CITY OF PITTSBURG
AGENDA

NOVEMBER 06, 2023

CITY OF PