonio Banales, Vice Mayor
Jelani Killings
Dionne Adams
Angelica Lopez

City Clerk

Alice Evenson

City Treasurer

Nancy Parent

City Manager

Garrett Evans

Assistant City Manager

Maria Aliotti

City Attorney

Donna Mooney

Chief of Police

Steve Albanese

Department Heads

Jennifer Brizel, Director of Human Resources
John Samuelson, Director of Public Works/City Engineer
Jordan Davis, Director of Community and Economic
Development
Kolette Simonton, Director of Recreation
Melaine Venenciano, Director of Records and Council Services
Paul Rodrigues, Director of Finance

CITYWIDE PRIORITIES	
1. Public Safety.	<i>Prioritize public safety, health, and welfare in the City Budget and when reviewing projects.</i>
2. Public Infrastructure.	<i>Improve public facilities and infrastructure and increase beautification of City maintained areas.</i>
3. Economic Development.	<i>Continue economic development through strategic partnerships, promotion of diversified housing, and the retention and growth of new and existing businesses.</i>
4. Efficiency.	<i>Increase efficiency of City operations and services through technology and streamlined processes.</i>
5. Quality of Life.	<i>Improve the quality of life for all Pittsburgh residents.</i>

COMMUNITY & ECONOMIC DEVELOPMENT

CEDD-1: Conduct Code Enforcement sweep of Madoline Street, resulting in 100% compliance. **(Public Safety)**

Implementation Measure 1.1:

Goal/Implementation Measure: Prepare a baseline assessment of code violations within area.

Status/Current Action None.

Underway:

Next Milestone: Site walks and data collection.

Estimated Completion Date: August 2023

Implementation Measure 1.2:

Goal/Implementation Measure: Assess enrollment of rental properties in Residential Rental Inspection Program and conduct in-unit inspections.

Status/Current Action None.

Underway:

Next Milestone: Prepare list of rental addresses and compare with enrollees in RRIP.

Estimated Completion Date: August 2023

Implementation Measure 1.3:

Goal/Implementation Measure: Provide Notices of Violation to property owners.

Status/Current Action None.

Underway:

Next Milestone: Schedule community meetings to discuss project.

Estimated Completion Date: October 2023

Implementation Measure 1.4:

Goal/Implementation Measure: Host community meeting(s) to answer questions or address owner and resident concerns.

Status/Current Action None.

Underway:

Next Milestone: Schedule community meetings to discuss project.

Estimated Completion Date: November 2023

Implementation Measure 1.5:

<i>Goal/Implementation Measure:</i>	Conduct follow-up inspections, issue citations, as necessary.
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<i>Status/Current Action</i>	None.
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Underway:

<i>Next Milestone:</i>	Compliance inspections.
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<i>Estimated Completion Date:</i>	June 2024
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		Applicable City Priority	Completion Progress		Annual Trend			
			% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 1	Conduct Code Enforcement sweep of Madoline Street, resulting in 100% compliance.	Public Safety	-	-	-	-	-	
I.M. 1.1	Prepare a baseline assessment of code violations within area	-	0%	0%	Review all 34 properties along Madoline Street and identify Code Violations	Didn't Track	Didn't Track	24
I.M. 1.2	Assess enrollment of rental properties in Residential Rental Inspection Program and conduct in-unit inspections.	--	0%	0%	Assess 24 rental properties adjacent to Madoline Street for enrollment in RRIP, as applicable. Conduct in-unit inspection of 10% of property owners where code violations are present.	Didn't Track	Didn't Track	24
I.M. 1.3	Provide Notices of Violation to property owners.	-	0%	0%	Provide Notices of Violations to 100% of property owners where code violations are present.	Didn't Track	Didn't Track	40
I.M. 1.4	Host community meetings(s) to answer questions or address owner and resident concerns.	-	0%	0%	Host one (1) community meeting for residents, and one (1) community meeting for owners, ensuring translators are present, if needed.	N/A	N/A	2
I.M. 1.5	Conduct follow-up inspections, issue citations, as necessary.	-	0%	0%	Conduct 34 follow-up inspections.	Didn't Track	Didn't Track	34
Goal 1 Subtotal		-	-	0%	-	-	-	-

CEDD-2: Complete comprehensive Development Code update, including modifications to permitted uses within the Pedestrian Commercial (CP) district downtown, with the goal of maintaining 90% occupancy within first-floor tenant spaces adjacent to Railroad Avenue and Cumberland Street. (Two-year goal) (Economic Development Strategic Plan Policies 4.1.1) **(Economic Development)**

Implementation Measure 2.1:

<i>Goal/Implementation Measure:</i>	Identify funding for project.
<i>Status/Current Action</i>	None.
<i>Underway:</i>	
<i>Next Milestone:</i>	Provide City Manager with two-year funding plan.
<i>Estimated Completion Date:</i>	July 2023

Implementation Measure 2.2:

<i>Goal/Implementation Measure:</i>	Solicit scope and hire consultant.
<i>Status/Current Action</i>	None.
<i>Underway:</i>	
<i>Next Milestone:</i>	Prepare contract for Council consideration.
<i>Estimated Completion Date:</i>	August 2023

Implementation Measure 2.3:

<i>Goal/Implementation Measure:</i>	Conduct General Plan consistency review and host community workshops to solicit input.
<i>Status/Current Action</i>	None.
<i>Underway:</i>	
<i>Next Milestone:</i>	Prepare schedule of workshops.
<i>Estimated Completion Date:</i>	September 2023

			Completion Progress		Annual Trend			
			% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 2	Complete comprehensive Development Code update, including modifications to permitted uses within the Pedestrian Commercial (CP) district downtown, with the goal of maintaining 90% occupancy within first-floor tenant spaces adjacent to Railroad Avenue and Cumberland Street. (Two-year goal) (Economic Development Strategic Plan Policies 4.1.1)	Economic Development	-	-	-	-	-	-
I.M. 2.1	Identify funding for project.	-	0%	0%	Identify \$450,000	N/A	N/A	\$450,000
I.M. 2.2	Solicit scope and hire consultant.	-	0%	0%	Identify at least \$112,500	N/A	N/A	\$112,500
I.M. 2.3	Conduct General Plan consistency review and host community workshops to solicit input.	-	0%	0%	Host 3 community workshops	N/A	N/A	3
					Conduct pop-ups at 3 City Events	N/A	N/A	3
Goal 2 Subtotal		-	-	0%	-	-	-	-

CEDD-3: Identify a funding mechanism for small businesses (less than 10 employees) to undertake façade and/or landscaping improvements and connect two property owners/business owners with façade enhancement funding, including a minimum of one commercial area outside of the Downtown Corridor. (Economic Development Strategic Plan Policies 2.2.3-4) **(Economic Development)**

Implementation Measure 3.1:

<i>Goal/Implementation Measure:</i>	Identify funding for project.
<i>Status/Current Action</i>	BID Funding identified for project.
<i>Underway:</i>	
<i>Next Milestone:</i>	Bring forward City Council agenda item allocating funding.
<i>Estimated Completion Date:</i>	September 2023

Implementation Measure 3.2:

<i>Goal/Implementation Measure:</i>	Create program criteria and identify target locations for enhancement.
<i>Status/Current Action</i>	None.
<i>Underway:</i>	
<i>Next Milestone:</i>	Research program criteria within other cities and prepare City Program criteria.
<i>Estimated Completion Date:</i>	September 2023

Implementation Measure 3.3:

<i>Goal/Implementation Measure:</i>	Issue loans and/or grants.
<i>Status/Current Action</i>	None.
<i>Underway:</i>	
<i>Next Milestone:</i>	Select grantee.
<i>Estimated Completion Date:</i>	February 2024

			Completion Progress		Annual Trend			
Applicable City Priority			% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 3	Identify a funding mechanism for small businesses (less than 10 employees) to undertake façade and/or landscaping improvements and connect two property owners/business owners with façade enhancement funding, including a minimum of one commercial area outside of the Downtown Corridor. (Economic Development Strategic Plan Policies 2.2.3-4)	Economic Development	-	-	-	-	-	-
I.M. 3.1	Identify funding for project	-	100%	33%	Identify a minimum amount of \$50,000	0	0	\$50,000
I.M. 3.2	Create program criteria and identify target locations for enhancements	-	0%	0%	Identify 5 target locations in the Downtown Subarea and 5 outside of Downtown	0	0	10
I.M. 3.3	Issue loans and/or grants	-	0%	0%	Issue at least 4 grants Issue \$50,000 in grants	0	0	4 \$50,000
Goal 3 Subtotal		-	-	33%	-	-	-	-

CEDD-4: Work with owners of Century Plaza to develop roadmap and conceptual layout for future redevelopment (Economic Strategic Plan Policies 2.2.1-2) **(Economic Development)**

Implementation Measure 4.1:

<i>Goal/Implementation Measure:</i>	Prepare SWOT analysis.
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<i>Status/Current Action</i>	None.
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<i>Underway:</i>	
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<i>Next Milestone:</i>	Meet with property owners. Hire consultant to prepare analysis.
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<i>Estimated Completion Date:</i>	August 2023
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Implementation Measure 4.2:

<i>Goal/Implementation Measure:</i>	Work with property owner to prepare visioning document.
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<i>Status/Current Action</i>	None.
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<i>Underway:</i>	
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<i>Next Milestone:</i>	Work with property owners to hire design firm to prepare design vision.
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<i>Estimated Completion Date:</i>	February 2024
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Implementation Measure 4.3:

<i>Goal/Implementation Measure:</i>	Create conceptual layout and adopt next steps (potential MOU for redevelopment).
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<i>Status/Current Action</i>	None.
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<i>Underway:</i>	
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<i>Next Milestone:</i>	Work with property owners to hire design firm to prepare preliminary plan.
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<i>Estimated Completion Date:</i>	June 2024
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			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 4	Identify a funding mechanism for small businesses (less than 10 employees) to undertake façade and/or landscaping improvements and connect two property owners/business owners with façade enhancement funding, including a minimum of one commercial area outside of the Downtown Corridor. (Economic Development Strategic Plan Policies 2.2.3-4)	Economic Development	-	-	-	-	-	-
I.M. 4.1	Prepare SWOT analysis.	-	0%	0%	N/A	N/A	N/A	N/A
I.M. 4.2	Work with property owner to prepare visioning document.	-	0%	0%	N/A	N/A	N/A	1
I.M. 4.3	Create conceptual layout and adopt next steps (potential MOU for redevelopment).	-	0%	0%	N/A	N/A	N/A	1
Goal 4 Subtotal		-	-	0%	-	-	-	-

RECORDS & COUNCIL SERVICES

R&CC-1: Implement a Public Records Request Software Management System. **(Efficiency)**

Implementation Measure 1.1:

<i>Goal/Implementation Measure:</i>	Select vendor.
<i>Status/Current Action Underway:</i>	Completed viewing demos from 3 out of 4 vendors: (1) NextRequest, (2) JustFOIA, and (3) Granicus, (4) OnBase
<i>Next Milestone:</i>	View demo from last vendor by end of June 2023; Select vendor and enter into contract by end of July 2023; Begin implementation process in August 2023 which consists of 4 phases – 1) Pre-Implementation; 2) System Configuration; 3) Training and Testing; 4) Launch
<i>Estimated Completion Date:</i>	12/31/2023

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 1	Implement a Public Records Request Software Management System.	Efficiency	-	-	-	-	-	-
I.M. 1.1	View demos and compared pricing from 3 out of 4 vendors: (1) Next Request, (2) JustFOIA, (3) Granicus and (4) OnBase	-	75%	25%	View 4 demos	N/A	3	1
I.M. 1.2	Select Vendor		0%	0%	1 vendor	N/A	N/A	1
I.M. 1.3	Implementation		0%	0%	N/A	N/A	N/A	N/A
Goal 1 Subtotal		-	-	25%	-	-	-	-

PUBLIC WORKS

PW-1: Zero pedestrian injuries within a school zone. (Public Safety)

Implementation Measure 1.1:

<i>Goal/Implementation Measure:</i>	Survey all school zones to document existing signage, striping, and enhanced pedestrian features.
<i>Status/Current Action Underway:</i>	Data collection of current school signage, striping, and enhanced pedestrian features conditions in the City of Pittsburgh.
<i>Next Milestone:</i>	Complete data collection.
<i>Estimated Completion Date:</i>	12/31/2023

Implementation Measure 1.2:

<i>Goal/Implementation Measure:</i>	Install high-visibility crosswalks at all school crossings.
<i>Status/Current Action Underway:</i>	Data collection of current school crossing conditions in the City of Pittsburgh.
<i>Next Milestone:</i>	Complete data collection
<i>Estimated Completion Date:</i>	6/30/2024

Implementation Measure 1.3:

<i>Goal/Implementation Measure:</i>	Install regular rapid flashing beacons (RRFB) at four school crosswalks.
<i>Status/Current Action Underway:</i>	Design installation of RRFBs
<i>Next Milestone:</i>	Bid installation of RRFBs
<i>Estimated Completion Date:</i>	6/30/2024

		Applicable City Priority	Completion Progress		Annual Trend			
			% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 1	Zero pedestrian injuries within a school zone.	Public Safety	-	-	-	3	5	0
I.M. 1.1	Survey all school zones to document existing signage, striping, and enhanced pedestrian features.	-	0%	0%	100% school zones surveyed	N/A	N/A	100%
I.M. 1.2	Install high visibility crosswalks at all school crossings.	-	0%	0%	100% high visibility crosswalks installed	0	8	100%
I.M. 1.3	Install rectangular rapid flashing beacons at four school crosswalks.	-	0%	0%	Four beacons	0	0	4
Goal 1 Subtotal		-	-	0%	-	-	-	-

PW-2: Improve Pavement Condition Index by 5 points. (Public Infrastructure)

Implementation Measure 2.1:

<i>Goal/Implementation Measure:</i>	Complete pavement rehabilitation projects on Leland Road and Loveridge Road.
<i>Status/Current Action Underway:</i>	Submitted request for authorization to proceed with construction for West Leland Road from Crestview Drive to Railroad Avenue and Loveridge Road from Highway 4 to Pittsburg-Antioch Highway. Construction to begin on E. Leland Road from Railroad Avenue to Eastern City limits and Loveridge Road between East Leland Road and Buchanan Road on September 4, 2023.
<i>Next Milestone:</i>	Bid construction of W. Leland Road/Loveridge Road project.
<i>Estimated Completion Date:</i>	06/30/2024

Implementation Measure 2.2:

<i>Goal/Implementation Measure:</i>	Create maintenance zones as part of a 10-year pavement rehabilitation program.
<i>Status/Current Action Underway:</i>	Survey Pavement Condition index (PCI) of all roads in the City of Pittsburg
<i>Next Milestone:</i>	Complete survey
<i>Estimated Completion Date:</i>	11/30/2023

Implementation Measure 2.3:

<i>Goal/Implementation Measure:</i>	Input all pavement rehabilitation work completed in the last 3 years into Streetsaver.
<i>Status/Current Action Underway:</i>	Gathering list of completed pavement rehabilitation work.
<i>Next Milestone:</i>	Input repairs into Streetsaver.
<i>Estimated Completion Date:</i>	11/30/2023

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 2	Improve Pavement Condition Index by 5 points.	Public Infrastructure	-	-	63	61	58	63
I.M. 2.1	Complete pavement rehabilitation projects on Leland and Loveridge.	-	40%	13%	Complete 3 projects	N/A	N/A	3
I.M. 2.2	Create maintenance zones as part of 10-year pavement rehabilitation program.	-	0%	0%	10 Maintenance Zones Created	0	0	10
I.M. 2.3	Input all pavement rehabilitation work completed in the last 3 years into Streetsaver.	-	50%	17%	N/A	N/A	N/A	N/A
Goal 2 Subtotal		-	-	30%	-	-	-	-

CITY ATTORNEY

CA-1: Draft a contract ordinance for City Council consideration. **(Efficiency)**

Implementation Measure 1.1:

<i>Goal/Implementation Measure:</i>	Draft a contracting ordinance.
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<i>Status/Current Action</i>	Review purchasing policy and existing provisions of Pittsburgh Municipal Code
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<i>Underway:</i>	
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<i>Next Milestone:</i>	Produce first draft by December 2023
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<i>Estimated Completion Date:</i>	June 2024
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COMMUNITY SERVICES

CS-1: Develop Bliss Avenue. Development is a multi-year goal. Phase I – Design. (**Quality of Life**)

Implementation Measure 1.1:

Goal/Implementation Measure: Presentation to the Community and Economic Subcommittee.

Status/Current Action July 2023

Underway:

Next Milestone: Select a consultant to design the masterplan.

Estimated Completion Date: 8/14/23

Notes: In order to be able to conduct subcommittee meetings more efficiently, subcommittees were modified, reducing the number from 19 to 5. Therefore, staff waited for the formation of the new subcommittee who will hear the Bliss Avenue Development.

Implementation Measure 1.2:

Goal/Implementation Measure: Select a consultant to design the masterplan.

Status/Current Action Not started.

Underway:

Next Milestone: Identify a consultant (formal/informal process will depend on cost); 2) Execute a contract.

Estimated Completion Date: By 12/01/23

Implementation Measure 1.3:

Goal/Implementation Measure: Complete the design.

Status/Current Action Not started.

Underway:

Next Milestone: 1) discuss with Land Use; 2) present to the City Council; 3) revise and reissue RFP

Estimated Completion Date: By 6/30/2024

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 1	Develop Bliss Avenue. Development is a multi-year goal. Phase 1 - Design.	Quality of Life	-	-	-	-	-	-
I.M. 1.1	Present to the Land Use Subcommittee.	-	0%	0%	1 presentation	N/A	N/A	1
I.M. 1.2	Select a consultant to design the master plan.	-	0%	0%	1 consultant selected	N/A	N/A	1
I.M. 1.3	Complete the design.	-	0%	0%	1 design	N/A	N/A	1
Goal 1 Subtotal		-	-	0%	-	-	-	-

CS-2: Increase the affordable housing stock. (Quality of Life)

Implementation Measure 2.1:

<i>Goal/Implementation Measure:</i>	Receive HCD approval of the program which will enable the City to purchase homes using PLHA funds and lease them to Section 8 tenants who are 80% AMI and lower.
<i>Status/Current Action Underway:</i>	Completed.
<i>Next Milestone:</i>	Go to closed session to get authorization to purchase homes.
<i>Estimated Completion Date:</i>	06/30/2023

Implementation Measure 2.2:

<i>Goal/Implementation Measure:</i>	Go to closed session to get authorization to purchase homes and close escrow on a home.
<i>Status/Current Action Underway:</i>	Not started.
<i>Next Milestone:</i>	Close escrow.
<i>Estimated Completion Date:</i>	09/30/2023

Implementation Measure 2.3:

<i>Goal/Implementation Measure:</i>	Rehabilitate in preparation for rental.
<i>Status/Current Action Underway:</i>	Not started.
<i>Next Milestone:</i>	Complete the rehabilitation.
<i>Estimated Completion Date:</i>	01/31/2024

Implementation Measure 2.4:

<i>Goal/Implementation Measure:</i>	Lease the unit.
<i>Status/Current Action Underway:</i>	Not started.
<i>Next Milestone:</i>	Execute the Housing Assistance Payment contract.
<i>Estimated Completion Date:</i>	03/31/2024

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 2	Increase the affordable housing stock.	Quality of Life	-	-	-	-	-	-
I.M. 2.1	Receive HCD approval of the program, which will enable the City to purchase homes using PLHA funds and lease them to Section 8 tenants who are 80% AMI and lower.	-	100%	25%	Receive HCD approval	N/A	N/A	1
I.M. 2.2	Go to closed session to get authorization to purchase homes and close escrow on a home.	-	0%	0%	1 authorization, 1 home	N/A	N/A	1, 1
I.M. 2.3	Rehabilitation in preparation for rental.	-	0%	0%	Rehabilitate 1 home	N/A	N/A	1
I.M. 2.4	Lease the unit.		0%	0%	Lease 1 unit	N/A	N/A	1
Goal 2 Subtotal		-	-	25%	-	-	-	-

ENVIRONMENTAL SERVICES

ES-1: Increase access to the Delta for the Pittsburg Community. (Quality of Life)

Implementation Measure 1.1:

<i>Goal/Implementation Measure:</i>	Increase attendance at Environmental Services events (including marina and waterfront) by 5% through increased marketing, an additional event, and improved event activities.
<i>Status/Current Action Underway:</i>	Planned events include Civic Pride Day (May 20), Green Footprint Festival (June 2), Fishing Derbies (February and November), National Marina Day (June 24), and July 4 th Fireworks.
<i>Next Milestone:</i>	Civic Pride Day: operations are meeting the week before the event. Green Footprint Festival is happening vendor engagement completion in May. July 4th fireworks kickoff meeting in April. New event: National Marina Day: kickoff meeting in April. November Fishing Derby: website and advertisement to commence in August.
<i>Estimated Completion Date:</i>	6/30/2024

Implementation Measure 1.2:

<i>Goal/Implementation Measure:</i>	Provide 4 annual Delta and watershed educational opportunities.
<i>Status/Current Action Underway:</i>	Delta Waters - on track to reach 200+ students. Considering Partner with East Bay Regional Park District's Outdoor Recreation Department to expand its successful Adventure Crew Program to Pittsburg. Consider programming public guided kayak and SUP tours.
<i>Next Milestone:</i>	Engage the 4 th -grade class for the fall 2023 cohort on August 1, 2023. Networking calls with kayak/SUP outfitters in May 2023.
<i>Estimated Completion Date:</i>	6/30/2024

Implementation Measure 1.3:

<i>Goal/Implementation Measure:</i>	Upgrade 1 waterfront park and associated infrastructure.
<i>Status/Current Action Underway:</i>	Central Harbor Park & Boat Launch Facility upgrade project at 90% plans. Funding request for implementation submitted to Delta Conservancy. Acceptance by Council on 6/19/2023
<i>Next Milestone:</i>	Funding decision from Delta Conservancy on May 24, 2023.
<i>Estimated Completion Date:</i>	6/30/2024

Implementation Measure 1.4:

<i>Goal/Implementation Measure:</i>	In alignment with the Planning Department's Waterfront Visioning Project, pursue opportunities for waterfront revenue generation and climate resiliency that will foster and protect unique and new recreational experiences at the waterfront.
<i>Status/Current Action Underway:</i>	The Planning Division has hired an architect for re-visioning of entire downtown and waterfront's walkability, transit routes, land use, and more. The Environmental Services Division has secured two grants for projects aimed at quality of life, economic development, and climate resiliency at the waterfront: the DTSC's Equitable Communities Revitalization Grant and the Sacramento-San Joaquin River Delta Conservancy's Climate Access, and Resource grant. The City executed an MOU with Antioch, Hercules, Martinez, and the CCTA for a feasibility study for expansion of an east County commuter ferry. Staff is also conducting a feasibility study for reuse of the Tidelands Wharf and entertaining both lease and purchase offers. The draft report has been received.
<i>Next Milestone:</i>	Waterfront Re-visioning exercise next step: design charettes due fall 2023. ECRG and CAR grant project agreements: execution expected by fall 2023. Ferry Feasibility Study to kick off by fall 2023. Pursuit of additional brownfields grants in Winter 2023. Tidelands Wharf Feasibility Study: final draft by June 2024
<i>Estimated Completion Date:</i>	Ongoing

			Completion Progress		Annual Trend			
			% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 1	Increase access to the Delta for the Pittsburg Community	Quality of Life	-	-	-	-	-	-
I.M. 1.1	Increase attendance at Environmental Services events (including Marina and Waterfront) by 5%	-	50%	13%	5% increase in attendance	N/A, Covid	528	554
I.M. 1.2	Provide 4 annual Delta and watershed educational opportunities.	-	0%	0%	4 educational opportunities	0	2	4
I.M. 1.3	Upgrade 1 waterfront park and associated infrastructure.	-	50%	13%	1 Park	0	0	1
I.M. 1.4	In alignment with the Planning Department's Waterfront Visioning Project, pursue opportunities for waterfront revenue generation and climate resiliency that will foster and protect unique and new recreational experiences at the waterfront.	-	10%	3%	1 commuter ferry study	N/A	N/A	1
					Pursue Reuse of Tidelands Wharf	N/A	N/A	1
					Complete one Climate Resiliency Project or Grant Application	N/A	N/A	1
Goal 1 Subtotal		-	-	28%	-	-	-	-

ES-2: Increase participation in the Adopt-A-Spot program. (Quality of Life)

Implementation Measure 2.1:

<i>Goal/Implementation Measure:</i>	Increase advertisement of existing Adopt-a-Spot program logistics and benefits to the community and environment.
<i>Status/Current Action Underway:</i>	Provided Adopt-a-Spot brochures and registration sheets at the August 2023 National Night Out. Highlighted an Adopt-a-Spot participant on City's social media.
<i>Next Milestone:</i>	Continue to provide Adopt-a-Spot brochures and registration sheets at FY 24 remaining events: two fishing derbies, First Fridays, Civic Pride Day, and Green Footprint Festival. Generate Adopt-a-Spot highlight calendar for regular social media posting to increase program recognition and desirability starting in October 2023. Work with the PUSD and LMC to encourage clubs and classes to adopt spots around/on campus. Work with Economic Development Department and Chamber of Commerce to encourage spot adoption by the local business community.
<i>Estimated Completion Date:</i>	Ongoing

Implementation Measure 2.2:

<i>Goal/Implementation Measure:</i>	Provide free bags, grabbers, and gloves to each adopter.
<i>Status/Current Action Underway:</i>	The City has been awarded CalRecycle Beverage Container Recycling grant funds annually for several years. These funds are generally used for Civic Pride Day, Adopt-a-Spot materials, and to purchase custom recycling containers for schools and public properties. Most recently, the City utilized these funds on a Big Belly and Clean Cube pilot program, leaving none for Adopt-a-Spot in FY 24. The City has enough Adopt-a-Spot supplies at its current subscription rate, but may need more by the end of FY 24, if the program sees a dramatic increase in participation.
<i>Next Milestone:</i>	Staff is pursuing other grants or sponsorship opportunities for funding Adopt-a-Spot materials upon running out.
<i>Estimated Completion Date:</i>	December 2023

Implementation Measure 2.3:

Goal/Implementation Measure:	Increase frequency at which current Adopt-a-Spot participants tend to their adopted spots.
Status/Current Action Underway:	No action.
Next Milestone:	Create a periodic and routine communication calendar to invite current adopters to celebrate their locations more frequently
	Track Adopt-a-Spot statistics including: number of adopters (already tracked), acres cleaned, clean frequency per spot (already tracked), and pounds of trash removed annually.
Estimated Completion Date:	June 30, 2024

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 2	Increase participation in the Adopt-A-Spot program	Quality of Life	-	-	-	-	-	-
I.M. 2.1	Increase advertisement of existing Adopt-a-Spot program logistics and benefits to the community and environment.	-	10%	3%	Advertise to 4 new audiences	N/A, Covid	2	4
					Increase number of adopters by 5	N/A, Covid	10	15
I.M. 2.2	Provide free bags, grabbers, and gloves to each adopter.	-	100%	33%	-	-	-	-
I.M. 2.3	Increase frequency at which current Adopt-a-Spot participants tend to their adopted spots.	-	0%	0%	Increase number of adopted spots by 5	N/A did not track	10	15
Goal 2 Subtotal		-	-	37%	-	-	-	-

PITTSBURG POWER COMPANY / ISLAND ENERGY

PPC-1: Develop a PPC Growth Strategic Initiative Plan. (Economic Development)

Implementation Measure 1.1:

<i>Goal/Implementation Measure:</i>	Create a Draft Executive Summary Status.
<i>Status/Current Action</i>	A consultant retained, drafting.
<i>Underway:</i>	
<i>Next Milestone:</i>	Complete the drafting of the Strategic Plan Executive Summary (July 2023).
<i>Estimated Completion Date:</i>	6/01/2023

Implementation Measure 1.2:

<i>Goal/Implementation Measure:</i>	Conduct Internal Strategic Plan Review.
<i>Status/Current Action</i>	Pending Policy Document Draft.
<i>Underway:</i>	
<i>Next Milestone:</i>	Upon Completion of the strategic plan draft, City management to review (August 2023).
<i>Estimated Completion Date:</i>	10/01/2023

Implementation Measure 1.3:

<i>Goal/Implementation Measure:</i>	Present Strategic Initiatives to the PPC Board.
<i>Status/Current Action</i>	Pending City Strategic Plan Review.
<i>Underway:</i>	
<i>Next Milestone:</i>	Produce Draft Policy – 10/2023
<i>Estimated Completion Date:</i>	11/01/2023

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 1	Develop PPC Strategic Initiatives	Efficiency	-	-	-	-	-	-
I.M. 1.1	Create a Draft Executive Summary Status	-	25%	8%	1 draft	N/A	N/A	1
I.M. 1.2	Conduct City Strategic Plan Review	-	0%	0%	1 review	N/A	N/A	1
I.M. 1.3	Present Strategic Initiatives to the PPC Board	-	0%	0%	1 presentation	N/A	N/A	1
Goal 1 Subtotal		-	-	8%	-	-	-	-

PPC-2: Establish Commercial Electric Service in Pittsburg. (Economic Development)

Implementation Measure 2.1:

Goal/Implementation Measure: Interconnection Agreement

Status/Current Action Interconnection Agreement application filed with PG&E - June 2023

Underway:

Next Milestone: PG&E deems application complete

Estimated Completion Date: 3Q2023

Implementation Measure 2.2:

Goal/Implementation Measure: Engineer designs infrastructure needs

Status/Current Action Planning

Underway:

Next Milestone: Assign design task to engineering firm

Estimated Completion Date: End 3Q2023

Implementation Measure 2.3:

Goal/Implementation Measure: Commercial Operation

Status/Current Action

Underway:

Next Milestone:

Estimated Completion Date: June 30, 2024

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 2	Establish a Power Customer in Pittsburgh	Economic Development	-	-	-	-	-	-
I.M. 2.1	Interconnection Agreement	-	15%	5%	1 agreement	N/A	N/A	1
I.M. 2.2	Engineer design infrastructure	-	0%	0%	N/A	N/A	N/A	N/A
I.M. 2.3	Commercial Operations	-	0%	0%	1 operation	N/A	N/A	1
Goal 2 Subtotal		-	-	5%	-	-	-	-

PPC-3: Develop a PPC Utility-Centric Procurement Policy. (Efficiency)

Implementation Measure 3.1:

Goal/Implementation Measure:	Develop Policy Document Draft
Status/Current Action	Draft COP policy template
Underway:	
Next Milestone:	Policy template draft to be completed within the next three months (June 2023)
Estimated Completion Date:	6/2023

Implementation Measure 3.2:

Goal/Implementation Measure:	Internal Review of Draft Policy
Status/Current Action	Pending policy document draft
Underway:	
Next Milestone:	With the completion of the policy document draft, it will be submitted for City management review (July 2023)
Estimated Completion Date:	10/2023

Implementation Measure 3.3:

Goal/Implementation Measure:	PPC Board Adopt Policy
Status/Current Action	Pending City Policy Review
Underway:	
Next Milestone:	Upon completion of the City management review, a Staff Report and RESO will be drafted for Board Adoption (Oct 2023)
Estimated Completion Date:	11/2023

		Applicable City Priority	Completion Progress		Annual Trend			
			% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 3	Develop a PPC Utility-Centric Procurement Policy	Efficiency	-	-	-	-	-	-
I.M. 3.1	Develop Policy Document Draft	-	0%	0%	N/A	N/A	N/A	N/A
I.M. 3.2	City Review of Draft Policy	-	0%	0%	N/A	N/A	N/A	N/A
I.M. 3.3	PPC Board Adopt Policy	-	0%	0%	N/A	N/A	N/A	N/A
Goal 3 Subtotal		-	-	0%	-	-	-	-

RECREATION

REC-1: Provide a winter outdoor ice rink. (Quality of Life)

Implementation Measure 1.1:

Goal/Implementation Measure: Determine ice rink provider.

Status/Current Action RFP issued.

Underway:

Next Milestone: Selection of rink provider 5/25/2023.

Estimated Completion Date: 10/1/2023

Implementation Measure 1.2:

Goal/Implementation Measure: Work with the provider to operate the winter rink.

Status/Current Action Begins after Council has approved the contractor.

Underway:

Next Milestone: 7/18/2023

Estimated Completion Date: 11/2023

Implementation Measure 1.3:

Goal/Implementation Measure: Open Rink.

Status/Current Action None.

Underway:

Next Milestone: 11/2023

Estimated Completion Date: 1/2024

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 1	Provide a winter outdoor ice rink.	Quality of Life	-	-	-	-	-	-
I.M. 1.1	Determine ice rink provider.	-	90%	30%	1 provider	N/A	N/A	1
I.M. 1.2	Work with provider to operate winter rink.	-	0%	0%	N/A	N/A	N/A	N/A
I.M. 1.3	Open rink.	-	0%	0%	N/A	N/A	N/A	N/A
Goal 1 Subtotal		-	-	30%	-	-	-	-

REC-2: Increase non-sports programs/activities for residents of all ages. **(Quality of Life)**

Implementation Measure 2.1:

<i>Goal/Implementation Measure:</i>	Add programs that promote wellness & health.
<i>Status/Current Action Underway:</i>	Identify programs that align with MBK, address mental health, art, music, and life skills classes.
<i>Next Milestone:</i>	9/30/2023
<i>Estimated Completion Date:</i>	6/30/2024

Implementation Measure 2.2:

<i>Goal/Implementation Measure:</i>	Programs to promote entrepreneurship & work opportunities for youth and young adults.
<i>Status/Current Action Underway:</i>	Partner with small businesses to provide mentor opportunities.
<i>Next Milestone:</i>	9/30/2023
<i>Estimated Completion Date:</i>	6/30/2024

Implementation Measure 2.3:

<i>Goal/Implementation Measure:</i>	Expansion of programs for seniors.
<i>Status/Current Action Underway:</i>	Identify program gaps and service providers.
<i>Next Milestone:</i>	9/30/2023
<i>Estimated Completion Date:</i>	6/30/2024

Implementation Measure 2.4:

<i>Goal/Implementation Measure:</i>	Expand STEM & STEAM Program.
<i>Status/Current Action Underway:</i>	Identify programs and service providers that align with MBK, and address mental health, art, music, and life skills, classes.
<i>Next Milestone:</i>	9/30/2023
<i>Estimated Completion Date:</i>	6/30/2024

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 2	Increase non-sports programs/activities for residents of all ages	Quality of Life	-	-	-	-	-	-
I.M. 2.1	Add programs that promote wellness & health.	-	5%	1%	Offer 10 wellness & health programs	6	6	10
I.M. 2.2	Programs to promote entrepreneurship & work opportunities for youth and young adults.	-	5%	1%	Offer 5 entrepreneurship & work opportunities programs	1	1	5
I.M. 2.3	Expansion of programs for seniors.	-	5%	1%	Add 5 senior programs	10	10	5
I.M. 2.4	Expand STEM & STEAM Programs.	-	5%	1%	Offer 4 STEAM programs	1	1	4
Goal 2 Subtotal		-	-	4%	-	-	-	-

REC-3: Launch My Brothers Keeper Pittsburgh. (Quality of Life)

Implementation Measure 3.1:

<i>Goal/Implementation Measure:</i>	Complete Community Convening & Local Action Plan.
<i>Status/Current Action Underway:</i>	Data collection and deep dive with Steering Committee to align with milestones and identify partners.
<i>Next Milestone:</i>	5/1/2023
<i>Estimated Completion Date:</i>	7/1/2024

Implementation Measure 3.2:

<i>Goal/Implementation Measure:</i>	Complete Initial Certification with MBKA.
<i>Status/Current Action Underway:</i>	Working with Steering Committee on the certification process.
<i>Next Milestone:</i>	6/30/2023
<i>Estimated Completion Date:</i>	9/30/2023

Implementation Measure 3.3:

<i>Goal/Implementation Measure:</i>	Identify the Backbone Agency.
<i>Status/Current Action Underway:</i>	Identify and interview youth providers that are currently doing work that aligns with MBK Pittsburgh and its focus.
<i>Next Milestone:</i>	9/23/2023
<i>Estimated Completion Date:</i>	1/30/2024

Implementation Measure 3.4:

<i>Goal/Implementation Measure:</i>	Develop and adopt the Local Action Plan.
<i>Status/Current Action Underway:</i>	None.
<i>Next Milestone:</i>	1/1/2024
<i>Estimated Completion Date:</i>	7/30/2024

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 3	Launch MBK Pittsburgh	Quality of Life	-	-	-	-	-	-
I.M. 3.1	Complete community convening	-	0%	0%	1 Local Action Plan	N/A	N/A	1
I.M. 3.2	Complete initial certification with MBK	-	0%	75%	1 Certification	N/A	N/A	1
I.M. 3.3	Identify the Backbone Agency	-	0%	0%	1 Agency Identified	N/A	N/A	1
I.M. 3.4	Develop and adopt the Local Action Plan	-	0%	0%	1 Plan Adopted	N/A	N/A	1
Goal 3 Subtotal		-	-	0%	-	-	-	-

REC-4: Address Youth & Young Adult Services Master Plan Objectives 1, 3, and 5. **(Quality of Life)**

Implementation Measure 4.1:

<i>Goal/Implementation Measure:</i>	Establish a database youth and young adult services to help identify underserved demographics.
<i>Status/Current Action Underway:</i>	Creation of list
<i>Next Milestone:</i>	Convene a series of interviews to discuss the needs of youth and young adults in the City.
<i>Estimated Completion Date:</i>	August 2023

Implementation Measure 4.2:

<i>Goal/Implementation Measure:</i>	Increase opportunities for youth civic engagement through service-learning projects and volunteerism.
<i>Status/Current Action Underway:</i>	None
<i>Next Milestone:</i>	Identify opportunities and ways to increase participation
<i>Estimated Completion Date:</i>	January 2024

Implementation Measure 4.3:

<i>Goal/Implementation Measure:</i>	Partner with a multimedia organization to establish an Inspire Pittsburgh design challenge and use the process to market youth involvement and civic responsibility.
<i>Status/Current Action Underway:</i>	None
<i>Next Milestone:</i>	Reviewing best practices for design challenges to develop the program.
<i>Estimated Completion Date:</i>	September 2023

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 4	Address YYASMP Objectives 1, 3, 5	Quality of Life	-	-	-	-	-	-
I.M. 4.1	Establish a database youth and young adult services to help identify underserved demographics.	-	50%	17%	1 database	N/A	N/A	1
I.M. 4.2	Increase opportunities for youth civic engagement through service-learning projects and volunteerism.	-	67%	22%	N/A	N/A	N/A	N/A
I.M. 4.3	Partner with a multimedia organization to establish an Inspire Pittsburg design challenge and use the process to market youth involvement and civic responsibility.	-	0%	0%	1 partnership	N/A	N/A	1
Goal 4 Subtotal		-	-	39%	-	-	-	-

FINANCE

FI-1: Migrate to new Enterprise Resource Planning (ERP) and Utility Billing Systems. (Efficiency)

Implementation Measure 1.1:

<i>Goal/Implementation Measure:</i>	Select a vendor for the new ERP and UB system.
<i>Status/Current Action Underway:</i>	A consultant has been engaged to guide us through selection process, RFP has been released and five vendors have responded. Prepare a shortlist of vendors for demonstration and further evaluation.
<i>Next Milestone:</i>	To be completed by 6/30/2023
<i>Estimated Completion Date:</i>	6/30/2023

Implementation Measure 1.2:

<i>Goal/Implementation Measure:</i>	Implement the Financial module of the ERP system.
<i>Status/Current Action Underway:</i>	This phase will begin only after selection of the new ERP vendor.
<i>Next Milestone:</i>	Officially select vendor 12/31/23
<i>Estimated Completion Date:</i>	6/30/2024

Implementation Measure 1.3:

<i>Goal/Implementation Measure:</i>	Implement the Human Resources, Payroll, and Time entry modules of the new ERP system.
<i>Status/Current Action Underway:</i>	This phase will begin only after selection of the new ERP vendor.
<i>Next Milestone:</i>	Officially select vendor 12/31/23
<i>Estimated Completion Date:</i>	6/30/2024

Implementation Measure 1.4:

<i>Goal/Implementation Measure:</i>	Implement the Utility Billing module of the new ERP system.
<i>Status/Current Action Underway:</i>	This phase will begin only after the selection of the new ERP vendor.
<i>Next Milestone:</i>	Officially select vendor 12/31/23
<i>Estimated Completion Date:</i>	6/30/2025

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 1	Migrate to a New Enterprise Resource Planning (ERP) System.	Efficiency	-	-	-	-	-	-
I.M. 1.1	Identify and select a vendor.	-	75%	19%	1 Vendor	N/A	N/A	1
I.M. 1.2	Implement the Financial module of the new ERP system.	-	0%	0%	N/A	N/A	N/A	N/A
I.M. 1.3	Implement the Human Resources, Payroll, and Time Entry modules of the new ERP system.	-	0%	0%	N/A	N/A	N/A	N/A
I.M. 1.4	Implement the Utility Billing Module of the new ERP system.	-	0%	0%	N/A	N/A	N/A	N/A
Goal 1 Subtotal		-	-	19%	-	-	-	-

HUMAN RESOURCES

HR-1: Implement a public dashboard to promote City's goals and Key Performance Indicators. **(Efficiency)**

Implementation Measure 1.1:

<i>Goal/Implementation Measure:</i>	Identify and select a vendor.
<i>Status/Current Action Underway:</i>	Researched and met with four vendors; presented information to Government Perf. Ad Hoc Committee and Sr. Exec Team for feedback; select a vendor.
<i>Next Milestone:</i>	4/14/2023
<i>Estimated Completion Date:</i>	4/14/2023

Implementation Measure 1.2:

<i>Goal/Implementation Measure:</i>	Determine existing tools and reporting mechanisms across departments to import data into a dashboard.
<i>Status/Current Action Underway:</i>	Met with IT to identify existing systems and capabilities to integrate with new performance dashboard.
<i>Next Milestone:</i>	5/19/2023
<i>Estimated Completion Date:</i>	5/19/2023

Implementation Measure 1.3:

<i>Goal/Implementation Measure:</i>	Work with department teams to align and clarify goals and establish success measure timelines and KPIs.
<i>Status/Current Action Underway:</i>	This process will begin once Council approves fiscal year goals.
<i>Next Milestone:</i>	6/30/2024
<i>Estimated Completion Date:</i>	6/30/2024

Implementation Measure 1.4:

<i>Goal/Implementation Measure:</i>	Train staff on the dashboard and implement the tool.
<i>Status/Current Action Underway:</i>	The vendor has established a training plan and process. Once goals are established and entered into the platform, department team members will learn how to manage goal updates and enter new goals into the system.
<i>Next Milestone:</i>	10/30/2023
<i>Estimated Completion Date:</i>	10/30/2023

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 1	Implement a public dashboard to promote City's goals & Key Performance Indicators.	Efficiency	-	-	-	-	-	-
I.M. 1.1	Identify and select a vendor.	-	100%	25%	1 Vendor	N/A	N/A	1
I.M. 1.2	Determine existing tools and reporting mechanisms across departments to import data into a dashboard.	-	100%	25%	N/A	N/A	N/A	N/A
I.M. 1.3	Work with department teams to align and clarify goals and establish success measure timelines and KPIs.	-	50%	13%	N/A	N/A	N/A	N/A
I.M. 1.4	Train staff on the dashboard and implement tool.	-	25%	6%	N/A	N/A	N/A	N/A
Goal 1 Subtotal		-	-	69%	-	-	-	-

HR-2: Implement a Learning Management System. (Efficiency)

Implementation Measure 2.1:

<i>Goal/Implementation Measure:</i>	Survey City employees to identify professional development/learning needs.
<i>Status/Current Action</i> <i>Underway:</i>	In the process of establishing a survey.
<i>Next Milestone:</i>	10/30/2023
<i>Estimated Completion Date:</i>	10/30/2023

Implementation Measure 2.2:

<i>Goal/Implementation Measure:</i>	Research, identify, and select a vendor to support learning goals. Implement a web-based LMS that includes the capability to support content development and classroom training tracking.
<i>Status/Current Action</i> <i>Underway:</i>	Review survey results and begin the RFP process.
<i>Next Milestone:</i>	3/30/2024
<i>Estimated Completion Date:</i>	3/30/2024

Implementation Measure 2.3:

<i>Goal/Implementation Measure:</i>	Implement software and integrate modules with performance program; train users.
<i>Status/Current Action</i> <i>Underway:</i>	To begin after the selection of an LMS provider.
<i>Next Milestone:</i>	6/30/2024
<i>Estimated Completion Date:</i>	6/30/2024

			Completion Progress		Annual Trend			
		Applicable City Priority	% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 2	Implement a learning management system.	Efficiency	-	-	-	-	-	-
I.M. 2.1	Survey City employees to identify professional development/learning needs.	-	0%	0%	1 Survey	N/A	N/A	1
I.M. 2.2	Identify and select a vendor to support learning goals; tracking for web-based and classroom.	-	0%	0%	1 Vendor	N/A	N/A	1
I.M. 2.3	Implement software and integrate modules with performance program; train users.	-	0%	0%	N/A	N/A	N/A	N/A
I.M. 2.4		-	0%	0%	N/A	N/A	N/A	N/A
Goal 2 Subtotal		-	-	0%	-	-	-	-

POLICE DEPARTMENT

PD-1: Develop a Traffic Education/Engagement/Enforcement Plan (**Public Safety**)

Implementation Measure 1.1:

<i>Goal/Implementation Measure:</i>	Develop educational class for youth drivers.
<i>Status/Current Action Underway:</i>	Development of curriculum that impacts new teenage drivers in a way that will demonstrate the dangers of distracted driving.
<i>Next Milestone:</i>	Complete curriculum and schedule first course fall 2023.
<i>Estimated Completion Date:</i>	03/1/2023

Implementation Measure 1.2:

<i>Goal/Implementation Measure:</i>	Social Media messaging regarding traffic safety, traffic laws, collision statistics as it relates to distracted driving, etc.
<i>Status/Current Action Underway:</i>	Continuous
<i>Next Milestone:</i>	Continuous
<i>Estimated Completion Date:</i>	03/1/2023

Implementation Measure 1.3:

<i>Goal/Implementation Measure:</i>	Begin monthly meetings between the Police Department Traffic Divisions and city Traffic Engineers to review traffic collision data, community-generated concerns, and information from city staff.
<i>Status/Current Action Underway:</i>	Utilize information from these meetings to create traffic-related strategies based on collision data, community-generated concerns, and collaboration between city staff to meet the city's rising traffic congestion and traffic collision mitigation efforts.
<i>Next Milestone:</i>	Continue monthly meetings and assist City Engineers with street lighting and traffic mitigation planning.
<i>Estimated Completion Date:</i>	12/1/2023

		Applicable City Priority	Completion Progress		Annual Trend			
			% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 1	Traffic Education/Engagement/ Enforcement Plan	Safety	-	-	-	-	-	-
I.M. 1.1	Develop education classes for youth drivers.	-	0%	0%	Develop, Offer, and completed 2 Driver Education Classes	0	0	2
I.M. 1.2	Social Media messaging regarding traffic safety, traffic laws, collision statistics as it relates to distracted driving, etc.	-	100%	33%	N/A	N/A	N/A	N/A
I.M. 1.3	Begin monthly meetings between the Police Department Traffic Divisions and city Traffic Engineers to review traffic collision data, community-generated concerns, and information from city staff.	-	25%	8%	N/A	N/A	N/A	N/A
Goal 1 Subtotal		-	-	42%	-	-	-	-

PD-2: Expand Retail/Commercial Enforcement (Public Safety)

Implementation Measure 2.1:

<i>Goal/Implementation Measure:</i>	Conduct quarterly Retail Enforcement Operations focused on commercial theft rings.
<i>Status/Current Action Underway:</i>	The initial operation was completed spring of 2023. Planning and collaboration with outside agencies and businesses are underway for the next operation.
<i>Next Milestone:</i>	Conduct 1st Quarter operation July 2023.
<i>Estimated Completion Date:</i>	5/31/2023

Implementation Measure 2.2:

<i>Goal/Implementation Measure:</i>	The Police Department's Commercial Retail Officer will develop a Retail Theft Forum to provide strategies to address the issue.
<i>Status/Current Action Underway:</i>	Commercial Retail Officer will be attending Retail Theft training in the next 6 months.
<i>Next Milestone:</i>	Commercial Retail Officer to hold Retail Theft training forum for commercial businesses using the Business Watch Program.
<i>Estimated Completion Date:</i>	12/1/2023

		Applicable City Priority	Completion Progress		Annual Trend			
			% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 2	Retail/Commercial Enforcement	Public Safety	-	-	-	-	-	-
I.M. 2.1	Conduct quarterly Retail Enforcement Operations	-	25%	13%	Conduct four Retail Theft Enforcement Operations throughout the year	0	1	4
I.M. 2.2	The Police Department's Commercial Retail Officer will develop a Retail Theft Forum to provide strategies to address the issue.	-	0%	0%	Develop and complete 2 Retail Theft Forums via the Business Watch Program annually.	0	0	2
Goal 2 Subtotal		-	-	13%	-	-	-	-

PD-3: Conduct a Staffing Analysis for Community Needs (Public Safety)

Implementation Measure 3.1:

<i>Goal/Implementation Measure:</i>	Analyze how the Police Department deploys its Operations Units and Patrol Officers by geography, service call volume, types of calls, and the duration spent investigating those crimes.
<i>Status/Current Action Underway:</i>	Crime Analyst to begin compiling data to be used in the review.
<i>Next Milestone:</i>	Create reports and review data to be utilized in the analysis Summer of 2023.
<i>Estimated Completion Date:</i>	10/31/2023

Implementation Measure 3.2:

<i>Goal/Implementation Measure:</i>	Identify opportunities to change deployment strategies, shift coverage, work schedules/hours, and geographical boundaries to our current operations deployment strategy.
<i>Status/Current Action Underway:</i>	Once analytics are compiled, staff will review the data and make recommendations.
<i>Next Milestone:</i>	Form Police Department Steering Committee to review data and recommend adjustments.
<i>Estimated Completion Date:</i>	10/31/2023

		Applicable City Priority	Completion Progress		Annual Trend			
			% IM Complete	% Goal Complete	Target	2022 Actual	2023 Actual	2024 Projected
Goal 3	Retail/Commercial Enforcement	Safety	-	-	-	-	-	-
I.M. 3.1	Analyze how the police department deploys its Operations units and patrol officers by geography, service call volume, types of calls, and the duration spent investigating those crimes.	-	25%	13%	N/A	N/A	N/A	N/A
I.M. 3.2	Utilizing complied data, identify opportunities to change deployment strategies, shift coverages, work schedules/hours, and geographical boundaries of our current operations deployment strategy	-	0%	0%	N/A	N/A	N/A	N/A
Goal 3 Subtotal		-	-	13%	-	-	-	-

**CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES**

DATE: August 21, 2023

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

CITY COUNCIL/AGENCY MEMBERS

Shanelle Scales-Preston, Mayor/Chair
Juan Antonio Banales, Vice-Mayor/Chair
Jelani Killings, Council/Agency Member
Dionne Adams, Council/Agency Member
Angelica Lopez, 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)

Mayor Scales-Preston called the regular meeting to order at 7:43 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA. after convening at 5:40 P.M. in Closed Session for the following items:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957

City Attorney
City Manager

2. CONFERENCE WITH LABOR NEGOTIATORS pursuant to Section 54957.6

City designated representatives: Mary Egan, MRG, LLC

Unrepresented employee: City Attorney and City Manager

Mayor Scales-Preston stated there were no reportable actions in Closed Session.

ROLL CALL

All members were present.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

PRESENTATION

3. Presentation by Family Harvest Farms

4. Presentation by the Chamber of Commerce
5. Quarterly Overview of Use of Force by Law Enforcement Personnel and Overview of Internal Affairs Investigations
6. Presentation of the Accessory Dwelling Unit Guidebook and Pre-Approved Accessory Dwelling Unit Prototype Plan Set

Agenda items 5 and 6 were presented in order after the Proclamation for Calpine and their Carbon Capture Technology Project was read.

PROCLAMATIONS

7. Recognition of Calpine and Their Carbon Capture Technology Project

Proclamation was moved up in the agenda and read after item 4, Chamber of Commerce presentation.

CITY MANAGER REPORTS/REMARKS

City Manager Evans stated he would like to create an Ad-Hoc Subcommittee reviewing Fiscal Sustainability for the City. The duration would be approximately nine (9) months and conclude with the normal fiscal year 2024-2025 budget cycle.

Assistant City Manager Aliotti gave an update on upcoming City events and noted that the City Council will be taking a recess for the Labor Day holiday, therefore no meeting will be held on Monday, September 4, 2023. She also reminded everyone that City Council and Commission meetings will be held at the Marina Center, 340 Marina Blvd, Pittsburg, CA from August 28, 2023, through September 29, 2023.

PUBLIC COMMENTS

Comments on rent stabilization, tenant rights and deplorable living conditions were received from:

LaTina Simpkins
Edith Pastrono
Devin Williams
Ignacio Infante
Melanie Mendez
Nicole Arrington
Shawana Goode

Bruce Ohlson, Pittsburg, spoke in support of the Seafood Festival.

Mayor Scales-Preston acknowledged those who spoke regarding their housing concerns and asked staff to check in on Woods Grove apartments.

City Manager Evans stated he would have staff perform a rental inspection and give an update to the Life Enrichment Subcommittee.

COMMITTEE REPORTS

Member Lopez attended the Life Enrichment committee meeting.

Vice Mayor Banales attended the Finance committee meeting.

Member Killings attended the Economic Development committee meeting.

Member Adams attended the Infrastructure and Transportation committee meeting.

PUBLIC HEARING

13. Introduction and Waive First Reading of Two Ordinances: Amending Title 18 of the Pittsburg Municipal Code Related to Accessory Dwelling Units, and Amending Title 18 Miscellaneous Text Amendments

On Motion by Member Killings, seconded by Member Lopez to introduce and waive further reading of the ordinance amending Title 18 of the Pittsburg Municipal Code Related to Accessory Dwellings and carried unanimously.

On Motion by Member Killings, seconded by Member Lopez to introduce and waive further reading of the ordinance Amending Title 18 Miscellaneous Text Amendments and carried unanimously.

CONSIDERATION

14. Adoption of a City Council Resolution Accepting the Plans and Specifications, Approve and Allocate Additional Funds, and Awarding Project 2241-East Leland Pavement Maintenance Project.

Bruce Ohlson, Pittsburg, commented on lane striping and street safety.

On Motion by Vice Mayor Banales, seconded by Member Lopez to adopt and carried unanimously.

15. Adoption of a City Council Resolution Accepting the Plans and Specifications, and Awarding Project 2033-Loveridge Road Maintenance Project.

On Motion by Vice Mayor Banales, seconded by Member Adams to adopt and carried unanimously.

16. Adoption of a City Council Resolution to Approve the Staff Response to the Contra Costa County Civil Grand Jury Report No. 2306, Affordable Housing: "A Plan Without a Home"

On Motion by Member Lopez, seconded by Vice Mayor Banales to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

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

Bruce Ohlson, Pittsburg, expressed safety concerns for pedestrians accessing proposed fields south of West Leland Road and east of John Henry Johnson Parkway. Suggested installation of a bicycle/pedestrian bridge or traffic signal (Item 19).

On Motion by Vice Mayor Banales, seconded by Member Adams to adopt and carried unanimously.

17. Minutes of August 7, 2023

18. Receive and File the Treasurer's Report for the Quarter Ending June 30, 2023

19. Adoption of a City Council Resolution Authorizing Execution of the First Amendment to the Consultant Services Agreement with Gates+Associates for Project 3080-Premier Fields

20. Adoption of a City Council Resolution Authorizing the Purchase of Properties Fulfilling Specified Criteria

21. Adoption of a City Council Resolution Authorizing the Execution of Second Amendment to Consulting Agreement with 4LEAF, Inc. for Building Inspector and Chief Building Official Services

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Mayor Scales-Preston thanked staff for the hard work that went into the Jazz, Blues, Funk Festival. She also thanked staff for organizing the Walking Tour of the Martinez and Benicia waterfronts, which she was able to attend along with Member Adams and Killings.

ADJOURNMENT

The meeting was adjourned at 10:06 P.M. to September 18, 2023.

Respectfully submitted,

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 Lease Agreement Between the City of Pittsburg and the Bay Harbor Park Homeowners Association

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

Bay Harbor Park Homeowners Association (BHP HOA) owns Assessor's Parcel Number (APN) 085-300-162, denoted as Parcel B on the BHP Subdivision Map in Attachment 3. The City proposes to lease the southwestern most portion of Parcel B at the corner of Marina Boulevard and 3rd Street (the "Leased Property") to host a decorative monument and conduct maintenance on the Leased Property.

FISCAL IMPACT

At \$1 per month, the annual lease cost to the Marina Fund (550) is negligible.

RECOMMENDATION

City Council adopt a Resolution approving a Lease Agreement between the City and BHP HOA.

BACKGROUND

On June 27, 1988, through Resolution 88-7336, the City clarified acceptance of maintenance responsibility at the newly constructed BHP Subdivision. This included various water and sewer lines, as well as parcels bordering the Pittsburg Marina and New York Slough. Parcel B was excluded from the City's maintenance responsibility. However, the City has conducted irrigation and lawn care to the Leased Property for several years at no cost.

Furthermore, the Pescatori, a commemorative boat monument was placed in the Leased Property and has been maintained by the City's Marina Division for several years.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The 2023 winter storms caused a tree to fall and damage a fence on the eastern side of the Leased Property. Due to Resolution 88-7336, staff did not immediately repair the damaged fence. Similarly, due to normal maintenance of Parcel B by the City, the BHP HOA did not immediately repair the damaged fence. Parcel B is downtown's connector to Pittsburgh's commercial waterfront. The City's General Plan and Trust Lands Use Plan emphasize the importance of pedestrian flow from downtown to the waterfront. Disrepair and blight discourage this connection. The City, therefore, proposes to gain formal access to the Leased Property to continue providing regular maintenance of the Pescatori, surrounding landscaping, and fence.

ATTACHMENTS: Resolution
Lease
Bay Harbor Park Subdivision Map

Report Prepared By: Sara Bellafronte, Assistant to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving a Lease Agreement Between)
the City of Pittsburgh and the Bay Harbor)
Park Homeowners Association)

RESOLUTION NO. 23-

WHEREAS, Bay Harbor Park Homeowners Association (BHP HOA) owns Assessor's Parcel Number 085-300-162, denoted as Parcel B on the BHP Subdivision Map; and

WHEREAS, on June 27, 1988, through Resolution 88-7336, the City clarified acceptance of maintenance responsibility at the newly constructed BHP Subdivision. The City has conducted irrigation and lawn care to approximately 2,800 square feet of the western portion of Parcel B (the "Leased Property"), at the intersection of 3rd Street and Marina Boulevard for several years at no cost to the BHP HOA; and

WHEREAS, the Pescatori, a commemorative wooden boat monument, was placed on the Leased Property and has been maintained by the City's Marina Division for several years; and

WHEREAS, City staff and the BHP HOA seek to further clarify the rights and responsibilities of the parties so that maintenance obligations are specified, minimizing blight and disrepair and encouraging pedestrian flow in the area; and

WHEREAS, City staff propose to enter into a lease with the BHP HOA for exclusive use of the Leased Property to maintain the landscape, fence, and monument.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute a lease agreement with the Bay Harbor Park Homeowners Association for the Leased Property.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 18th day of September 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**LEASE AGREEMENT BY AND BETWEEN
CITY OF PITTSBURG AND BAY HARBOR PARK HOMEOWNERS
ASSOCIATION**

This Lease Agreement is made and entered into as of the 18th day of September 2023 by and between the Bay Harbor Park Homeowners Association, a California nonprofit mutual benefit corporation, ("Lessor") and City of Pittsburg, a municipal corporation ("Lessee").

RECITALS

- A. WHEREAS, the Bay Harbor Park Homeowners Association owns that certain real property labeled Parcel B shown on the map in Exhibit A; and
- B. WHEREAS, Lessee desires to lease from Lessor, and Lessor desire to lease to Lessee, the western portion of Parcel B, at the corner of Marina Blvd. and 3rd Street .

AGREEMENT

For good and valuable consideration, the Parties agree as follows:

- 1. Premises. Lessor hereby leases to Lessee 2,777 square feet of outside fenced space as represented on the map attached as Exhibit A ("Premises").
- 2. Uses. Lessee may use the Premises for undertaking landscape maintenance, fence maintenance, and displaying that decorative monument known as Pescatori, a wooden vessel.
- 3. Lease Fee. \$1 per month.
- 4. Term. The term of this Lease shall be for 30 days and thereafter shall continue on a month-to-month basis until terminated by either party to the Lease who may terminate the Lease with or without cause.
- 5. Exclusive Use. Lessee's right to use the Premises is exclusive. Lessee its agents, employees and contractors shall have the right to enter the Premises for any purposes consistent with Section 2.
- 6. Condition of Premises. As of the Effective Date, Lessor represents and warrants that Premises are in a clean and sanitary condition and, to Lessor's knowledge, no hazardous materials as such are defined in federal and state law are

present in, on, or within the Premises and the Premises are safe and fit for the permitted uses.

7. Termination. This Lease Agreement may be terminated by Lessor or Lessee immediately for cause or without cause upon thirty days (30) days written notice of termination.

Termination or expiration of this Lease shall not release either party from liability resulting from an event which occurred prior to such termination or expiration.

Upon termination or expiration of this Lease, Lessee shall discontinue the use of the Premises and remove from the Premises all personal property. Any lighting, cameras and fencing installed by Lessee shall remain in the ownership of Lessee. Lessee shall remove and retain such items unless Lessee sells all or some of the items to Lessor.

8. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Lessor: Bay Harbor Park Homeowners Association
C/O OMNI Community Management, LLC
190 N. Wiget Lane, Suite 101
Walnut Creek, California 94598
Attn: Tony Friday

If to Lessee: City Manager
65 Civic Avenue
Pittsburg CA 94565

9. Assignment and Subleasing. Lessee may not assign or sublease without written consent of Lessor.
10. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
11. Controlling Law Venue. This Lease Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in Contra Costa County Superior Court.
12. Amendments. This Lease Agreement may be modified or amended

only by a written document executed by both Lessor and Lessee and approved as to form by the City Attorney.

13. Severability. If any term or portion of this Lease Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease Agreement shall continue in full force and effect.
14. Entire Agreement. This Lease Agreement constitutes the complete and exclusive statement of Agreement between Lessor and Lessee. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Lease Agreement.
15. Execution. This Lease Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Lease Agreement, it shall not be necessary to produce or account for more than one such counterpart.
16. Time is of the Essence. Time is of the essence for this Agreement.
17. Authority to Enter Agreement. Lessor has all requisite power and authority to execute, deliver, and perform under this Lease Agreement. Lessor warrants that the individual who signed this Lease Agreement has the legal power, right, and authority to make this Lease Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first written above.

LESSOR
Bay Harbor Park HOA
a California nonprofit mutual
benefit corporation

By: 

LESSEE
City of Pittsburg, a municipal corporation

By: _____
Garrett Evans, City Manager

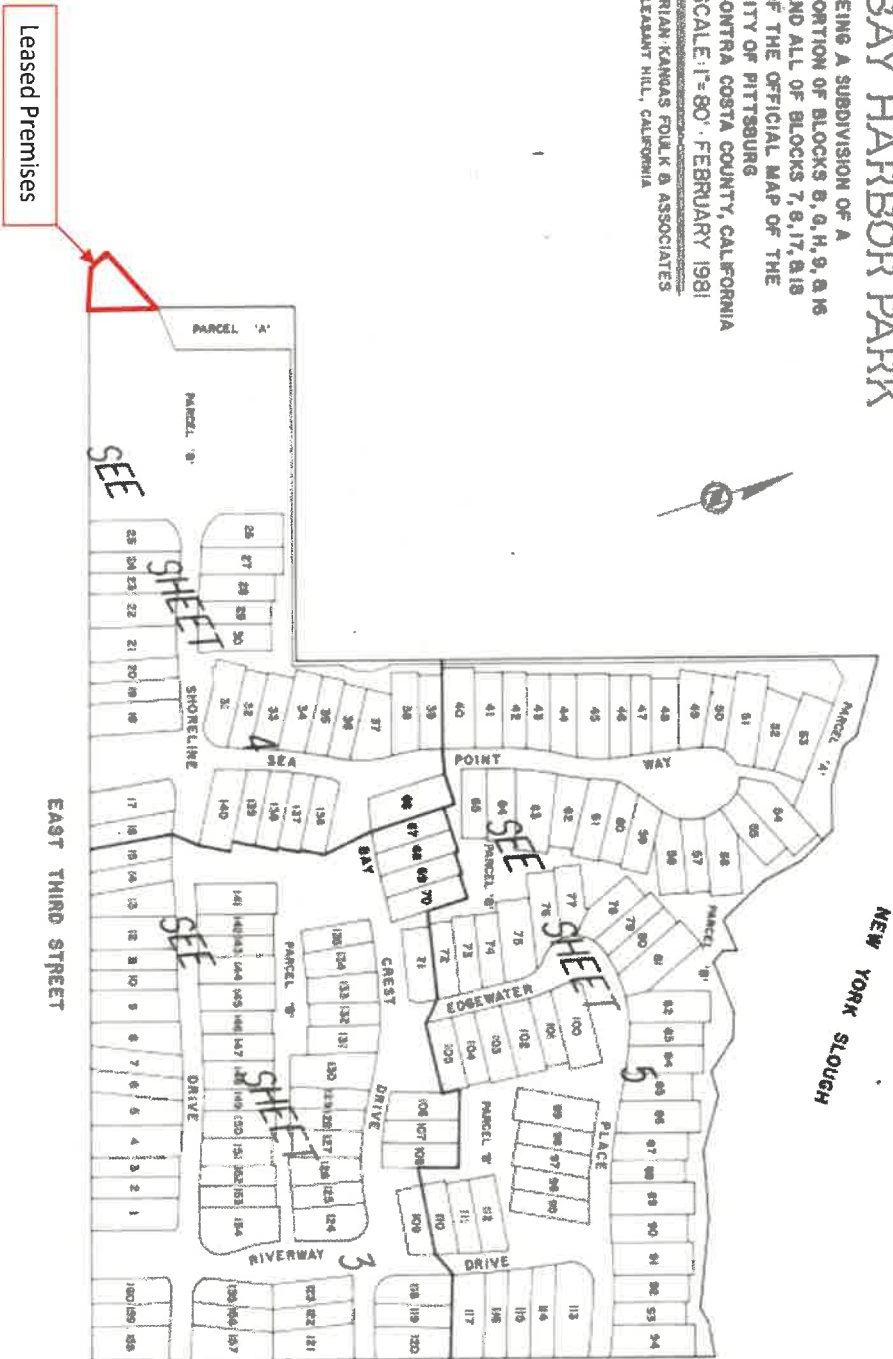
APPROVED AS TO FORM:

Donna Mooney, City Attorney

EXHIBIT A
Subdivision Map

SUBDIVISION 5810
BAY HARBOR PARK

BEING A SUBDIVISION OF A
PORTION OF BLOCKS 8, 9, 10, 11, 12, 13, 14, 15, 16
AND ALL OF BLOCKS 7, 8, 17, 18, 19
OF THE OFFICIAL MAP OF THE
CITY OF PITTSBURG
CONTRA COSTA COUNTY, CALIFORNIA
SCALE: 1" = 80' FEBRUARY 1981
BRIAN KANGAS FOLK & ASSOCIATES
PLEASANT HILL, CALIFORNIA



**LEASE AGREEMENT BY AND BETWEEN
CITY OF PITTSBURG AND BAY HARBOR PARK HOMEOWNERS
ASSOCIATION**

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- B. WHEREAS, Lessee desires to lease from Lessor, and Lessor desire to lease to Lessee, the western portion of Parcel B, at the corner of Marina Blvd. and 3rd Street .

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- 3. Lease Fee. \$1 per month.
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- 6. Condition of Premises. As of the Effective Date, Lessor represents and warrants that Premises are in a clean and sanitary condition and, to Lessor's knowledge, no hazardous materials as such are defined in federal and state law are

present in, on, or within the Premises and the Premises are safe and fit for the permitted uses.

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Attn: Tony Friday

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65 Civic Avenue
Pittsburg CA 94565

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10. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
11. Controlling Law Venue. This Lease Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in Contra Costa County Superior Court.
12. Amendments. This Lease Agreement may be modified or amended

only by a written document executed by both Lessor and Lessee and approved as to form by the City Attorney.

13. Severability. If any term or portion of this Lease Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease Agreement shall continue in full force and effect.
14. Entire Agreement. This Lease Agreement constitutes the complete and exclusive statement of Agreement between Lessor and Lessee. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Lease Agreement.
15. Execution. This Lease Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Lease Agreement, it shall not be necessary to produce or account for more than one such counterpart.
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IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first written above.

LESSOR
Bay Harbor Park HOA
a California nonprofit mutual
benefit corporation

By: 

LESSEE
City of Pittsburg, a municipal corporation

By: _____
Garrett Evans, City Manager

APPROVED AS TO FORM:

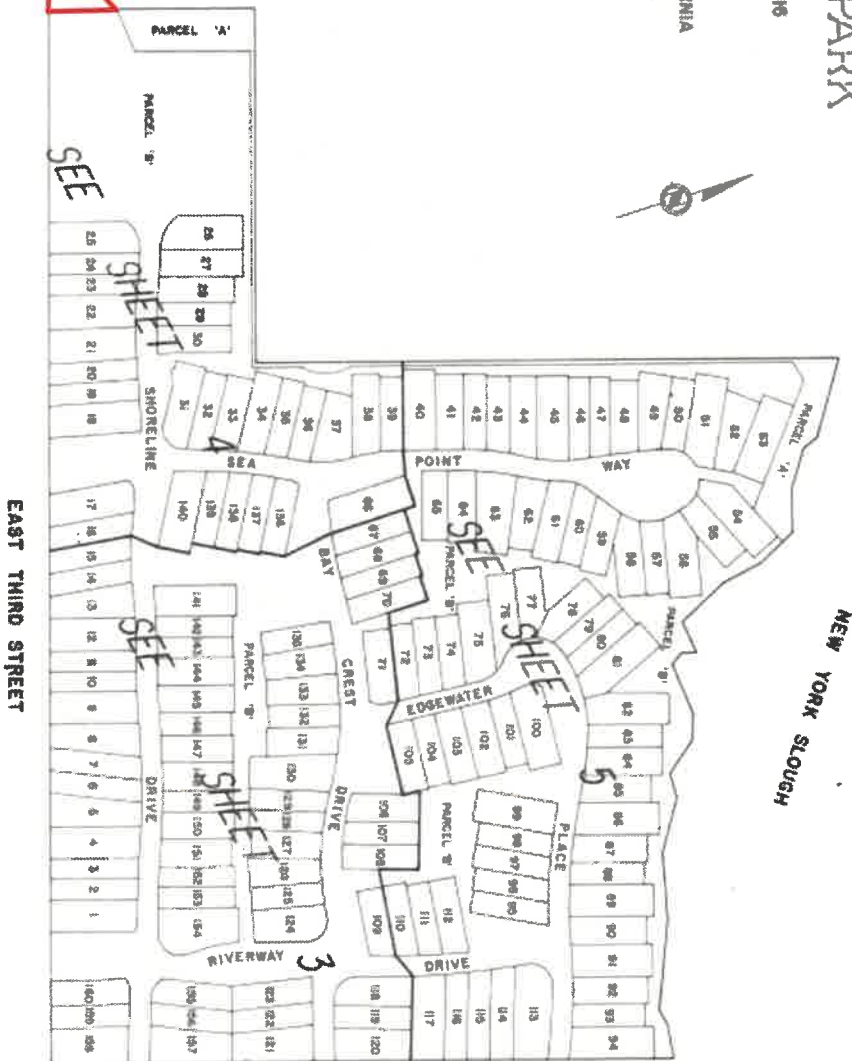
Donna Mooney, City Attorney

EXHIBIT A
Subdivision Map

SUBDIVISION 5810
BAY HARBOR PARK

BEING A SUBDIVISION OF A
PORTION OF BLOCKS B, G, H, I, J, K, L
AND ALL OF BLOCKS 7, 8, 17, 18
OF THE OFFICIAL MAP OF THE
CITY OF PITTSBURG
CONTRA COSTA COUNTY, CALIFORNIA
SCALE: 1"=80' FEBRUARY 1981
BRIAN KANGAS FOLK & ASSOCIATES
PLEASANT HILL, CALIFORNIA

Leased Premises



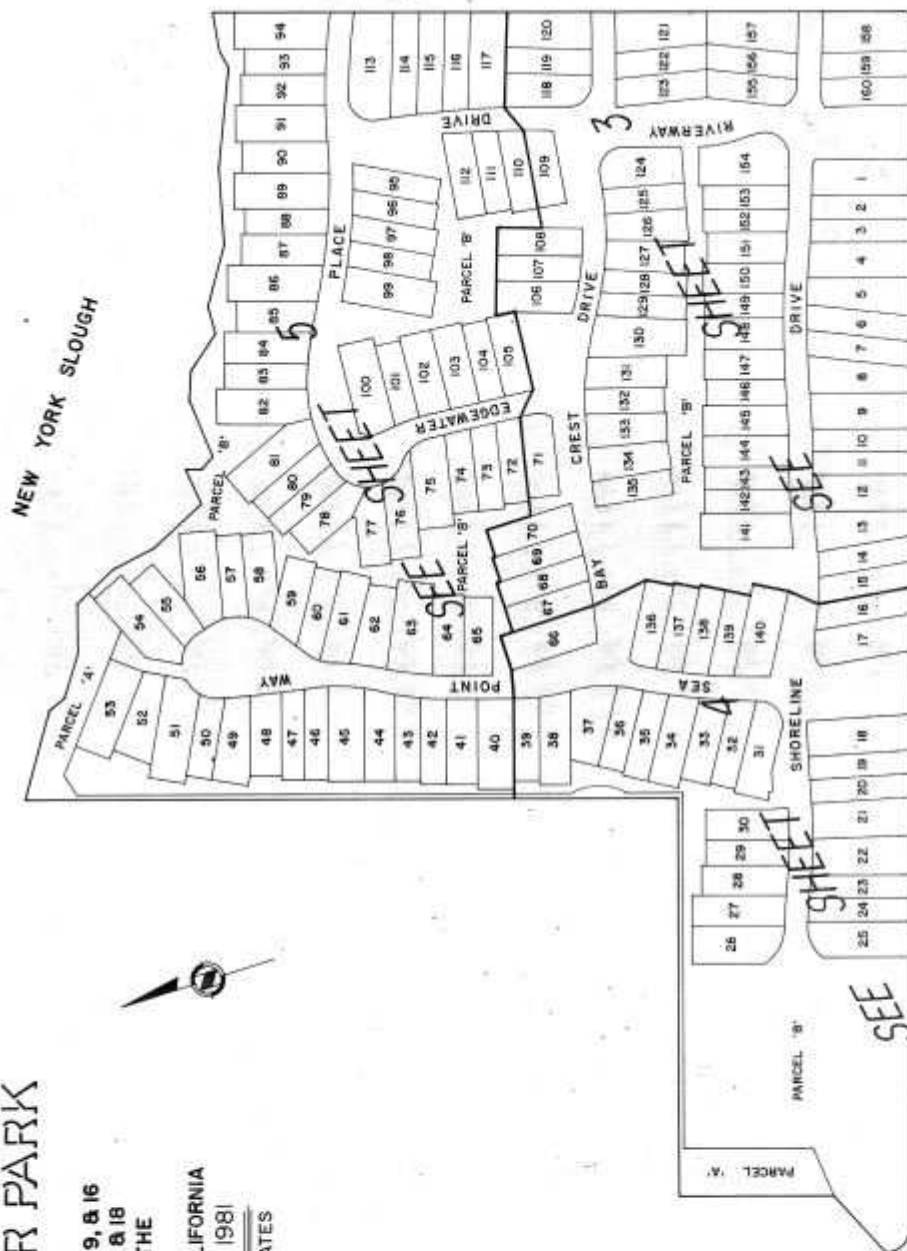
SHEET 2 OF 5

SUBDIVISION 5810

BAY HARBOR PARK

BEING A SUBDIVISION OF A
PORTION OF BLOCKS B, G, H, 9, & 16
AND ALL OF BLOCKS 7, 8, 17, & 18
OF THE OFFICIAL MAP OF THE
CITY OF PITTSBURG
CONTRA COSTA COUNTY, CALIFORNIA
SCALE: 1"=80' FEBRUARY 1981

BRIAN KANGAS FOULK & ASSOCIATES
PLEASANT HILL, CALIFORNIA





**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 Project 3123—Oak Hills Park Restroom as Complete and Authorize the City Engineer to File a Notice of Completion

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

Project 3123—Oak Hills Park Restroom (the “Project”) included installing a pre-manufactured self-cleaning restroom at Oak Hills Park which, prior to this project, did not have an existing bathroom. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

The Project was funded with \$600,000 from the Park Dedication Fund (Resolution Nos. 20-13859 & 22-14125) for a total approved budget of \$600,000.

After payment of all expenditures for design, construction, release of retention, and project close out, the total anticipated expenditures for the Project are \$390,000.

An estimated Project Budget Summary is attached to this staff report.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the Project as complete and authorize the City Engineer to execute a Notice of Completion.

BACKGROUND

On December 21, 2020, the City Council adopted Resolution No. 20-13859 approving Addendum One for the Five-Year Capital Improvement Program for Fiscal Years 2019/20 through 2023/24 allocating \$500,000 from the PDF (Fund 304).

On July 18, 2022, the City Council adopted Resolution No. 22-14125 approving the Five-Year Capital Improvement Program for Fiscal Years 2022/23 through 2026/27 allocating \$100,000 from the PDF (Fund 304).

On December 15, 2022, the project was advertised for construction.

On January 12, 2023, bids for construction of the Project opened, and Kerex Engineering, Inc. was the lowest most qualified bidder with a base bid in the amount of \$96,400.

On February 6, 2023, the City Council adopted Resolution No. 23-14241 awarding a construction contract to Kerex Engineering, Inc. in the amount of \$96,400.

On June 30, 2023, the contractor reached substantial completion of the Project, and the one-year warranty period began.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The Project installed a self-cleaning restroom that will enhance residents experience while visiting the park.

During construction, there was a total of one contract change order issued in the amount of \$19,989.80.

ATTACHMENTS: Resolution
 Budget Summary
 Notice of Completion

Report Prepared by: Gabriel Piña, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Project 3123—Oak Hills Park)
Restroom as Complete and Authorizing)
the City Engineer to File a Notice of)
Completion)

RESOLUTION NO. 23-

WHEREAS, the Project installed a new self-cleaning restroom at Oak Hills Park;
and

WHEREAS, on December 21, 2020, the City Council adopted Resolution No. 20-13859 approving Addendum One for the Five-Year Capital Improvement Program for Fiscal Years 2019/20 through 2023/24 allocating \$500,000 from the Park Dedication Fund (Fund 304) to Project 3123—Oak Hills Park Restroom (the “Project”); and

WHEREAS, on July 18, 2022, the City Council adopted Resolution No. 22-14125 approving the Five-Year Capital Improvement Program for Fiscal Years 2022/23 through 2026/27 allocating \$100,000 from the PDF (Fund 304) to the Project; and

WHEREAS, on December 15, 2022, the project was advertised for construction;
and

WHEREAS, on January 12, 2023, bids for construction of the Project opened, and Kerex Engineering, Inc. was the lowest most qualified bidder with a base bid in the amount of \$96,400; and

WHEREAS, on February 6, 2023, the City Council adopted Resolution No. 23-14241 accepting the plans and specifications and awarding a construction contract to Kerex Engineering, Inc. in the amount of \$96,400; and

WHEREAS, there was one contract change order in the amount of \$19,989.80 for a total contract amount of \$116,389.80; and

WHEREAS, on June 30, 2023, the contractor reached substantial completion and the one-year warranty period began; and

WHEREAS, the total anticipated expenditures for the Project including design, construction, and staff costs are \$390,000, and the estimated remaining balance will be returned to the funding source for use on future projects; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pittsburg hereby accepts the Project as complete and authorizes the City Engineer to execute a Notice of Completion and file said document with the Office of the Recorder of the County of Contra Costa, State of California, within 10 days from the date hereof.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 18th day of September 2023 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST BY:

Shanelle Scales-Preston, Mayor

Alice E. Evenson, City Clerk

Budget Summary
Project 3123-Oak Hills Park Restroom

Project Funding:

PDF Fund (2020 Allocation)	\$500,000
PDF Fund (2022 Allocation)	\$100,000
Funding Total	\$600,000

Project Expenditures:

Design:

(Code 2122)	Design	\$32,000
	Subtotal	\$32,000

Miscellaneous:

(Code 1399)	Advertising	\$2,000
	Subtotal	\$2,000

Construction:

(Code 2281)	Construction	\$310,000
	Subtotal	\$310,000

Staff Time:

(Code 1101)	Staff Costs	\$23,000
	Subtotal	\$23,000

Admin:

(Code 2372)	Administrative Overhead Costs	\$23,000
	Subtotal	\$23,000

Estimated Total Expenditures \$390,000

Recording Requested By:
The City of Pittsburg

When Recorded Mail To:
Gabriel Piña, Associate Engineer
65 Civic Avenue
Pittsburg, CA 94565

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE § 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION
Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the agent of the owner of the Project described below.
2. Owner's full name is The City of Pittsburg ("City")
3. City's address is 65 Civic Ave, Pittsburg, CA 94565
4. The nature of City's interest in the Project is:
 X Fee Ownership Lessee Other: _____
5. Construction work on the Project performed on City's behalf is generally described as follows: installation of a new Exeloo restroom at Oak Hills Park in Pittsburg, CA.
6. The name of the original Contractor for the Project is: Kerex Engineering, Inc. located at 4941 Pacheco Blvd., Martinez, CA.
7. The Project was accepted as complete on: September 18, 2023.
8. The Project is located at: Oak Hills Park in Pittsburg, CA.

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

Date and Place

Signature

Name and Title

*EXEMPT FROM NOTARY ACKNOWLEDGMENT REQUIREMENTS PER
GOVERNMENT CODE § 27287 AND CIVIL CODE § 9208*



**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 the Plans and Specifications and Awarding Project 3019—Reviving the Heart of Pittsburg Pride

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

This project is for the construction of a new pocket park, streetscape, and signage at several locations along Railroad Avenue from 17th Street to 8th Street. If adopted, this resolution will accept the project plans and specifications and authorize the City Manager to award a construction contract to CWS Construction Group, Inc.

FISCAL IMPACT

The proposal from CWS Construction Group, Inc. is \$2,637,314. Funding for construction will be provided by the \$2,891,962 Clean California Local Grant (Resolution No. 22-14105), \$388,000 of American Rescue Plan Act Funds (Resolution No. 23-14313) and \$62,000 of General Fund Surplus Funds (Resolution No. 23-14313) as previously allocated to the project.

The project budget does not include any money for Administrative Overhead because the grant has specific language stating that Administrative Overhead is not a reimbursable expense.

The Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached resolution to accept the plans and specifications and authorize the City Manager to execute a construction contract for Project 3019 with CWS Construction Group, Inc. for a total amount of \$2,637,314.

Staff recommends that the City Council allocate a construction contingency of \$172,085 for any unanticipated costs and contract change orders.

Staff further recommends that the City Engineer be authorized to approve contract change orders in an amount not to exceed 50% of the construction contingency and the City Manager be authorized to approve change orders in an amount not to exceed the approved project budget.

BACKGROUND

On June 6, 2022, the City Council adopted Resolution No. 22-14105 accepting the \$2,891,962 Clean California Grant for the design and construction of the Project.

On June 5, 2023, the City Council adopted Resolution No. 23-14313 allocating \$388,000 from ARPA funds and \$62,000 from General Fund Surplus funds to the Project.

On July 7, 2023, staff advertised the project for bids.

On Monday, July 31, 2023, construction bids were due to the City, no bids were received. The City then reached out to multiple contractors to submit proposals for the construction of the Project.

On Tuesday August 29, 2023, the City reached an agreement with CWS Construction Group, Inc. to construct the project with a revised scope. The revisions removed the installation of a precast wall, landscaping work, and earthwork. The total cost that CWS Construction Group, Inc. and the City agreed upon for the construction of the project with the updated scope is \$2,637,314.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Railroad Avenue is a very popular corridor in the City of Pittsburg, supplying a gateway to the downtown area. This Project will beautify this frequented road to provide a more aesthetically pleasing experience for people while visiting our prominent downtown area. The last time Railroad Avenue north of Highway 4 approaching downtown received a substantial investment was over 35 years ago.

ATTACHMENTS: Budget Summary
 Resolution
 Contract

Report Prepared By: Gabriel Piña, Associate Engineer

Budget Summary
Project 3019 — Reviving the Heart of Pittsburgh Pride

Project Funding

Clean CA Local Grant	\$2,891,962
American Rescue Plan Act	\$388,000
General Fund Surplus	\$62,000
Funding Total	\$3,341,962

Project Expenditures:

Design: (Code 2122)	Design Consultant	\$486,563
	Subtotal	\$486,563

Miscellaneous: (Code 1399)	Advertising	\$1,000
	Subtotal	\$1,000

Construction: (Code 2281)	Construction	\$2,637,314
	Material Testing	\$15,000
	Construction Contingency	\$172,085
	Subtotal	\$2,824,399

Staff Time: (Code 1101)	Staff Costs	\$30,000
	Subtotal	\$30,000

Admin: (Code 2372)	Overhead Costs	\$0
	Subtotal	\$0

Estimated Total Expenditures \$3,341,962

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Accepting the Plans and Specifications)
and Awarding Project 3019 Reviving the)
Heart of Pittsburgh Pride)

RESOLUTION NO. 23-

WHEREAS, Project 3019—Reviving the Heart of Pittsburgh Pride (the “Project”) will install a new pocket park, streetscape, and signage at several locations along Railroad Avenue from 17th Street to 8th Street; and

WHEREAS, on June 6, 2022, the City Council adopted Resolution No. 22-14105 accepting the Clean California Grant allocating \$2,891,962 to the Project; and

WHEREAS, on June 5, 2023, the City Council adopted Resolution No. 23-14313 allocating \$388,000 from American Rescue Plan Act (ARPA) Fund and \$62,000 from the General Fund Surplus Fund to the Project; and

WHEREAS, on July 7, 2023, staff advertised the Project for bids; and

WHEREAS, on July 31, 2023, Project construction bids were due, no bids were received; and

WHEREAS, on August 29, 2023, the City reached an agreement with CWS Construction Group, Inc. to construct Project 3019 with a revised scope; and

WHEREAS, staff recommends that the City Council accept the plans and specifications; and

WHEREAS, staff recommends that the City Manager be authorized to execute an agreement with CWS Construction Group, Inc. in an amount not to exceed \$2,637,314 for the Project construction; and

WHEREAS, staff further recommends establishing a construction contingency in the amount of \$172,085 for unanticipated costs and contract change orders; and

WHEREAS, staff recommends that the City Engineer or his designee be authorized to approve contract change orders for a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for a total amount not to exceed the approved project budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pittsburgh hereby accepts the plans and specifications, authorizes the City Manager to execute a construction contract with CWS Construction Group, Inc., authorizes a construction contingency in the amount of \$172,085, authorizes the City Engineer or his designee to approve contract change orders for this Project for a total amount not to exceed 50% of the contingency, and authorizes the City Manager to approve change orders for an amount not to exceed the approved project budget.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 18th day of September 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Contract

This public works contract ("Contract") is entered into by and between City of Pittsburgh ("City") and **CWS Construction Group, Inc.** ("Contractor"), for work on the Reviving the Heart of Pittsburgh Pride ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On **September 18, 2023**, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed; and
 - 2.13 Notice of Completion
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor **\$2,637,314** ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 250 calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated

damages in the amount of \$2,959 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 DIR Registration. City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

Engineering Division
65 Civic Avenue
Pittsburg CA. 94565
Attn: Gabriel Piña, Associate Engineer
Gpina@pittsburgca.gov

Contractor:

Name: CWS Construction Group Inc
Address: 1301 Grant Ave, Suite B
City/State/Zip: Novato, CA 94945
Phone: 415-599-6545
Attn: Charlie Slack
Email: Charliejr.cws@gmail.com
Copy to: cslacksr@gmail.com

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Contra Costa County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Contra Costa County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Name, Title

Name, Title

Date: _____

Date: _____

Attest:

s/ _____

Name, Title

Date: _____

CONTRACTOR: CWS Construction Group Inc
Business Name

s/  _____

Seal:

Charlie Slack Jr, Secretary
Name, Title

Date: 9/5/23

Second Signature (See Section 12.8):

s/  _____

Charlie Slack, president
Name, Title

Date: 9/5/23

811153, A,B 4/30/25
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

City of Pittsburg ("City") and **CWS Construction Group, Inc.** ("Contractor") have entered into a contract for work on the Reviving the Heart of Pittsburg Pride ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ _____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____
6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Contra Costa County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____, 20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PAYMENT BOND

Performance Bond

The City of Pittsburgh ("City") and **CWS Construction Group, Inc.** ("Contractor") have entered into a contract for work on the Reviving the Heart of Pittsburgh Pride ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$ _____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Contra Costa County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PERFORMANCE BOND



**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 FEMA Hazard Mitigation Grant Funds for Project 8336, Americana Park Bypass Channel

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

The City has been awarded a grant in the amount of \$374,879 for Project 8336 - Americana Park Bypass Channel Project (the "Project"). If approved, the resolution will authorize the allocation of the grant funds for a total approved project budget of \$1,276,678.

FISCAL IMPACT

Under FEMA grant guidelines, the \$374,879 Hazard Mitigation Grant requires local matching funds in the amount of \$124,959. These funds have been allocated from Infrastructure Repair and Replacement (Fund 310), Water Operations (Fund 501), and Highway Users Tax Account (HUTA, Fund 302) to meet the local matching requirement.

RECOMMENDATION

City Council adopt the attached resolution accepting the \$374,879 FEMA Hazard Mitigation Grant.

BACKGROUND

On June 2, 2008, the City Council and Redevelopment Agency adopted Resolutions No. 08-11021 and No. 08-1287, respectively, allocating \$200,000 to the Project.

On December 19, 2011, the City Council adopted Resolution No. 11-11745, approving the allocation of funds to the California Theater Project and a special reserve fund to pay the City's enforceable obligation to the State of California and cover future budget shortfalls. This Resolution reduced the Project budget by \$80,000 resulting in a Project budget of \$120,000.

March 17, 2014, City Council adopted Resolution No.14-12100 approving the allocation of \$580,000 from Infrastructure Repair and Replacement (Fund 310) to the Project.

October 16, 2017, City Council adopted Resolution No. 17-13385 authorizing staff to apply for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP).

September 26, 2022, FEMA awarded the City the HGMP funds in the amount of \$374,879 for the Project.

June 15, 2023, City Council Resolution adopted Resolution No. 23-14318, approving the five-year Capital Improvement Program, allocating \$101,800 from HUTA (Fund 203) and \$100,000 from Water Operation (Fund 501).

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The 2.2 acre park located adjacent to the PG&E transmission line corridor and south of North Parkside Drive has experienced frequent flooding. The Project will improve the storm drainage challenges along North Parkside Drive adjacent to Americana Park. Redirecting the storm water away from Americana Park will benefit the Pittsburg community.

ATTACHMENTS: Resolution
 Budget Summary

Report Prepared By: Khristin Labao, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Federal Emergency	)	RESOLUTION NO. 23-
Management Agency Hazard	)	
Mitigation Grant for Project 8336 –	)	
<u>Americana Park Bypass Channel</u>	)	

WHEREAS, Project 8336 – Americana Park Bypass Channel Project (the “Project”) is for constructing storm drainage improvements throughout the northern part of the City; and

WHEREAS, on June 2, 2008, the City Council and Redevelopment Agency adopted Resolutions No. 08-11021 and No. 08-1287, respectively, amending the Redevelopment Agency list of project, allocations, and funding sources. These resolutions allocated \$200,000 to the Project; and

WHEREAS, staff has identified the frequent flooding of North Parkside Drive adjacent to Americana Park as a storm drainage problem to be remedied with the Project; and

WHEREAS, on December 19, 2011, the City Council adopted Resolution No. 11-11745, allocating funds to the California Theater Project and a special reserve fund to pay the City’s enforceable obligation to the State of California and cover future budget shortfalls. This Resolution reduced the Project budget by \$80,000 resulting in a Project budget of \$120,000; and

WHEREAS, on March 17, 2014, City Council adopted Resolution No. 14-12100 approving the allocation of \$580,000 from Infrastructure Repair and Replacement (Fund 310) to the Project; and

WHEREAS, on October 16, 2017, City Council adopted Resolution No. 17-13385 authorizing staff to apply for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP); and

WHEREAS, on September 26, 2022, FEMA awarded the City the HGMP funds in the amount of \$374,879 for the Project; and

WHEREAS, on June 15, 2023, City Council adopted Resolution 23-14318, approving the Five-Year Capital Improvement Program for fiscal years 2023/24 through 2027/28, allocating \$101,800 from HUTA (Fund 203) and \$100,000 from Water Operation (Fund 501); and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts the FEMA Hazard Mitigation Grant in the amount of \$374,879 for Project 8336.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th of September 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Contract 2009-01, Americana Park Bypass Channel
Project 8336

Project Funding:

Tsfrs-In from (5938)	\$89,127
Tsfr-In from (5940)	\$30,872
Federal Emergency Management Agency (FEMA) Hazard	\$374,879
New Allocation from Infrastructure Repair and Replacement Fund	\$580,000
Water Operations Fund (501)	\$100,000
HUTA (Fund 203)	\$101,800
Funding Total	\$1,276,678

Project Expenditures:

Design:	Consultant Design	\$50,330
(Code 2122)	Permitting (USACE, USDFW, HCP, etc.)	\$45,000
	Consultant Design Amendments 1-6	\$221,800
	Subtotal	\$317,130

Miscellaneous:	Advertising	\$2,300
(Code 1399)		\$9,600
	Subtotal	\$11,900

Construction:	Construction	\$597,419
(Code 2281)	Construction Contingency (10%)	\$59,742
	Construction Monitoring Fee	\$126,830
	East Contra Costa HCP Impact Fees	\$14,442
	Material Testing	\$4,498
	Subtotal	\$802,931

Staff Time:	Staff Design	\$10,000
(Code 1101)	Staff Construction Management	\$21,000
	Subtotal	\$31,000

Admin:	Staff Design	\$10,000
(Code 2372)	Staff Construction Management	\$21,000
	Subtotal	\$31,000

Expenditures from Previous Storm Drain Projects (Construction Total)	\$ 82,717
Expenditures Total	\$1,276,678



**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 the Proposition 68 Per Capita Grant Fund and Urban Counties Grant for Project 3040-Buchanan Park Pond Loop Replacement.

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

The State of California Department of Parks has awarded Per Capita Grant funds to Project 3040 - Buchanan Park Pond Loop Replacement (the "Project"). If adopted, this resolution will accept the grant funds and allocate \$222,288 to the Project.

FISCAL IMPACT

The total project budget is \$222,288. The City is not required to allocate any matching funds for this grant.

The Project Budget Summary is attached.

RECOMMENDATION

City Council adopt the attached resolution accepting \$222,288 from the California Department of Parks and Recreation's Proposition 68 Per Capita Grant.

BACKGROUND

On June 5, 2018, California voters approved Proposition 68, to create the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018.

On October 4, 2021, the City Council authorized the filing of a project application of the Per Capita Grant, Resolution No. 21-13999.

On April 5, 2022, the City of Pittsburg was awarded \$222,288 from the Capita Grant.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee

STAFF ANALYSIS

The Per Capita Grant awards to cities, counties, and special districts to support recreation capital projects at recreation facilities. The amount of the award is based on the recipients' population, and median household income. Based on this criteria, the City was eligible to receive \$222,288 to rehabilitate existing infrastructure or construct new facilities.

Buchanan Park was selected as a recipient for the grant funds due to the pivotal role it plays as one of the City's most active parks. The existing path around the pond has deteriorated with significant damage from the tree roots and the nearby pond. Addressing this issue will increase the safety of park visitors and assist in preserving the park's status.

The Project includes the replacement of sections of the current pond-side walkway and installation of slope protection to stabilize the path and prevent erosion.

ATTACHMENTS: Resolution
 Budget Summary

Report Prepared By: Alex Ruiz, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Proposition 68 Per Capita)
and Urban Counties Grant Fund for)
Project 3040 – Buchanan Park Pond)
Loop Replacement)

RESOLUTION NO. 23-

WHEREAS, Project 3040-Buchanan Park Pond Loop Replacement (the “Project”), includes the replacement of portions of the existing walkway around the pond and slope protection to stabilize the walkway; and

WHEREAS, on October 4, 2021, City Council adopted Resolution No. 21-13999 authorizing an application to the Proposition 68 Per Capita Grant; and

WHEREAS, on April 5, 2022, the City was awarded Proposition 68 Per Capita Grant funds in the amount of \$222,288; and

WHEREAS, the State of Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s); and,

WHEREAS, the City certifies that the project proposed will be consistent with the park and recreation element of the City of Pittsburg General Plan (PRC §80063(a)); and,

WHEREAS, the City certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and

WHEREAS, the City certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and,

WHEREAS, the City agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and,

WHEREAS, there is no legal impediment to the City making applications for or being granted the funds, and there is no pending or threatened litigation that might in any way adversely affect the Project or the ability of the City to deliver such project; and,

WHEREAS, staff recommends the Per Capita Grant Funds in the amount of \$222,288 be allocated to Project 3040.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts the Proposition 68 Per Capita grant award in the amount of \$222,288.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 18th day of September, 2023 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Budget Summary
Project 3040 Buchanan Park Pond Loop Project

Funding:	Per Capita Grant (18-07-030)	\$177,952
	Urban Counties Grant (18-07-031)	\$44,336
Funding Total		\$222,288
Expenditures:		
Salaries & Wages (Code 1101)	Staff Oversight - Project Management	\$15,000
Administrative Overhead (Code 2372)	Staff Oversight - Project Management	\$15,000
Construction (Code 2188)	Construction	\$192,288
Estimated Total Expenditures		\$222,288



**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 a Federal Earmark and Authorizing Matching Funds for Design and Construction of the Pittsburg Center Smart Pilot Project

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

On March 10 ,2022, Congressman Mark DeSaulnier announced that he secured \$9,061,000 for community projects throughout Contra Costa County. The funding was allotted to help fund ten (10) projects. One of the projects selected included the Pittsburg Center Smart Pilot Project (the "Project").

FISCAL IMPACT

The City anticipates a Federal Earmark of \$1,200,000 for the Project. The minimum local match is 11.47 % (\$137,640). Matching funds were originally allocated for fiscal year 2024/2025, however staff is requesting that the funds be appropriated for fiscal year 2023/2024.

RECOMMENDATION

City Council adopt the attached resolution accepting the Federal Earmark, commit to an allocation of local matching funds, and state assurance to complete the Project.

BACKGROUND

Congress provided member-directed federal funding to a select number of community projects through the appropriation process. Each house member was allowed to submit 10 project requests on behalf of their Congressional District to the Appropriations Committee.

On April 28, 2021, Congressman Mark DeSaulnier requested funding for the Pittsburg Center Smart City Pilot in Fiscal Year 2022.

On March 10, 2022, Congressman Mark DeSaulnier announced he secured \$9 million for projects throughout the Contra Costa County in an appropriation minibuss, which passes the U.S House of Representatives by a vote of 219-to-208.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Project includes the implementation of Smart City technologies by outfitting the ¼ mile transportation grid surround the Pittsburg Center BART station with connected technologies. These technologies can encompass adaptive streetlights, digital/static wayfinding signage, bicycle detection, and connected traffic signals. By creating a safer environment surrounding the Pittsburg Center BART station; transit, bicycling and walking are encouraged.

The 11.47% matching funds will be from Fund 203, HUTA Gas Tax funds. The total funds allocated will cover the cost of design and construction.

ATTACHMENTS: Resolution
Congressman Mark Desaulnier Letter
Allocation Letter

Report Prepared By: Julissa Rico Ruiz, Consultant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting a Federal Earmark and Authorizing)
Matching Funds for Design and Construction)
of the Pittsburg Center Smart City Pilot Project)

RESOLUTION NO. 23-

WHEREAS, the City has been awarded a Federal Earmark by Congressman Mark DeSaulnier in the amount of \$1,200,000 for the construction and design of the Pittsburg Center Smart Pilot Project (the "Project"); and

WHEREAS, the Project will implement smart city technologies by outfitting ¼ mile transportation grid surrounding the Pittsburg Center BART Station with connected technologies; and

WHEREAS, the federal Earmark requires matching funds from the City in the amount of \$137,640.

NOW, THEREFORE, IT BE RESOLVED that the City Council of the City of Pittsburg hereby accepts the Federal Earmark in the amount of \$1,200,000, and authorizes allocation of \$137,460 from the HUTA Gas Tax (Fund 203) as the matching funds for the design and construction of the Project.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of September 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

MARK DESAULNIER
11TH DISTRICT, CALIFORNIA

COMMITTEE ON EDUCATION
AND LABOR

COMMITTEE ON TRANSPORTATION
AND INFRASTRUCTURE

COMMITTEE ON OVERSIGHT
AND REFORM

COMMITTEE ON RULES

Congress of the United States
House of Representatives
Washington, DC 20515

503 CANNON HOUSE OFFICE BUILDING
PHONE: (202) 225-2095
FAX: (202) 225-5609

3100 OAK ROAD, SUITE 110
WALNUT CREEK, CA 94597
PHONE: (925) 933-2660
FAX: (925) 933-2677

440 CIVIC CENTER PLAZA, 2ND FLOOR
RICHMOND, CA 94804
PHONE: (510) 620-1000
FAX: (510) 620-1005

April 28, 2021

The Honorable Rosa DeLauro
Chairwoman
House Committee on Appropriations
H-307 The Capitol
Washington, DC 20515

The Honorable Kay Granger
Ranking Member
House Committee on Appropriations
1036 Longworth House Office Building
Washington, DC 20515

Dear Chair DeLauro and Ranking Member Granger:

I am requesting funding for the **Pittsburg Center Smart City Pilot** in Fiscal Year 2022.

The entity to receive funding for this project is the **City of Pittsburg** located at 65 Civic Drive, Pittsburg, California 94565.

The funding would be used to implement Smart City technologies by outfitting the ¼ mile transportation grid surrounding the Pittsburg Center BART station with connected technologies such as adaptive street lights, connected traffic signals, and digital and static wayfinding signage. These upgrades will help encourage transit use, encourage walking and bicycling by creating safer and more complete streets, alleviate traffic, and attract local business.

I certify that neither I nor my immediate family has any financial interest in this project.

Sincerely,



Mark DeSaulnier
Member of Congress



U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

Subject: **ACTION:** Allocation of Highway Infrastructure
Programs Projects designated in Division L of the
Consolidated Appropriations Act, 2023
[CFDA No. 20.205]

Date: March 21, 2023

In Reply
Refer to: HISM-40

From: Peter J. Stephanos
Director, Office of Stewardship, Oversight,
and Management

PETER JOHN
STEPHANOS

Digitally signed by PETER JOHN
STEPHANOS
Date: 2023.03.21 14:06:25 -04'00'

To: Brian R. Bezio
Chief Financial Officer

Division Administrators

The Consolidated Appropriations Act, 2023 (Public Law 117-328) appropriates a total of \$3,417,811,613 for Highway Infrastructure Programs (HIP) from the General Fund of the Treasury for fiscal year (FY) 2023. Of such amount, \$1,862,811,613 is set aside for “Community Project Funding / Congressionally Directed Spending.” The project descriptions for the 562 projects can be found in the “Community Project Funding / Congressionally Directed Spending” table in the Joint Explanatory Statement incorporated by reference in Division L of the Consolidated Appropriations Act, 2023, and are also included in the attachment to this memo. With this memorandum, FHWA is allocating \$1,851,971,613 for 557 projects to State departments of transportation (DOTs). The Office of Federal Lands Highway (FLH) will distribute funding for five tribal community projects totaling \$10,840,000. These funds are in addition to any other funds, including contract authority, provided in FY 2023. This funding is not subject to any obligation limitation that applies to Federal-aid contract authority.

With this memorandum, we are requesting the Budget Execution Team in the Office of Budget to allocate in the Fiscal Management Information System (FMIS) **\$1,851,971,613** for **557** projects to the States, as indicated in the attachment to this memorandum (**FMIS program code Y926; DELPHI fund value 1530569B50.**)

These funds remain available for obligation through September 30, 2026. Any such amounts not obligated on or before September 30, 2026, shall expire. Once the period for obligation

has expired, these funds will only remain available for adjusting and liquidating obligations as authorized in accordance with title 31, United States Code (U.S.C.), section 1553. Obligated earmark balances are available for expenses properly charged to the account and incurred until September 30, 2031. After that date, any unexpended balances shall be cancelled in accordance with 31 U.S.C. 1552 and shall no longer be available for obligation or expenditure.

Demo IDs have been assigned for each project to properly track these funds to ensure that they are only obligated and expended for the specific project for which they were designated. Each project has been assigned a unique Demo ID that links the funding to the specific project description as listed in the Joint Explanatory Statement accompanying the Consolidated Appropriations Act, 2023. Since the project description defines the scope of work on which the funds may be legally expended, the funding for the project can only be utilized for the activities within the scope and physical limits of the project as defined by the project description. The Demo IDs under which these funds are being distributed are also included in the attachment to this memorandum.

Except as otherwise provided, these funds are to be administered as if apportioned under chapter 1 of title 23, U.S.C.¹ Therefore, these projects are to be administered as title 23 projects in accordance with the applicable statutory and regulatory provisions contained in title 23, U.S.C. and Code of Federal Regulations (CFR), as well as other applicable Federal requirements, such as the National Environmental Policy Act (42 U.S.C. 4321, et seq.) and the Disadvantaged Business Enterprise Program. The State, through its DOT in accordance with 23 U.S.C. 302, is the direct recipient of funds allocated by this memorandum and is responsible for administration of these funds. If the State DOT acts as a pass-through entity of Federal assistance, the State DOT maintains the passthrough responsibilities specified in 2 CFR 200.332 and 23 U.S.C. 106(g)(4).

The maximum Federal share for these State projects is governed by 23 U.S.C. 120, as amended. It is generally 80 percent (See 23 U.S.C. 120(b)). The maximum Federal share for projects on the Interstate System is 90 percent unless the project adds lanes that are not high-occupancy-vehicle or auxiliary lanes (See 23 U.S.C. 120(a)). For projects that add single occupancy vehicle capacity, that portion of the project will revert to the 80 percent level. An upward sliding scale adjustment is available to States having public lands ([Sliding Scale Rates In Public Land States](#)). States may use a lower Federal share on Federal-aid projects as provided in 23 U.S.C. 120(h). These funds may not be used as the non-Federal match for other Federal programs unless there is specific statutory authority (2 CFR 200.306(b)(5)). The Consolidated Appropriations Act, 2023, does not provide authority for use of these funds as a non-Federal match for other Federal programs, including Federal-aid programs under title 23, U.S.C.

Generally, Project Agreements should not be modified to replace one Federal fund category with another unless specifically authorized by statute (23 CFR 630.110(a)). For additional information on earmarked funds, see [Q&As on Obligation of Earmarked Funds for Federal-Aid Projects](#).

¹ Tribal projects funded from these amounts are to be administered as if allocated under chapter 2 of title 23, U.S.C.

Earmarked funds shall not participate in costs incurred prior to the date of project agreement (23 CFR 630.106(b)).

By copy of this memorandum, we request that the Budget Execution Team (HCFB-12) in the Office of Budget:

- 1) enter the Demo IDs identified in the attached table, and
- 2) process these allocations.

If there are any questions, please contact Tony DeSimone at 317-226-5307 or by email at Anthony.DeSimone@dot.gov.

Attachment



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Execution of the Contract for Investment Advisory Services to Chandler Asset Management

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

Renewal of Chandler Asset Management (CAM) Investment Advisor Service contract until June 30, 2028.

FISCAL IMPACT

There will be no change to the current fee structure.

RECOMMENDATION

Staff recommends that the City Council retain the services of CAM for Investment Advisory Services until June 30, 2028.

BACKGROUND

The City has been using CAM to assist the City to invest funds in accordance with the City's Investment Policy since July 1, 2018. The current contract expired June 30, 2023, and was renewed on a month to month basis.

SUBCOMMITTEE FINDINGS

On August 18, 2023, the Finance Management Subcommittee heard a presentation from CAM on the expertise and experience of CAM for the benefit of the City as well as why CAM should continue with the contract. The Finance Management Subcommittee supported keeping CAM for the City's Investment Advisory Services.

STAFF ANALYSIS

The proposed renewing of CAM's contract will serve the purpose of enhancing services and strengthen the City's Investment Portfolio.

The overall objective of the City's Investment Policy is optimizing yields on investments while protecting the principal. The City's portfolio has been designed in a manner responsive to public trust and consistent with State law.

ATTACHMENTS: Resolution
 Contract

Report Prepared By: Laura Mendez, Finance Manager of Reporting

Report Reviewed By: Paul Rodrigues, Finance Director

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of Second)
Amendment to Consulting Services)
Agreement with Chandler Asset)
Management)

RESOLUTION NO.

WHEREAS, the City entered into a Consulting Services Agreement with Chandler Asset Management ("Chandler") for a term ending June 30 2023; and

WHEREAS, staff has determined that Chandler Asset Management has professional qualifications and work experience well suited for the City of Pittsburgh financial needs; and

WHEREAS, staff proposes an extension of the contract term for an additional five years.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the City Manager to execute the Second Amendment to the Consulting Services Agreement.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 18th day of September 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**SECOND AMENDMENT TO
CONSULTING SERVICES BETWEEN
CITY OF PITTSBURG
AND CHANDLER ASSET MANAGEMENT**

This Second Amendment to the Principal Agreement made and entered into on July 1, 2018, hereafter referred to as ("Agreement"), between Chandler Asset Management, a California Corporation, therein referred to as, ("Consultant"), and the City of Pittsburg, a municipal corporation, therein referred to as ("City"), is made and entered into on this July 1, 2023.

The Consultant and City do mutually agree as follows:

1. Term. Section 1.1 of the Agreement is hereby amended to read as follows:

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028.

2. Integration. This Second Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. This Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

3. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, the provisions of this Second Amendment shall control in all respects.

4. Ambiguities. The parties have each carefully reviewed this Second Amendment and have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be construed against either party.

5. Counterparts. This Second Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

6. Authority. The person signing this Second Amendment for the Consultant hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of the Consultant.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the day and year first hereinabove appearing.

CONSULTANT:

Chandler Asset Management

By: _____

Nicole Dragoo, President

CITY:

CITY OF PITTSBURG, a municipal
corporation of the State of California

By: _____

Garrett Evans, City Manager

ATTEST:

By: _____

Alice Evenson, City Clerk

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Resolution Authorizing the City Manager to Execute Agreement
Between the City of Pittsburg and Peregrine Technologies

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

The Police Department is seeking City Council approval of the Resolution to execute an Agreement between the City of Pittsburg and Peregrine Technologies for the renewal of Peregrine software license for a 3-year period, including training, support, and services.

FISCAL IMPACT

These systems have been developed specifically for the Police Department's needs. Peregrine Technologies is the sole developer and vendor of the proprietary Peregrine software and Mobile FI application.

The Peregrine Technologies software license cost for each of the three years shall not exceed \$100,000 annually or \$300,000 for the duration of the three-year Agreement. The Police Department has budgeted funds in its annual budget for Fiscal Year 2023/24 (110-42101-2003) and will continue to budget the annual cost each Fiscal Year through 2025/26.

RECOMMENDATION

Staff recommends City Council approve the Agreement between Peregrine Technologies and the City of Pittsburg for the Peregrine Software license annually for Fiscal Years 2023/24 through 2025/26.

BACKGROUND

Peregrine is an advanced analytic platform providing a single point of access to view and analyze large-scale data from various data sources. The software performs several critical functionalities, including data integration, search and information retrieval, advanced analytics, data management, collaboration, access control, and security. The software was developed to enhance investigatory capabilities, streamline criminal analysis, and generate intelligence products for Law Enforcement.

Over one million data records reside in the Sheriff's Department's current records management system (RMS), which houses our records. This RMS system does not integrate other data sources such as body-worn cameras, Shot Spotter, and ALPR data. Furthermore, there is currently no geographical information system (GIS) for staff to utilize that integrates into these other data streams, making internal searches and analysis of RMS data time-consuming and cumbersome. Staff currently must search multiple fields in multiple data bases for accurate analysis of crime trends, identifying priorities, and PRA and subpoena responses.

Peregrine uniquely allows network-wide collaboration that is supported by Peregrine's security model, which allows analysts, investigators, and command staff to share data and analyze products and briefs that are finished or in progress, including underlying data. Because of this security model, agencies that use Peregrine can seamlessly and securely share/exchange information.

SUBCOMMITTEE FINDINGS

This item was presented before the Public Safety Subcommittee on September 5, 2023.

STAFF ANALYSIS

The City of Pittsburg has been committed to enhancing technology within the Police Department that enables staff to provide a higher quality level of service and increased public safety. Peregrine creates a unique and extremely efficient method for turning large amounts of raw data into useful analysis products, quickly and with a significant reduction in staffing time.

Since 2019, Peregrine has been integrated into the Police Department's digital infrastructure and has become the primary data analytic resource and information center for the Police Department.

Recent changes in law and the evolving climate of police work demands have increased the burden on staff to efficiently access multiple data sets and analyze that data in a short period of time. This is true of not only sworn personnel during criminal investigations but also with professional staff fulfilling Public Records Act (PRA) and subpoena requests and general records management. The Police Department has recognized the essential need for delivering information in today's police department. This has become increasingly challenging as rapid changes in technology, and staff relying on technology services, have impacted workflow and efficiency, which creates a necessity for a data integration platform.

Peregrine software is currently used successfully by the San Pablo, Pinole, Hercules, Antioch, and Concord Police Departments.

ATTACHMENTS: Resolution
 Contract with Peregrine

Report Prepared By: Steve Albanese, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the matter of:

Authorizing Execution of an Agreement)
With Peregrine Technologies)

RESOLUTION NO. 23-

WHEREAS, the City of Pittsburgh has been committed to enhancing technology within the Police Department that enables staff to provide a higher quality level of service and increased public safety; and

WHEREAS, the Police Department is seeking City Council authorization for the City Manager to execute an Agreement between the City of Pittsburgh and Peregrine Technologies for the purchase of Peregrine software license for a 3-year period not to exceed \$100,000 per each fiscal year, including training, support and services; and

WHEREAS, Peregrine Technologies has proprietary software that is unique in addressing multiple data platforms for law enforcement and has been utilized by the Police Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the Agreement with Peregrine Technologies.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 18th day of September, 2023 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

PEREGRINE CUSTOMER ORDER FORM

Customer Information	
Customer Name: Pittsburg Police Department	Contact: Chief Steve Albanese
Address: 65 Civic Avenue, Pittsburg, CA 94565	Phone: (925) 252-4980
Email: Salbanese@pittsburgca.gov	Fax: (925) 252-4807

Peregrine Services
Effective Date: July 29 th , 2023.
Term: One year from the Effective Date: July 29 th , 2023. Thereafter, the term will automatically renew for two additional one-year periods (each, a “Renewal Term”) unless a party provides notice of nonrenewal at least 30 days before the end of the then-current term. The Initial Term together with any Renewal Terms are the “Term.”
Service Fee: Customer will pay \$100,000 on the Effective Date, \$100,000 on the commencement of the first Renewal Term (if any), and \$100,000 on the commencement of the second Renewal Term (if any). If Customer terminates this Agreement pursuant to Section 11.2 of the Terms and Conditions, Peregrine will refund the pro-rata portion of any such fee paid by Customer that is attributable to periods after the effective date of such termination.
Users: Customer may allow an unlimited number of employees of the Pittsburg Police Department to access and use the Service.
Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
Professional Services: The initial Customer Data sources that Peregrine will integrate with the Service for Customer are: Records Management System, Computer Aided Dispatch System, documents residing in Laserfiche, Gunshot database, Automated License Plate Reader database, Body Camera Video Database, Assessor database, Police Beats, AC Transit Routes, City Limits, Historical Call Detail Records, Mobile Phone GPS Data, Physical Phone Extraction Data. Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All data integration services or new functionality and corresponding fees will be set forth in an SOW. For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the “**Terms and Conditions**,” and together with this Order Form, the “**Agreement**”). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine:

By: _____

Name: Nicholas Noone

Title: President & CEO

Customer:

By: _____

Name: Steve Albanese

Title: Chief of Police

TERMS AND CONDITIONS

These Terms and Conditions govern the provision of the services described on the attached Order Form (“**Order Form**”) by Peregrine Technologies, Inc. (“**Peregrine**”) to you (“**Customer**”). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

“**CJIS Security Policy**” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

“**Criminal Justice Information Services Division**” or “**CJIS**” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

“**Customer Data**” means any of Customer’s data, information, documents or electronic files that are provided to Peregrine via the Services or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine’s integration with the Service.

“**Documentation**” means the materials supplied by Peregrine hereunder, in any media, including any and all installer’s, operator’s and user’s manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

“**Professional Services**” has the meaning specified in Section 2.2.

“**Service**” means Peregrine’s web and iOS mobile applications that assist Users with criminal investigations and police leadership decision making. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

“**SOW**” has the meaning specified in Section 2.2.

“**Third Party Data**” means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

“**Users**” means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1 Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Peregrine shall provide Customer with the right to: (a) access and use the Service for up to the number of Users set forth in the Order Form, and (b) to download and reproduce the applicable Documentation solely for internal use in association with the Service. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form (“**Onboarding and Training Services**”), and (iii) telephone and standard technical support to Customer during normal business hours (“**Technical Support**”). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2 Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an “**SOW**,” and such services, the “**Professional Services**”). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below.

2.3 Access and Policies. Customer will permit Peregrine access to Customer’s offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer’s facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to

Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4 Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Services hereunder. Peregrine 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.

2.5 Licenses and Permits. Peregrine 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, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6 Nondiscrimination and Equal Opportunity. Peregrine 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 Peregrine under this Agreement. Peregrine 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 Peregrine thereby.

3. Use of Service.

3.1 Users. Customer may grant access to the Service to only the number and type of Users specified on the Order Form. Customers shall ensure that its Users do not share or transfer their User credentials to other Customer employees or any other individuals.

3.2 Customer Responsibilities. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy,

quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; and (d) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.3 Use Restrictions. Customer shall use the Service solely for its internal business purposes in accordance with this Agreement. Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (f) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.5 Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen

while operating a moving vehicle.

3.6 Customer Logo. Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with Pittsburgh Municipal Code Chapter 1.28 and any standard trademark guidelines provided by Customer to Peregrine.

4. Fees & Payment.

4.1 Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs.

4.2 Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3 Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights.

5.1 Peregrine Technology. The Service includes (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology, including graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services (collectively, "**Peregrine Technology**"). Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth Section 5.2 below, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "Peregrine Technology" does not include Customer Data.

5.2 License Grant. Peregrine grants Customer, during the term of this Agreement, a worldwide, non-exclusive, non-transferable (except in accordance with Section 12.6), non-sublicenseable right to access and use the Service, and to permit the number and type of Users

specified on the Order Form the right to access and use the Service during the terms of the applicable User subscriptions, in each case solely in accordance with the terms of this Agreement.

5.3 License Restrictions. Customer shall not (a) modify, copy or create derivative works based on the Service or Peregrine Technology; (b) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets; or (c) disassemble, reverse engineer, or decompile the Service or Peregrine Technology, or (d) access the Service in order to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service.

6. Data Access, Sharing and Security.

6.1 Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2 CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to CJIS requirements.

6.3 Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision

of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

7. Confidentiality.

7.1 Definition of Confidential Information. The term “**Confidential Information**” means all confidential and proprietary information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in the Order Form), the Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party’s prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

7.3 Exceptions. The parties’ obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4 California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

7.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1 Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, AND WITHOUT LIMITING PEREGRINE’S OBLIGATIONS SPECIFIED IN THIS AGREEMENT, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1 General Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees (“**Customer Indemnified Parties**”) against any claim made or brought against any Customer Indemnified Party by a third party (A) arising out of or in connection with Peregrine’s negligence or willful misconduct in the performance of the Services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except to the extent any such claim is caused by the negligence or willful misconduct of Customer, or (B) alleging that the Service as provided to Customer hereunder infringes any U.S. intellectual property

rights of a third party (each, a “**Customer Claim**”), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney’s fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer); and (c) provides to Peregrine, at Peregrine’s cost, all reasonable assistance. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer’s use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine, (iii) any combination of the Service with services or technologies not provided by Peregrine, or (iv) Customer’s use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1. If in Peregrine’s opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2 PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine 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 Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine 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 Customer..

10. Limitation of Liability.

10.1 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR

SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. Term & Termination.

11.1 Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form (“**Term**”), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2 Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination. Notwithstanding the foregoing, if Customer terminates the Agreement pursuant to this Section 11.2 Peregrine will refund pro-rata share of Service Fee.

11.3 Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

11.4 Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1 Insurance. Peregrine shall maintain the insurance coverages described on Exhibit A.

12.2 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any

capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3 Conflict of Interest. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Peregrine shall not employ any Customer official in the work performed pursuant to this Agreement. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

12.4 Peregrine’s Books and Records. Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer 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 Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer. 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.

12.5 Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.6 Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.7 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8 Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10 Governing Law. This Agreement shall be governed by the laws of California. The state courts located in Contra Costa County, CA or in the United States District Court for the Northern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11 Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms

“this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion

12.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all

prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

Exhibit A

Insurance

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 the 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.

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.

Commercial General and Automobile Liability Insurance

General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

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.

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.

Professional Liability Insurance.

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.

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.

All Policies Requirements.

Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

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.

Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

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.

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.

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.

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, 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, or terminate this Agreement.



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Execution of an Agreement between the City of Pittsburg and the Contra Costa County Office of the Sheriff Forensic Services Division

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

The Police Department is seeking City Council approval of the Resolution to execute an Agreement between the City of Pittsburg and Contra Costa County Office of the Sheriff Forensic Services Division for forensic services to assist the Police Department in the investigation of criminal matters.

FISCAL IMPACT

The cost of forensic services for the two-year agreement shall not exceed \$650,000. The Police Department's budget includes \$240,000 for Fiscal Year 2023-24 and anticipates another \$240,000 for Fiscal Year 2024-25. The requested authorization for \$650,000 exceeds expected total cost, but actual costs will be dependent upon events that are unknown at this time. Although staff does not anticipate the cost of forensic services to exceed \$240,000 annually, the two-year agreement was proposed at \$650,000 to allow for unforeseen events, such as an officer-involved incident, in which the County is obligated to respond and the City is obligated to pay.

RECOMMENDATION

Approval of the Resolution to execute an Agreement between the City of Pittsburg and Contra Costa County Office of the Sheriff Forensic Services Division.

BACKGROUND

Without an internal crime lab, the Police Department must rely on outside sources to process evidence that assists the department in the investigation of criminal matters. For many decades, the Police Department has utilized the Contra Costa Crime lab for forensic analysis of evidence. The Contra Costa Crime lab serves all law enforcement agencies within the County.

While the Police Department collects, handles and stores its own property and evidence, the department does not have the means to test, analyze and compare the evidence for successful criminal prosecution. Forensic analysis of evidence is crucial in law enforcement.

SUBCOMMITTEE FINDINGS

This item was presented to the Public Safety Subcommittee on September 5th, 2023.

STAFF ANALYSIS

The Contra Costa County Office of the Sheriff Forensic Services Division provides assistance in the recognition, collection, preservation, scientific analysis, and interpretation of physical evidence. The Contra Costa lab runs evidence through the Combined DNA Index System (CODIS), the National Integrated Ballistic Identification Network (NIBN), and the Automated Identification System (AFIS) for the recovery and comparison of latent prints. The laboratory provides drug analysis, alcohol analysis, blood, urine, and breath analysis; and toxicology.

The successful investigation and prosecution of crimes require the collection, preservation and forensic analysis of evidence. Staff therefore seeks City Council approval of the Resolution authorizing the City Manager to execute the Agreement between the City of Pittsburg and the Contra Costa County Office of the Sheriff Division for Forensic Services.

ATTACHMENTS: Resolution
 Contract with Sheriff Forensic Services

Report Prepared By: Steve Albanese, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of)
an Agreement Between the City of)
Pittsburg and the Contra Costa County)
Office of the Sheriff Forensic Services)
Division)

RESOLUTION NO. 23-

WHEREAS the Police Department must rely on outside sources to process evidence that assists the department in the investigation of criminal matters; and

WHEREAS, the Police Department collects, handles and stores its own property and evidence, but the department does not have the means to test, analyze and compare the evidence for successful criminal prosecution; and

WHEREAS, the successful investigation and prosecution of crimes require the collection, preservation and analysis of evidence and the forensic analysis of evidence is crucial to the determination of guilt or innocence.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the Agreement with the Contra Costa County Office of the Sheriff Forensic Services Division.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of September 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**INTER-AGENCY AGREEMENT BETWEEN COUNTY OF
CONTRA COSTA and CITY OF PITTSBURG FOR
THE PROVISION OF FORENSIC SERVICES**

This Agreement is entered into between the County of Contra Costa, (hereinafter "County") and the City of Pittsburg (hereinafter "Agency") to provide Forensic Services (hereinafter "Agreement"). The parties to this Agreement mutually agree and promise as follows:

1. Term. The effective date of this Agreement is July 1, 2023, and terminates June 30, 2025.
2. Purpose of Agreement. The County will provide forensic services (through the Forensic Services Division of the Office of the Sheriff) to Agency to assist in the investigation of criminal matters.
3. County's Obligations. This Agreement applies only to services provided by the Forensic Services Division (FSD) of the office of the Sheriff for incidents occurring on the effective date of and before the termination of the Agreement.
 - A. County will provide forensic services when requested by the Agency. County reserves the right to determine if the service will or can be provided, and the type of service needed based on a review of the evidence and case circumstances.
 - 1) If County will not or can not provide the service, Agency will be advised of the reason and be provided an alternate resource if the request is determined to be forensically legitimate.
 - B. County, through staff of the Sheriff's Fiscal Unit, will monthly invoice Agency for services rendered.
 - (1) The invoice will itemize the charges to include each request completed during the invoiced time period and the services provided for each request.
 - C. County will prioritize the requests received first based on severity of the crime and urgent public safety concerns, followed by trial deadlines. Routine requests that do not have exigent public safety concerns or trial deadlines will be prioritized based on the date of request.

D. County will endeavor to provide as timely a service possible based on resources available. If County can not meet Agency's timeline needs for a particular case, Agency may retrieve the evidence at any time to send to an outside forensic resource. Agency will not be charged for any administrative overhead under these circumstances.

(1) If examinations had occurred by County prior to Agency withdrawing the evidence, Agency will be charged for the cost of the examinations conducted to date.

E. County will provide witness and expert testimony for services rendered at no additional cost to Agency.

F. County reserves the right to modify, add, or stop the scope of forensic services that can be provided dependent upon resources and justice system needs.

G. County will maintain an on-call crime scene expert who will be available twenty-four (24) hours seven (7) days a week, to provide technical advice to Agency for homicide or other major felony scene processing involving complex evidence issues.

(1) Agency must have trained staff respond to scenes to handle the routine aspects of crime scene documentation or processing on cases involving call out of County staff.

(2) County will, per Officer Involved Protocol, assume lead crime scene responsibility for Officer Involved Protocol cases.

H. County will provide forensic consultation services to Agency at no charge to assist Agency in their investigation or to advise Agency as to what evidence should be submitted and what forensic services should be requested.

4. Agency's Obligations.

A. The cost for the service provided by County will be based on the Board of Supervisor's approved Forensic Services Fee Schedule that is in effect during the fiscal year when the request for service is made. Agency shall pay County, in full, no later than 60 days after receipt of invoice. Agency shall pay a total not to exceed \$650,000 for the two-year term.

- B. Agency will abide by County's requirements for evidence packaging and request for service procedures.
 - 1) County may change packaging or request procedures and will notify Agency of such changes.
 - C. Agency will notify County of exigencies pertaining to the prioritization needs of the request such as public safety concerns, urgent investigative needs, and suspect flight risks.
 - D. Agency will ensure a request for service is rescinded if the work is no longer needed.
 - 1) County will not be responsible for work done on a request in cases where Agency failed to notify County that the work was no longer needed.
 - E. Agency will promptly notify County of any requests that are considered confidential such as internal affairs inquiries.
- 5. Accountability of Funds. County shall account for all funds provided hereunder and maintain appropriate records and reports regarding all work. County shall provide a financial report upon request following each fiscal year in which this agreement was in effect.
 - 6. County's Employees. County retains control over County's officers and employees providing services hereunder.
 - 7. Property and Equipment. All property and equipment purchased and/or used in the performance of services hereunder by County shall be and remain the property and equipment of the County throughout the term of this Agreement and upon termination of this Agreement. County shall have responsibility for the maintenance of the facilities, equipment, and property used in the performance of services hereunder by County.
 - 8. Termination. This Agreement may be terminated by either party, at their sole discretion, upon thirty-day advance written notice thereof to the other, and may be canceled immediately by written mutual consent.
 - 9. Disputes. Disagreements between County and Agency concerning the meaning, requirements, or performance of this Agreement shall be subject to final written determination by the head of the county

department for which this Agreement is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. Independent Contractor Status. This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agents, servant, employee, partnership, joint venture or association.
11. Restrictions. As required by Government Code Section 26227, the powers of the parties under this Agreement shall be subject to the restrictions on such powers applicable to Contra Costa County.
12. Modifications and Amendments. This Agreement may only be modified or amended by the mutual written agreement of Agency and the Contra Costa Board of Supervisors.
13. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
14. Mutual Indemnification. County agrees to indemnify and hold harmless Agency for the County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the County in the performance of this Agreement.

Agency agrees to indemnify and hold harmless County for the Agency's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the Agency, its officers or employees.

15. Notices. Any notices, requests, demands or other communications required or permitted to be given under this contract shall be in writing and shall be deemed to have been given on the date of service if served personally on the party to whom notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

COUNTY:

Office of the Sheriff-Coroner
1850 Muir Road
Martinez, CA 94553
Attn: Contracts and Grants

AGENCY:

Chief of Police
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

COUNTY OF CONTRA COSTA

CITY OF PITTSBURG

By _____
Chair, Board of Supervisors
or Designee

By _____
City Manager

ATTEST:

ATTEST:

By _____
Jad Keileh
Office of the Sheriff
Chief of Management Services

By _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By 
Deputy County Counsel

By _____
City Attorney



CONTRA COSTA COUNTY
OFFICE OF THE SHERIFF SUPPORT SERVICES BUREAU
FORENSIC SERVICES DIVISION
FEE SCHEDULE
Fiscal Year 2023-2025

Drug, Alcohol, and Toxicology Section (Muir Lab)

1960 Muir Road, Suite 201
Martinez, CA 94553
925-313-2800

Alcohol Services

Alcohol Analysis
Blood Withdrawal Services
DUI Checkpoint

\$100 /sample
Cost plus 5% program fee
\$250 /hour

Toxicology Services

Tox Analysis Screen
Tox Analysis Confirmation

\$300 /sample
\$250 /confirmation

Drug (Solid Dosage) Services

Solid Dose Analysis

\$180 /sample

Criminalistics Section (Summit Lab)

2530 Arnold Drive, Suite 200
Martinez, CA 94553
925-335-1600

Fingerprint Services

ABIS Entry
ABIS Notification
Latent Print Comparison
Latent Print Processing

No Charge
No Charge
No Charge
\$250 /hour

Fees are for services not funded by the Cal-ID program



CONTRA COSTA COUNTY
OFFICE OF THE SHERIFF SUPPORT SERVICES BUREAU
FORENSIC SERVICES DIVISION
FEE SCHEDULE
Fiscal Year 2023-2025

Comparative Evidence Services

NIBIN Testing	No Charge
NIBIN Lead Notification	No Charge
Firearms Make & Model Determination	\$250/ hour
Firearms Function Test	\$250 /hour
Firearms Comparison (including NIBIN Lead Confirmation)	\$250 /hour
Serial Number Restoration	\$250 /hour
Distance Determination	\$250 /hour
Toolmark Comparison	\$250 /hour
Footwear/Impression Comparison	\$250 /hour

Forensic Biology Services

Sexual Assault Kit Screening	\$250 /hour
Biological Screening	\$250 /hour
DNA Typing (STR profiling, including CODIS upload if applicable)	\$250 /hour
CODIS Notification	No Charge
CODIS Hit Confirmation	\$250 /hour

Crime Scene Services

Scene Response	\$250 /hour/CSI
Crime Scene Reconstruction	\$250 /hour
Technical Assistance	\$250 /hour

Crime scene response is limited to homicides, OIS (protocol invoked cases), and other major felony cases involving complex physical evidence issues. Agencies are required to have their own CSI or competent evidence technician available to assist with processing and to collect evidence. Upon request, the FSD may provide technical assistance to an agency for specialized services such as trajectory analysis, bloodstain pattern documentation, recovery of human remains, and sexual assaults that require the use of an alternative light source.



CONTRA COSTA COUNTY
OFFICE OF THE SHERIFF SUPPORT SERVICES BUREAU
FORENSIC SERVICES DIVISION
FEE SCHEDULE
Fiscal Year 2023-2025

Division Services

Priority (Rush) Analysis

\$200 /request (except DNA)
\$500 /DNA request

Examinations (except DNA) requiring analytical results within (5) court days will be charged an additional \$200 per request. Priority DNA requests that are not in the submitted backlog where results are needed within 30 calendar days will be charged an additional \$500 per request.

These priority fees do not apply to investigative needs before the case is filed, only to cases where the case has been filed with the District Attorney's Office, the preplanning for trial purposes was delayed, and the priority request requires laboratory management to reshuffle resources to meet the trial deadlines.

Outsourced or Referee Analysis

\$250 /hour

Samples forwarded to an outside laboratory by lab staff at the request of the submitting agency, attorney, or pro per defendant will be charged the hourly rate of \$250/hour to prepare the evidence.

Testimony

No Charge - lab analysis

**\$250 /hour - when no lab
analysis was performed**

The Forensic Services Division does not charge for testimony resulting from our own laboratory analysis, scene response, or evidentiary breath test results from our breath testing instruments. Expert witness testimony being requested when laboratory analysis was not performed will be charged the hourly rate of \$250/hour.

Fees charged by the hour are calculated at full hour or part thereof. The above fee schedule does not apply when fees are specifically regulated by the State of California, or as provided by state law.

Inquiries regarding the Fee Schedule or for services not listed should be directed to the Chief of Forensics at 925-335-1600.



CONTRA COSTA COUNTY
OFFICE OF THE SHERIFF SUPPORT SERVICES BUREAU
FORENSIC SERVICES DIVISION
FEE SCHEDULE
Fiscal Year 2023-2025

Service Definitions

Alcohol Services

Alcohol Analysis:	Analysis of blood, urine, or coroner's samples to quantitatively determine ethanol content using headspace gas chromatography.
Blood Withdrawal Services:	The Forensic Services Division manages the county-wide contract for phlebotomists or nurses to be available on-call to respond at the agencies request for blood withdrawal.
DUI Checkpoint:	Criminalists can be requested to bring an evidential breath testing instrument to a DUI checkpoint.

Toxicology Services

Tox Analysis Screen:	Presumptive analysis of blood or urine to determine if drugs may be present in the sample. Drugs and drug classes include: Opiates, Opioids, Dextromethorphan, Meprobamate, Methamphetamine, Amphetamine, Barbiturates, Benzodiazepines, Methadone, Phencyclidine, Cocaine Metabolite (BE), Zolpidem, Tricyclic Antidepressants, Cannabinoids (C-THC), Tramadol, Fentanyl, Buprenorphine
Tox Analysis Confirmation:	Confirmatory analysis following a positive screen to confirm if specific drugs are present in the sample.

Drug (Solid Dosage) Services

Solid Dosage Analysis:	Analysis of solids, liquids, pills, or botanical materials to determine if a controlled substance is present. Testing involves both presumptive and confirmatory tests.
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CONTRA COSTA COUNTY
OFFICE OF THE SHERIFF SUPPORT SERVICES BUREAU
FORENSIC SERVICES DIVISION
FEE SCHEDULE
Fiscal Year 2023-2025

Fingerprint Services

ABIS Entry:

Finger or palm prints of suitable quality are uploaded into the Automated Biometric Identification System (ABIS) and searched against local, regional, or national fingerprint databases to try to determine the identity of the person who left the print.

ABIS Notification:

A report notifying an agency that an evidentiary sample entered into the ABIS database generated a Hit.

Latent Print Processing:

Use of physical and chemical techniques on evidence to develop and collect ridge detail. These processes are more sensitive and better at recovering latent prints than the typical black powder methods used in the field.

Latent Print Comparison:

The comparison of latent prints, either submitted by outside agencies or developed during FSD's own latent print processing service, to named individuals.

Comparative Evidence Services

NIBIN Testing:

The entry of test-fired cartridge cases from submitted firearms into the ATF's National Integrated Ballistic Information Network (NIBIN) database. The unique marks the firearm has left on the cartridge case are then searched in NIBIN to determine if that firearm has been used in a crime. Cartridge cases from crime scene can also be uploaded to determine if other cases are linked. Bullets are not suitable for entry.

NIBIN Lead Notification:

A report notifying an agency that an evidentiary sample entered into the NIBIN database generated a Lead.

Make & Model Determination:

Determination of the possible brands and models of firearms that could have fired the cartridge cases and/or bullets recovered from a crime scene.

Firearms Function Test:

Determines the operating characteristics of a firearms and whether those characteristics fall within the specifications of the manufacturer. Also includes Assault Weapon determination and sound suppressor or silencer determination.



CONTRA COSTA COUNTY
OFFICE OF THE SHERIFF SUPPORT SERVICES BUREAU
FORENSIC SERVICES DIVISION
FEE SCHEDULE
Fiscal Year 2023-2025

Firearms Comparison:	This service is the manual inter-comparison between cartridges, bullets, and/or firearms to determine if the items are from the same source. The comparison can result in identifying the firearm that fired the evidence cartridge case or bullet.
Serial Number Restoration:	The use of physical or chemical procedures to visualize obliterated serial numbers.
Distance Determination:	The use of visual, physical, and chemical procedures to determine how far away the muzzle of a firearm was at the time it shot a target (usually the victim).
Toolmark Comparison:	Determination if a submitted tool made the marks left on an item of evidence or inter-comparison of tool marks between items of evidence to establish a commonality.
Footwear/Impression Comparison:	A manual comparison between marks left by shoes, whether on the surface or impressed, to shoes suspected of leaving the marks. If no shoes are available, a make and model determination can be done to provide a list of possible brands and models of shoes that could have left the marks. Shoe marks from different cases can be inter-compared to try and establish a commonality.

Forensic Biology Services

Sexual Assault Kit Screening:	Examination of the individual contents of a Sexual Assault Evidence Kit (SAEK) for biological or, if needed, trace evidence. Positive SAEK screens usually result in the evidence being forwarded for DNA analysis.
Biological Screening:	Examination of physical evidence for biological stains, generally but not limited to blood, semen, or saliva. The stains are characterized to their probable biological origin. If important, their physical appearance is documented and interpreted relative to the circumstances of the case. Evidence with positive biological screens can be forwarded to DNA typing if needed.
DNA Typing:	The generation and comparison of a STR DNA profiles from individuals and crime scene evidence. Suitable profiles can be uploaded and searched against the FBI's CODIS database.



CONTRA COSTA COUNTY
OFFICE OF THE SHERIFF SUPPORT SERVICES BUREAU
FORENSIC SERVICES DIVISION
FEE SCHEDULE
Fiscal Year 2023-2025

CODIS Notification: A report notifying an agency that an evidentiary sample entered into the CODIS database generated a Hit.

CODIS Hit Confirmation: If a hit in the CODIS database occurs to an offender, a fresh reference standard must be obtained from that individual and submitted to the FSD for DNA typing to ensure the integrity of the CODIS hit.

Crime Scene Services

Scene Response: Criminalists and Crime Scene Investigators are on-call to provide telephonic consultation or scene response for homicides, officer-involved protocol cases, and other major felonies that have complex physical evidence issues. Agencies must have trained evidence technicians who will respond to assist FSD personnel with the scene processing and to collect the physical evidence.

Crime Scene Reconstruction: Criminalists can be requested to perform trajectory analysis, shooting incident reconstruction and general reconstruction to assist investigators and attorneys in understanding the actions that occurred during the commission of a crime that resulted in the presence of physical evidence.

Technical Assistance: Criminalists and Crime Scene Investigators are on-call to provide technical assistance. Agencies must have trained evidence technicians who will respond to assist FSD personnel with the scene processing and to collect the physical evidence.



**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 the Contract Amendment for Public Safety Family Counseling Group, Inc. formerly dba Psychological Services Group

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

Staff recommends approval of the contract amendment for Public Safety Family Counseling Group, Inc. formerly dba Psychological Services Group who provides wellness services for the Police Department.

FISCAL IMPACT

The City shall compensate Public Safety Family Counseling Group, Inc. in the amount of \$20,000 per year for a total maximum compensation of \$100,000 through June 30, 2028.

The Police Department has budgeted funds in its annual budget for Fiscal Year 2023/24 (110-42101-2199) and will continue to budget the annual cost each Fiscal Year through 2027/28.

RECOMMENDATION

Staff recommends City Council approval of the attached Resolution accepting the Contract Amendment between The Public Safety Family Counseling Group, Inc. and the Police Department.

BACKGROUND

The Police Department began using Public Safety Family Counseling Group, Inc. to supplement its Officer Wellness Program in 2016. Each year the contract has been extended. Due to the accumulation of extensions, the Police Department is bringing this contract amendment to the City Council for notification and approval through resolution.

SUBCOMMITTEE FINDINGS

This item was presented to the Public Safety Subcommittee on September 5th, 2023.

STAFF ANALYSIS

Public Safety Family Counseling Group, Inc. has become an interictal part of the Police Department's Officer Wellness Program. In addition to anonymous and fully confidential officer counseling, Public Safety Family Counseling Group, Inc. serves as a facilitator for all the Police Department's Critical Incident Debriefs. These debriefs serve a vital role in helping officers and staff manage and process the effects of exposure to such incidents.

It is staff's recommendation that City Council approve through resolution the contract amendment and continued use of Public Safety Family Counseling Group, Inc. as part of the Police Department's Officer Wellness Program.

ATTACHMENTS: Resolution
 Public Safety Family Counseling Group, Inc. Contract and
 Amendment

Report Prepared By: Steve Albanese, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Contract Amendment)
For The Psychological Services)
Group, Inc.)

RESOLUTION NO. 23-

WHEREAS, The Psychological Services Group Inc. (Consultant) and City entered into that Contract Services Agreement on July 1, 2016, for psychology services for City Police Department employees for the cost, which Agreement by its terms renewed annually unless terminated, for the cost of \$18,000 per year; and

WHEREAS, the Parties have negotiated an increased cost for the services; and

WHEREAS, City shall compensate Consultant in the amount of \$20,000 per year for a total maximum compensation of \$100,000 through June 30, 2028.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the Contract Amendment with the Consultant for services that include confidential police officer counseling and facilitation for all Police Department critical incident debriefs.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 18th day of September, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**ASSIGNMENT AND AMENDMENT TO
CONTRACT SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG
AND ELIZABETH DANSIE dba THE PSYCHOLOGICAL SERVICES GROUP**

This Assignment and Amendment to the Principal Agreement made and entered into on July 1, 2016, hereafter referred to as Agreement, between Elizabeth Dansie dba The Psychological Services Group, a sole proprietor, therein referred to as Consultant, and the City of Pittsburgh, a municipal corporation, therein referred to as City, is made and entered into by Consultant, City, and Public Safety Family Counseling Group, Inc., a California Corporation, hereinafter Assignee, on this 1st day of July, 2023.

WHEREAS, Consultant and City entered into that Contract Services Agreement on July 1, 2016, for psychology services for City Police Department employees for the cost, which Agreement by its terms renewed annually unless terminated, for the cost of \$18,000 per year; and

WHEREAS, Consultant seeks to assign the Agreement to Assignee with consent of City; and

WHEREAS, the Parties have negotiated an increased cost for the services; and

WHEREAS, the Parties seek to amend certain provisions of the Agreement.

NOW, THEREFORE, Consultant, City, and Assignee do mutually agree as follows:

1. Assignment. City hereby consents to the assignment of the Agreement, in compliance with Section 3 of the Agreement. Consultant hereby assigns to Assignee all of its rights and obligations and Assignee hereby accepts all rights and obligations of the Agreement.

2. Compensation. Section 2 Agreement is hereby amended and replaced to read as follows:

a. City shall compensate Assignee in the amount of \$20,000 per year for a total maximum compensation of \$100,000 through June 30, 2028. Assignee shall provide up to 90 hours of services per year, including travel time.

b. Assignee shall track hours. Assignee shall comply with HIPAA, including the requirement of confidentiality, in performing services.

c. Any hours not utilized in a year shall be carried over to the following year. Hours carried over to the following year and not used that year will expire.

d. Assignee shall submit an invoice to City in July for 50 percent of annual compensation, and again in January for 50 percent of annual compensation.

e. No amendment to this Agreement is effective unless in writing and executed by City and Assignee, and if required, approved by City Council.

3. Term. Section 6 of the Agreement is hereby amended to read as follows:

The term of this Agreement shall begin on July 1, 2023, and shall end on June 30, 2028. The City may terminate the Agreement for any reason on 15 days' notice to Assignee. City shall pay Assignee for all services performed pro-rated to the date of termination.

4. Insurance. Section 9 of the Agreement is hereby amended and replaced to read as follows:

CONSULTANT shall maintain insurance acceptable to CITY at all times during the term of this Agreement.

a. 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.

b. 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.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

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.

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.

The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

d. Professional Liability Insurance. 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.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

The retroactive date of the policy must be shown and must be before the date of the Agreement.

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.

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.

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.

e. All Policies Requirements.

Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

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.

Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

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.

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.

f. 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.

5. Exhibit A Scope of Services. The introductory text of Exhibit A is hereby amended to read as follows:

Agreement between City of Pittsburgh ("City") and Public Safety Family Counseling Group, Inc. ("Consultant")

Scope of Services

Consultant shall perform the following services:

6. Exhibit B Compensation Schedule. Exhibit B is hereby replaced with Attachment 1 of this Agreement.

7. Integration. This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by the Parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Assignee shall perform all duties, obligations and conditions required under the Agreement.

8. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Assignment and Amendment and the Agreement, the provisions of this Assignment and Amendment shall control in all respects.

9. Ambiguities. The parties have each carefully reviewed this Assignment and Agreement and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

10. Counterparts. This Assignment and Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

11. Authority. The person signing this Assignment and Amendment for Consultant and Assignee hereby represents and warrants that he or she is fully authorized to sign this Assignment and Amendment on behalf of Consultant.

IN WITNESS WHEREOF, the parties have entered into this Assignment and Agreement on the day and year first hereinabove appearing.

ASSIGNEE:

PUBLIC SAFETY FAMILY COUNSELING
GROUP, INC., a California Corporation

CITY:

CITY OF PITTSBURG, a municipal
corporation of the State of California

By: _____

Name, Title

By: _____

Garrett Evans, City Manager

CONSULTANT

Elizabeth Dansie dba The Psychological
Services Group, a sole proprietor

ATTEST:

By: _____

Alice Evenson, City Clerk

By: _____

Name, Title

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

EXHIBIT B
COMPENSATION SCHEDULE

City shall compensate Consultant in the amount of \$20,000 per year.



**Office of the City Manager
65 Civic Avenue
Pittsburg, CA 94565**

MEMO: September 18, 2023

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

RE: **Adoption of Two Ordinances Amending Title 18 of the Pittsburg Municipal Code Related to Accessory Dwelling Units, and Amending Title 18 Miscellaneous Text Amendments**

EXECUTIVE SUMMARY

On August 21, 2023, the City Council held a public hearing on text amendments to various sections of Title 18 (Zoning) of the Pittsburg Municipal Code (PMC) to ensure consistency with recently enacted state law addressing accessory dwelling units (ADUs), and miscellaneous clean-ups. After closing the public hearing, the Council voted 5-0 to introduce and waive further reading of Ordinance Nos. 23-1509 (Amending Title 18 of the PMC related to zoning definitions, screening requirements, and other miscellaneous items), and 23-1510 (Amending Title 18 of the PMC related to Accessory Dwelling Units (ADUs)). The Ordinances are now ready for City Council adoption.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

RECOMMENDATION

City Council to take the following actions:

1. Move to adopt Ordinance No. 23-1509, approving amendments to Title 18 of the PMC related to zoning definitions, screening requirements, and other miscellaneous items;
2. Move to adopt Ordinance No. 23-1510, approving amendments to Title 18 of the PMC related to Accessory Dwelling Units (ADUs).

BACKGROUND

As stated above, on August 21, 2023, the City Council held a public hearing, and introduced and waived further reading of Ordinance Nos. 23-1509 (Amending Title 18 of the PMC related to zoning definitions, screening requirements, and other miscellaneous items), and 23-1510 (Amending Title 18 of the PMC related to Accessory Dwelling Units (ADUs)), with no further changes.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

After the City Council holds a public hearing and introduces an ordinance on a given matter, approval of the matter is formalized by City Council adoption of the ordinance by a majority vote at a meeting no fewer than five days after the public hearing. The ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS:

1. Ordinance No. 23-1509 (Miscellaneous Text Amendments)
2. Ordinance No. 23-1510 (Accessory Dwelling Units)

Prepared by: Maurice Brenyah-Addow, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending Title 18	)	
of the Pittsburg Municipal Code	)	ORDINANCE NO. 23-1509
for Miscellaneous Text	)	
<u>Amendments</u>	)	

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 staff has identified a variety of miscellaneous amendments needed for clarification in Title 18 of the Pittsburg Municipal Code (PMC) and to conform with recently enacted state law regarding accessory dwelling units; and

WHEREAS, the proposed amendments are governed by the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC); and

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

WHEREAS, on or prior to April 15, 2023, notice of the April 25, 2023, public hearing before the Planning Commission 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 April 25, 2023, the Planning Commission held the hearing to consider proposed Miscellaneous Text Amendments Planning Application No.AP-23-0002, and voted to adopt Resolution No.10231, recommending City Council approval of amendments to various sections of Title 18; and

WHEREAS, in order to adopt zoning text amendments, 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 August 11, 2023, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a “Notice of Public Hearing” for the August 21, 2023, public hearing on this item was posted at City Hall and at and near the project site; was delivered to the Pittsburg Library; was mailed via first class mail to the applicant and property owner, to owners of property located within 300 feet of the project site, and to local service agencies anticipated to provide services to the business; and was mailed via first class mail or email to individuals and organizations who had previously filed written request for such notice. A copy of the notice was also placed on the “Public Notices” page of the city website on August 28, 2023. The notice was also posted on www.nextdoor.com (“Nextdoor”); and

WHEREAS, on August 21, 2023, the City Council held a duly noticed public hearing on the Planning Commission’s recommendation for the City Council to approve the proposed amendments to various sections of Title 18 of the Pittsburg Municipal Code; and

WHEREAS, this amendment of the municipal code 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 the activity in question consists of zoning text changes that would not result in a physical impact on the environment. The proposed revisions to the zoning code do not include any mapping changes that would allow new uses in areas not previously permitted, and the text changes/clarifications proposed would not result in any direct significant negative physical impacts on the environment.

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

SECTION 1. Findings.

- A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporate by reference.
- B. Based on the City Council Staff Report dated August 21, 2023, and entitled, “Introduction and Waive First Reading of Two Ordinances: Amending Title 18 of the Pittsburg Municipal Code Related to Accessory Dwelling Units, and Amending Title 18 Miscellaneous Text Amendments”, and based on all written and oral testimony presented at the meeting, the City Council finds that:
 1. All recitals above are true and correct and are incorporated herein by reference.

2. The proposed amendments are consistent with the objectives, policies, general land uses and programs in the General Plan. Most specifically, Land Use Element (LUE) Goal 2-P-2 which directs the city to update the City's Zoning Ordinance and Subdivision Regulations for consistency with the General Plan, including the General Plan Diagram and Goal 2-P-17 which directs the city to maintain regulations to permit second units (accessory dwellings) in single-family residential developments in accordance with State law.
 3. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed amendments would clarify and correct certain regulations that have been ambiguous or misinterpreted in the past, as well as allow consistency with recently adopted or enacted legislation on ADUs by the state.
 4. There is a community need for the proposed amendments in that they make PMC Title 18 more current to administering land use policies within the City of Pittsburgh.
 5. The proposed changes would be in conformity with the public convenience, general welfare, and good zoning practice, in that it removes ambiguities to make it clear and easier for both staff and the general public to understand and use as a guide in planning and processing development applications.
- C. The Staff Report entitled, "Introduction and Waive First Reading of Ordinances Amending Title 18 of the Pittsburgh Municipal Code Related to Accessory Dwelling Units, Definitions, Use Classifications, Development Regulations, and other Miscellaneous Text Amendments, AP-23-0002 (TA)" dated August 21, 2023, is referenced hereto as additional support for findings.

SECTION 2. Chapter 18.06, Application, Interpretation and Rules of Construction, Article I., "Application and Interpretation" Section 18.06.070 of the PMC is hereby amended to read as follows (new language shown on **bold italic**, deleted language shown in ~~strikethrough~~):

Section 18.06.070 - Development on lots divided by district boundaries.

The regulations applicable to each district apply to the area within that district. A use other than parking serving a principal use on the site may not be located in a district unless it is a permitted or ~~conditional~~ **conditionally permitted** use.

Pedestrian or vehicular access from a street to a use may not traverse a portion of the site in a district unless the use is a permitted or conditional use.

SECTION 3. Chapter 18.06, Application, Interpretation and Rules of Construction, Article II., "Definitions" Section 18.06.265 of the PMC is hereby amended to read as follows:

Section 18.06.265 – Driveway.

~~"Driveway" is a paved area on a lot necessary to provide direct access for vehicles between a street and either:~~

- ~~A. An area on a residential lot containing four or fewer parking spaces;~~
- ~~B. An aisle between spaces in a parking lot;~~
- ~~C. A truck-loading berth; or~~
- ~~D. A refuse storage area.~~

"Driveway" means the way or means of vehicular access from that portion of a street used for vehicular travel to the parking, loading, or other vehicular activity on the adjacent property, including the portion of the sidewalk lying within said way or means of access.

SECTION 4. Chapter 18.06, Application, Interpretation and Rules of Construction, Article II., "Definitions" Section 18.06.310 of the PMC is hereby amended to read as follows:

Section 18.06.310 – Fence.

"Fence" is a barrier made of wire, wood, metal, masonry, **plants** or other material used as a screen or enclosure for a yard or open space. It includes a wall, gate, **dense hedge** or structure used as a fence. A retaining wall, freestanding sign, or landscape structure is not considered a fence except for that portion which is used as a fence.

SECTION 5. Chapter 18.06, Application, Interpretation and Rules of Construction, Article II., "Definitions" Section 18.06.315 of the PMC is hereby amended to read as follows:

Section 18.06.315.– Floor Area.

- A. Gross. "Gross floor area" means the total area of all floors in a building as measured to the outside surface of exterior walls or to the centerline of common walls. It excludes any crawl space **less than 6 (six) feet in height**, area used exclusively for vehicle parking or loading, breezeway, **vaulted** attic

without floor, and a porch, deck, balcony or terrace that is not fully enclosed **more than 75%** by walls.

SECTION 6. Chapter 18.06, Application, Interpretation and Rules of Construction, Article II., "Definitions" Section 18.06.340 of the PMC is hereby amended to read as follows:

Section 18.06.340 – Grade.

~~B. Finished. See definition of "grade, finished" in the Uniform Building Code as adopted by the city.~~ "Finished grade" means:

1. Natural grade exterior to all buildings or structures created by any proposed development for all other circumstances not set forth in Subsection 2.;

2. A revised grade exterior to all buildings or structures created by any proposed development where the revised grade is achieved under a City grading permit, subdivision approval, or conditional use permit or other special zoning approval, or through officially approved work in a public right-of-way.

SECTION 7. Chapter 18.06, Application, Interpretation and Rules of Construction, Article II., "Definitions" Section 18.06.360 of the PMC is hereby amended to read as follows:

Section 18.06.360 – Height.

~~See definition of "height of building" in the Uniform Building Code as adopted by the city.~~

"Height" means the vertical distance of any structure, building, fence, sign, retaining wall, or other facility measured from any point on top of the facility to a line directly below which meets finished grade on the outside perimeter of the facility, or intersects with a perpendicular plane connecting opposite points of finished grade at the outside perimeter of the facility.

1. The height of any portion of a facility within six (6) feet of a retaining wall shall be measured from finished grade at the perimeter of the facility or at the base of the retaining wall, whichever is lower, subject to the following exceptions:

- i.) The height of any fence separated by a distance of at least eighteen (18) inches from the inside face of a retaining wall shall be measured from finished grade at the base of the fence.**

- ii.) ***The height of any facility abutting a light well, depressed landing, or similar facility that extends entirely below surrounding finished grade and no more than five (5) feet from the perimeter of the abutting facility shall be measured from the surrounding finished grade at the outside perimeter of the facility, not including the light well, depressed landing, or similar facility.***

SECTION 8. Chapter 18.06, Application, Interpretation and Rules of Construction, Article II., "Definitions" Section 18.06.427 of the PMC is hereby amended to read as follows:

Section 18.06.427 – Lot depth.

"Lot depth" is the horizontal distance between the midpoints of the front and rear lot lines, measured in the mean direction, ***and equidistant from opposite segments***, of the side lot lines ***so that perpendicular lines drawn at any section of the lot depth line intersects opposite sides of the side lot lines at the same angle.***

SECTION 9. Chapter 18.06, Application, Interpretation and Rules of Construction, Article II., "Definitions" Section 18.06.565 of the PMC is hereby amended to read as follows:

Section 18.06.565 – Permitted.

"Permitted" means allowed without a requirement for approval of a use permit, ***design review, variance, or other discretionary application.***

SECTION 10. Chapter 18.06, Application, Interpretation and Rules of Construction, Article II., "Definitions" Section 18.06.650 of the PMC is hereby amended to read as follows:

Section 18.06.650 – Story.

"Story" is that portion of a building included between the ***upper*** surface of a floor and the ***upper*** surface of the floor ***or roof*** next above it or, if no floor above it, the space between a floor and the ceiling next above it. ***A story is measured as the vertical distance from top to top of two successive tiers of beams or finished floor surfaces and for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is no ceiling, to the top of the roof rafters.***

A story containing one or more mezzanines has more than one floor level. If the finished floor level directly above a basement or unused under-floor space is more than six feet above grade for more than 50 percent of the total perimeter or is more than 12 feet above grade at any point, the basement or unused under-floor space shall be considered as a story, provided that the following shall not be deemed a story:

A. A basement or cellar if the height from finished grade at the exterior perimeter of the building to the finish floor elevation above is six (6) feet or less for at least fifty percent (50%) of the perimeter and does not exceed twelve (12) feet above grade at any point;

B. An attic or similar space under a gable, hip, or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than two (2) feet above the floor of such space.

SECTION 11. Chapter 18.08, Use Classifications, Article II., “Residential Uses” Section 18.08.040 of the PMC is hereby amended to read as follows:

Section 18.08.040 – Residential use classifications.

G. Single-Family Residential. A building containing one dwelling unit located on a single lot regardless of lot size. This classification includes mobile home, manufactured housing, and a single-family residence with an accessory dwelling unit (**ADU**).

1. Attached. Single-family residential type ***or single-family with an accessory dwelling unit (ADU)*** wherein the primary residential structure ***and or ADU*** is separated from the adjacent primary residential structure ***located on an adjacent lot***, by a party wall built on ***a shared*** the property line and has no primary residential units constructed above or below it.

2. Detached. Single-family residential type ***or single-family with an accessory dwelling unit (ADU)*** wherein each primary residence ***and/or ADU*** is a stand-alone structure that does not share any common walls with another primary residential unit ***or ADU***.

SECTION 12. Chapter 18.08, Use Classifications, Article IV., “Commercial Uses”
Section 18.08.080 of the PMC is hereby amended to read as follows:

Section 18.08.080 – Vehicle Sales and Services.

30.e. Automobile Washing. An establishment engaged in the washing, waxing, or cleaning of automobiles by mechanical or semi-mechanical devices as a main use or, if an accessory use, utilizing an automatic track system with blowers or drying vacuums. ***Manual automobile washing is prohibited unless it can be sufficiently demonstrated to the zoning administrator that all wastewater can be captured, treated, and recycled or properly disposed of in accordance with regulatory standards.***

SECTION 13. Chapter 18.08, Use Classifications, Article IV., “Commercial Uses”
Section 18.08.080(30) of the PMC is hereby amended to add the following subsection:

Section 18.08.080(30) – Vehicle Sales and Services.

i. Electric Vehicle (EV) Charging Stations. Establishment with charge points or electric vehicle supply equipment which supplies electrical power for charging plug-in electric vehicles.

SECTION 14. Chapter 18.08, Use Classifications, Article V., “Industrial Uses” Section 18.08.100 of the PMC is hereby amended to read as follows:

Section 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, ***food truck commissary*** 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.

SECTION 15. Chapter 18.08. Use Classifications, Article VII., “Accessory Uses” Section 18.08.140(B)(4) of the PMC is hereby amended to read as follows:

Section 18.08.140 – Accessory use classifications.

B.4. ~~Nonresidential~~ Accessory Structure. Structure with no bedroom or kitchen. This classification includes construction trailer, real estate field office for the sale

of property within a subdivision, parking structure, sign, and structure for mechanical equipment and ancillary storage.

SECTION 16. Chapter 18.10, Planning Agency, Section 18.10.30 is hereby amended to read as follows:

Section 18.10.30 - Zoning Administrator – The office of the zoning administrator is established. The ~~city planner~~ **zoning administrator or their designee** is the ~~zoning administrator~~ **city planner**.

SECTION 17. Chapter 18.50, Residential Districts (R), Article I., General, Section 18.50.005(B)(7) of the PMC is hereby amended to read as follows:

Section 18.50.005 - Specific purposes.

B. The additional purposes of specific residential districts are as follows:

7. Medium-Density Residential District (RM). To provide opportunities for attached or detached single-family residences and multifamily residences such as townhouses, apartments with ~~3~~ 20 or more units, and condominiums. ~~Duplexes and m~~Multifamily dwellings **that exceed maximum allowed densities** such as ~~triplexes and fourplexes~~ existing as of the effective date of the ordinance codified in this title are allowed to remain.

SECTION 18. Chapter 18.50, Residential Districts (R), Article II., “Development Standards” Section 18.50.105 of the PMC is hereby amended to add the following:

Schedule 18.50.105 - RR, RS-40, RS-10, RS-6, RS-5, RS-4, RM, RMD, RH and RHD districts – Property Development Regulations.

Schedule 18.50.105

RR, RS-40, RS-10, RS-6, RS-5, RS-4, RM, RMD, RH AND RHD DISTRICTS – PROPERTY DEVELOPMENT

REGULATIONS

Development Classifications	RR	RS-40	RS-10	RS-6	RS-5	RS-4	RM	RMD	RH	RHD
Minimum rear yard (ft.)										
Nonresidential uses	30 g.	25 g.	15 g.	10 g.	10 g.	10 g.	10 g.	10 g.	10 g.	10 g.

g. See Section 18.84.005 In R districts for exceptions.

SECTION 19. Chapter 18.50, Residential Districts (R), Article II., “Development Standards” Section 18.50.115(A) of the PMC is hereby amended to read as follows:

Section 18.50.115 - Planting areas.

- A. Yards Adjoining Streets. All visible portions of a required yard adjoining a street must be ***improved as a 100% planting area and/or a combination of permeable softscape and limited hardscape (subject to 50% maximum paving as per Section 18.078.050)*** that includes parking areas, driveways and walks ***walkways***, as well as areas covered by ornamental gravel, crushed rock or similar materials.

SECTION 20. Chapter 18.50, Residential Districts (R), Article V., “Home Occupation” Section 18.50.410(A) of the PMC is hereby amended to add following subsection:

Section 18.50.410 – Zoning administrator approval.

- A. The zoning administrator must find that:

4. Cottage Food establishments will comply with Contra Costa Environmental Health Department standards.

SECTION 21. Chapter 18.78, Off-Street Parking and Loading, Section 18.78.050(A) of the PMC is hereby amended to read as follows:

Section 18.78.050 - Parking facility design standards.

- A.5. Parking Space Location. A paved parking space serving a single-family dwelling may not be located in that portion of a front or corner side yard which is more than a distance equal to one-half of the lot width or, in the case of a corner lot, the lot depth measured from the interior lot line. This does not pertain to a flag lot or lot described in PMC 18.80.050. ***No more than 50% of required front yard area shall be paved for parking, with the exception of paving necessary for walkways and paseos subject to review and approval by the zoning administrator.***

SECTION 22. Chapter 18.84, Special Land Use Regulations Applicable To Specific Uses, Article IV., “Fences and Walls” Section 18.84.205(A) of the PMC is hereby amended to read as follows:

Section 18.84.205 – Fence and wall heights.

A. Measurement of Height. The height of a fence or wall used as a fence is measured from the point at which the fence posts or wall pilasters intersect the ground. Where a fence is built on top of a retaining wall, the fence height is measured from the ~~highest~~ **lowest** adjacent grade **within 18 inches**.

The height of any fence separated by a distance of at least eighteen (18) inches from the inside face of a retaining wall shall be measured from finished grade at the base of the fence.

SECTION 23. Chapter 18.84, Special Land Use Regulations Applicable To Specific Uses, Article IV., "Fences and Walls" Section 18.84.205(B)(2-3) of the PMC is hereby amended to read as follows:

Section 18.84.205 - Fence and wall heights.

B. R District – Maximum Height within a Required Yard

2. Front and corner side of a reverse corner lot: four and one-half feet (4'-6"); ~~provided, that the portion above three feet in height must have generally uniformly spaced interstices to allow 66 and two-thirds percent open area between the fence material.~~

3. Front yard of a key lot: four and one-half feet (4'-6"); ~~provided, that the portion above three feet in height must have generally uniformly spaced interstices to allow 66 and two-thirds percent open area between the fence material.~~ Fence height may be increased to six feet, only on the property line shared by the key lot and adjoining reverse corner lot, and only between the rear of the required front yard and the point along the property line that is as far away from the front line as the width of the required corner side yard of the adjoining key lot.

SECTION 24. Chapter 18.84, Special Land Use Regulations Applicable To Specific Uses, Article XIX., "Tree Preservation and Protection" Section 18.84.845(B)(1) of the PMC is hereby amended to read as follows:

Section 18.84.845 - Permit required.

B.1. In cases of emergency when a tree is hazardous or dangerous to life or property, it may be removed by order of the chief of police, by the chief of the Contra Costa County fire protection district, ***by the zoning administrator,***

director of community and economic development or his or her designee,
or by the director of public works or his or her designee;

SECTION 25. Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 26. 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 27. 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 21, 2023, and was adopted and ordered published at a meeting of the City Council held on September 18, 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending Title 18)
of the Pittsburg Municipal Code) ORDINANCE NO. 23-1510
Regarding Accessory Dwelling Units)

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, the state legislature adopted Senate Bill 897 (2022) to amend the state law addressing construction of accessory dwelling units (ADUs), which become effective January 1, 2023; and

WHEREAS, staff has identified amendments needed to clarify provisions in Title 18 of the Pittsburg Municipal Code (PMC) and to conform Title 18 to recently enacted state law regarding ADUs; and

WHEREAS, the proposed amendments are governed by the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC); 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 or prior to April 15, 2023, notice of the April 25, 2023, Planning Commission 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 April 25, 2023, the Planning Commission held the hearing to consider proposed Miscellaneous Text Amendments Planning Application No. AP-23-0002, and voted to adopt Resolution No.10231, recommending City Council approval of amendments to various sections of Title 18; and

WHEREAS, in order to adopt zoning text amendments, 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 August 11, 2023, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a "Notice of Public Hearing" for the August 21, 2023, public hearing on this item was posted at City Hall and at and near the project site; was delivered to the Pittsburg Library; was mailed via first class mail to the applicant and property owner, to owners of property located within 300 feet of the project site, and to local service agencies anticipated to provide services to the business; and was mailed via first class mail or email to individuals and organizations who had previously filed written request for such notice. A copy of the notice was also placed on the "Public Notices" page of the city website on August 28, 2023. The notice was also posted on www.nextdoor.com ("Nextdoor"); and

WHEREAS, on August 21, 2023, the City Council held a duly noticed public hearing on the Planning Commission's recommendation for the City Council to approve the proposed amendments to various sections of Title 18; and

WHEREAS, this amendment of the municipal code 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 the activity in question consists of zoning text changes that would not result in a physical impact on the environment. The proposed revisions to the zoning code do not include any mapping changes that would allow new uses in areas not previously permitted, and the text changes/clarifications proposed would not result in any direct significant negative physical impacts on the environment.

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

SECTION 1. Findings.

- A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporate by reference.
- B. Based on the City Council Staff Report dated August 21, 2023, and entitled, "Introduction and Waive First Reading of Two Ordinances: Amending Title 18 of the Pittsburg Municipal Code Related to Accessory Dwelling Units, and Amending Title 18 Miscellaneous Text Amendments", and based on all written and oral testimony presented at the meeting, the City Council finds that:

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

reference.

2. The proposed amendments are consistent with the objectives, policies, general land uses and programs in the General Plan. Most specifically, Land Use Element (LUE) Goal 2-P-2 which directs the city to update the City's Zoning Ordinance and Subdivision Regulations for consistency with the General Plan, including the General Plan Diagram and Goal 2-P-17 which directs the city to maintain regulations to permit second units (accessory dwellings) in single-family residential developments in accordance with State law.
 3. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed amendments would clarify provisions, as well as conform Title 18 to recently enacted state legislation on ADUs.
 4. There is a community need for the proposed amendments in that they make PMC Title 18 more current to administering land use policies within the City of Pittsburgh.
 5. The proposed changes would be in conformity with the public convenience, general welfare, and good zoning practice, in that it removes ambiguities to make it clear and easier for both staff and the general public to understand and use as a guide in planning and processing development applications.
- C. The Staff Report entitled, "Introduction and Waive First Reading of Ordinances Amending Title 18 of the Pittsburgh Municipal Code Related to Accessory Dwelling Units, Definitions, Use Classifications, Development Regulations, and other Miscellaneous Text Amendments, AP-23-0002 (TA)" dated August 21, 2023, is referenced hereto as additional support for findings.

SECTION 2. Chapter 18.50, Residential Districts (R), Article IV., "Accessory Dwelling Units and Junior Accessory Dwelling Units" Section 18.50.310(E-I) of the PMC is hereby amended to read as follows (new language shown on **bold italic**, deleted language shown in ~~strikethrough~~):

Section 18.50.310 Administrative review.

~~E. Public and utility services including emergency access are adequate to serve both dwellings;~~

~~E.~~ **F.** The accessory dwelling unit complies with the development standards applicable to "single-family dwellings, detached," within the residential or planned development district in which the primary dwelling is located, except as allowed by PMC 18.50.315;

~~F. G.~~ The primary dwelling and junior accessory dwelling unit shall not be occupied by two separate households under two separate leases. The primary dwelling and junior accessory dwelling unit built on the property shall be separately occupied only if the owner occupies one of the units. A deed restriction prohibiting sale and restricting the size and attributes of the JADU shall be recorded with the Contra Costa County recorder, on a form prepared by the city planner, and shall be a covenant running with the land. No certificate of occupancy shall be issued or no final inspection shall be conducted for the junior accessory dwelling unit unless the owner has submitted to the city planner a copy of the recorded restriction required by this subsection. Owner-occupancy shall not be required if the owner is a governmental agency, land trust, or housing organization;

~~G. H.~~ The property owner must file an application with the planning division, which shall include:

1. Plans and elevations showing the proposed JADU and/or ADU and its relation to the primary dwelling, all existing or proposed structures on site, and all property lines;
2. Description of building materials;
3. Landscaping and exterior finish to be used;
4. Location of required parking pursuant to PMC 18.50.315;
5. Footprint (in square feet) of all existing and proposed structures, as well as the total lot coverage;
6. Any other information required to determine whether the proposed unit conforms to the requirements of this article;
- 7. A deemed-complete application for an ADU/JDU by the Planning Division shall be deemed approved, if not acted on within 60 days from the date it is deemed complete.**

~~H. I.~~ The property owner must register the JADU or ADU, if a rental, with the city of Pittsburg residential rental inspection program. No ADU or JADU shall be rented for a term of 30 days or less.

SECTION 3. Chapter 18.50 Residential Districts (R) Section 18.50.315 Design and development standards, Schedule 18.50.315 of the PMC is hereby amended to read as follows.

Schedule 18.50.315: Accessory Dwelling Units and Junior Accessory Dwelling Units – Development Regulations

Unit Classification	JADU	Attached ADU	Detached ADU
Number of Units	1 per lot within <i>the envelope of the primary dwelling that may also have an attached or detached ADU.</i>	1 per lot with a primary <i>dwelling that may also have a JADU.</i> With a multifamily residential use, multiple ADUs within portions of the existing structure that were not used as livable area, to no more than 25 percent of the existing dwelling units on site.	1 per lot with a primary dwelling <i>that may also have a JADU.</i> With a multifamily residential use, up to 2 detached units per lot.
Maximum Unit Size	500 Square Feet	(1.) <i>Statewide Exemption ADU - Up to 800 square feet (not subject to lot coverage or FAR);</i> (2.) <i>ADUs (Not Statewide Exemption) subject to applicable development standards.</i>	(1.) <i>Statewide Exemption ADU- Up to 800 square feet (not subject to lot coverage or FAR);</i> (2.) <i>ADUs (Not Statewide Exemption) subject to applicable development standards. - Maximum 1,200</i>

**Schedule 18.50.315: Accessory Dwelling Units and Junior Accessory Dwelling
Units – Development Regulations**

Unit Classification	JADU	Attached ADU	Detached ADU
		A. Lesser of 50 percent of the primary dwelling floor area, or up to 1,200 square feet; <i>B. Up to 850 square feet regardless of 50% limitation above; and</i> <i>C. Up to 1,000 square feet for more than one bedroom regardless of 50% limitation above.</i>	square feet
Height and Setbacks	Not applicable	(1) Not permitted within any portion of an established front yard, as defined by PMC 18.06.745(B). <i>Except front yard setbacks cannot preclude a Statewide</i>	(1) Not permitted within any portion of an established front yard, as defined by PMC 18.06.745(B). <i>Except front yard setbacks cannot preclude a Statewide</i>

Schedule 18.50.315: Accessory Dwelling Units and Junior Accessory Dwelling Units – Development Regulations

Unit Classification	JADU	Attached ADU	Detached ADU
		<i>Exemption ADU (up to 800 square feet) and must not unduly constrain the creation of all types of ADUs.</i> (2) Minimum 4 feet side, corner side and/or rear yard setback provided the maximum height does not exceed 16 feet with a roof having a pitch of 3:12 or greater. (3) Corner side yard setback may be increased as necessary to maintain a sight distance triangle formed by the intersecting street lines and a line joining points on these street lines at a distance of 30 feet from the intersection of these lines <i>if deemed necessary by traffic division for the line of sight and safety distance requirements for corner yard setbacks.</i>	<i>Exemption ADU (up to 800 square feet) and must not unduly constrain the creation of all types of ADUs.</i> (2) Must be located at least 4 feet from the walls of the primary dwelling unit or an accessory structure. (3) Minimum 4 feet side, corner side and/or rear yard setback, provided the maximum height does not exceed 16 feet with a roof having a pitch of 3:12 or greater. (4) Corner side yard setback may be increased as necessary to maintain a sight distance triangle formed by the intersecting street lines and a line joining points on these street lines at a distance of 30 feet from the intersection of these lines

**Schedule 18.50.315: Accessory Dwelling Units and Junior Accessory Dwelling
Units – Development Regulations**

Unit Classification	JADU	Attached ADU	Detached ADU
			<i>if deemed necessary by traffic division for the line of sight and safety distance requirements for corner yard setbacks.</i>
Height		<i>Up to 25 feet with minimum roof pitch of 3:12;</i>	<i>1.) Up to 16 feet with minimum roof pitch of 3:12;</i> <i>2.) Up to 18 feet with minimum roof pitch of 3:12 within 1/2 mile walking distance of a major transit stop or a high- quality transit corridor, as those terms are defined in Public Resources Code (Section 21155), and additional two feet to accommodate a roof pitch of the accessory</i>

Schedule 18.50.315: Accessory Dwelling Units and Junior Accessory Dwelling Units – Development Regulations

Unit Classification	JADU	Attached ADU	Detached ADU
			<i>dwelling unit that is aligned with the roof pitch of the primary dwelling unit;</i> 3.) Up to 18 feet with minimum roof pitch of 3:12 on a lot with an existing or proposed multi-family, multi-story dwelling.
Exterior Appearance	The junior accessory dwelling unit shall be constructed within the walls of the proposed or existing single-family residence to be compatible with the design of the primary dwelling unit in terms of building materials, colors	The accessory dwelling unit must be compatible with the design of the primary dwelling unit in terms of building materials, colors and exterior finishes and architectural style. The entrance of an attached accessory dwelling unit shall not be visible from the public right-of-way.	The accessory dwelling unit must be in harmony with the primary dwelling unit or convey the appearance of a single-family home.

Schedule 18.50.315: Accessory Dwelling Units and Junior Accessory Dwelling Units – Development Regulations

Unit Classification	JADU	Attached ADU	Detached ADU
	and exterior finishes and architectural style.		
Conversion of an Existing Structure	An accessory structure lawfully established that does not conform to 1 or more of the development standards contained in this section may be converted to an accessory dwelling unit, provided the structure: (a) meets the criteria established in PMC 18.50.310 ; (b) and may be altered up to 150 square feet as not to increase the discrepancy between the existing nonconforming conditions and the standards contained in this section; and (c) any walls within setback areas comply with applicable building and fire codes.		
Building Foundation	Permanent foundation required.		
Unit Access	The separate entrance of an attached junior accessory dwelling unit and may include an interior connection to the single-family dwelling and may be secured by a locking door.	Separate unit access required. The exterior entry shall not be visible from the public right-of-way. If the exterior entry is on the second floor, the stairway shall not be located in the front of the primary dwelling. Interior access between an attached accessory dwelling unit and the primary dwelling may be provided and may be a	Separate unit access required. If the exterior entry is on the second floor, the stairway shall not be located in the front of the primary dwelling.

Schedule 18.50.315: Accessory Dwelling Units and Junior Accessory Dwelling Units – Development Regulations

Unit Classification	JADU	Attached ADU	Detached ADU
		door equipped with a double lock.	
Kitchen Facilities	An efficiency kitchen shall include cooking facilities and a food preparation counter with storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.	Separate kitchen facilities required.	
Sanitation Facilities	A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.	Separate sanitation facilities required.	
Utility Meters	Separate gas and electric meters may be permitted if approved by the chief building official and utility provider.		
Required Parking	No additional parking stalls	1 space ^a or zero ^{b, c}	

Schedule 18.50.315: Accessory Dwelling Units and Junior Accessory Dwelling Units – Development Regulations

Unit Classification	JADU	Attached ADU	Detached ADU
	required.		

- a Required parking space(s) may be in tandem with required parking for the primary dwelling unit.

- b No additional parking shall be required for an accessory dwelling unit which meets one or more of the following: (a) is located within one-half mile of a public transit stop (in such cases, the one-half mile standard shall be based on the actual walking route between the accessory dwelling unit and the transit stop rather than on a straight line between the two points); (b) is located within an architecturally and historically significant historic district; (c) is located entirely within the ***proposed or*** existing primary dwelling or an existing accessory structure and results in no net addition of floor area on the property; (d) when on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; ~~or~~ (e) When there is a car share vehicle located within one block of the accessory dwelling unit; or (f) ***When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or new multifamily dwelling on the same lot, provided that the accessory dwelling unit or parcel satisfies any other criteria listed in this paragraph.***

- c When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, no replacement of off-street parking is required.

SECTION 3. Effective Date. This Ordinance shall be in full force and effective 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 21, 2023, and was adopted and ordered published at a meeting of the City Council held on September 18, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Mayor

ATTEST:

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

SUBJECT: Adoption of a Pittsburg Power Company Resolution Approving the 2022 Annual Power Source Disclosure Report to the California Energy Commission

MEETING DATE: September 18, 2023

EXECUTIVE SUMMARY

State Law, Public Utilities Code Section 398.1(b), requires all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers. The Pittsburg Power Company (PPC) provides electricity retail service on Mare Island, Vallejo in the name of Island Energy (IE) and is required by law to disclose the sources of its energy procurement and sales to its end users on Mare Island. The CEC requires the Governing Board of the Pittsburg Power Company to approve its 2022 Annual Power Source Disclosure Report (PSD Report).

FISCAL IMPACT

Approval of the 2022 Annual Power Source Disclosure Report has no fiscal impact to IE's Enterprise Fund or the City of Pittsburg's General Fund.

RECOMMENDATION

The Governing Board of the Pittsburg Power Company approve the 2022 Annual Power Source Disclosure Report, attests the information contained in the report is true and accurate and the energy that PPC procured was sold once and only once to end use customers on Mare Island, Vallejo.

BACKGROUND

Electricity retail suppliers are required to report the resources or fuel types of power procured and sold in the form of a Power Source Disclosure Report developed by the CEC. The CEC also requires the power source disclosure report to be independently audited. An electricity retail supplier that is a public agency, such as PPC, is not required to comply with the audit requirements if the board of directors of the public agency approves the power

source disclosure report at a public meeting and attests the information contained in the power source disclosure Report is accurate.

SUBCOMMITTEE FINDINGS

The 2022 Annual Power Source Disclosure Report has not been presented to the Pittsburgh Power Subcommittee.

STAFF ANALYSIS

The 2022 Power Source Disclosure Report shows that during calendar year 2022, 25.8% of PPC's annual electricity sales to end use customers was purchased from solar generation, 0.9% from eligible hydroelectric sources, 9.6% from large hydroelectric generation, 4.0% from onsite distributed solar generation and 59.8% from unspecified source. In total, 26.6% of IE's 2022 annual electricity sales to end use customers comes from CEC certified renewable sources. The methodology used in preparation of the 2022 PSD report is consistent with the CEC's filing guidelines.

Due to the increasing regulatory RPS requirements and higher electricity sales to energy customers, Renewable energy procured from the existing renewable energy procurement contract is not sufficient to meet the RPS requirements of compliance period 4 (2021-2023). Island Energy will purchase renewable energy and credits through short-term contracts to help meet the RPS requirement.

The 59.8% purchase from unspecified sources was power purchased from the California energy market and its sources of generation cannot be specified.

The 2022 Power Source Disclosure Report was filed with CEC on May 30, 2023, to meet the reporting deadline of June 1, 2023. In addition, the CEC regulations authorize a public agency electric retail provider that offers only one electricity product to approve submission of an attestation of the veracity of the annual report, in lieu of a requirement to provide a verification from an auditor.

ATTACHMENTS: Resolution
2022 Annual Report of Power Source Disclosure Program

Report Prepared By: Vanessa Xie, Administrative Officer

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Approving the 2022 Annual Power Source)
Disclosure Report to the California Energy)
Commission)

RESOLUTION NO.

WHEREAS, the Pittsburg Power Company ("PPC"), a Joint Powers Authority, provides electricity and natural gas retail service at Mare Island, Vallejo in the name of Island Energy ("IE"); and

WHEREAS, State law and regulations require all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers, and attest that electricity was sold only once to retail customers; and

WHEREAS, PPC, in compliance with the State law (Public Utilities Code 398.1(b)), is disclosing the sources of its energy procurement and sales to its end users on Mare Island, Vallejo; and

WHEREAS, the 2022 Power Source Disclosure Report (PSD Report) was submitted to the CEC on May 30, 2023, to meet the reporting deadline; and

WHEREAS, the CEC regulations authorize a public agency electric retail provider that offers only one electricity product to approve submission of an attestation of the veracity of the annual report, in lieu of a requirement to provide a report from an auditor.

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

1. Approves the 2022 Power Source Disclosure Report and attests to the veracity of said report.
2. Attests that the energy procured by Island Energy was sold once and only once to end use customers on Mare Island, Vallejo.

PASSED AND ADOPTED by the Governing Board of the Pittsburgh Power Company
at a regular meeting on the 18th day of September 2023 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Shanelle Scales-Preston, Chair

ATTEST:

Garrett Evans, Executive Secretary

2022 POWER SOURCE DISCLOSURE ANNUAL REPORT

For the Year Ending December 31, 2022

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
Pittsburg Power Company	
ELECTRICITY PORTFOLIO NAME	
Electricity Retail Service	
CONTACT INFORMATION	
NAME	Vanessa Xie
TITLE	Administrative Officer
MAILING ADDRESS	995 Walnut Ave.
CITY, STATE, ZIP	Vallejo, CA 94592
PHONE	9252524097
EMAIL	Vxie@Pittsburgca.gov
WEBSITE URL FOR PCL POSTING	www.islandenergy.com

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.

DIRECTLY DELIVERED RENEWABLES

[illegible]

Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
											#N/A		
											#N/A		
											#N/A		
END USES OTHER THAN RETAIL SALES													
Self Consumption	MWh												
	33,277												

[illegible]

2022 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 3: POWER CONTENT LABEL DATA
For the Year Ending December 31, 2022
(RETAIL SUPPLIER NAME)
(ELECTRICITY PORTFOLIO NAME)

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	7,053	26.6%
Biomass & Biowaste	-	0.0%
Geothermal	-	0.0%
Eligible Hydroelectric	227	0.9%
Solar	6,826	25.8%
Wind	-	0.0%
Coal	-	0.0%
Large Hydroelectric	2,548	9.6%
Natural gas	-	0.0%
Nuclear	-	0.0%
Other	1,059	4.0%
Unspecified Power	15,829	59.8%
Total	26,489	100.0%

Total Retail Sales (MWh)	26,489
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GHG Emissions Intensity (converted to lbs CO₂e/MWh)	564
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Percentage of Retail Sales Covered by Retired Unbundled RECs	0.0%
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ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8 or A23.
In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

		Bonneville Power Administration		
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar	0.00	-
		Wind		-
		Coal		-
		Large hydroelectric	0.84	-
		Natural gas		-
		Nuclear	0.11	-
		Other	0.01	-
		Unspecified Power	0.04	-

		Tacoma Power		
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.89	-
		Natural gas		-
		Nuclear	0.06	-
		Other		-
		Unspecified Power	0.05	-

**2022 POWER SOURCE DISCLOSURE ANNUAL REPORT
ATTESTATION FORM****For the Year Ending December 31, 2022****(RETAIL SUPPLIER NAME)****(ELECTRICITY PORTFOLIO NAME)**

I, [print name] Vanessa Xie,
[title] Administrative Analyst, declare under penalty of perjury, that the information
provided in this report is true and correct and that I, as an authorized agent of [retail supplier],
Pittsburg Power Company, have authority to submit this report on the retail
supplier's behalf. I further declare that all of the electricity claimed as specified purchases
as shown in this report was sold once and only once to retail customers.

Name: Vanessa Xie

Representing (Retail Supplier): Pittsburg Power Company

Signature: [Signature]

Dated: 5/30/2023

Executed at: 995 Walnut Ave. Vallejo CA 94592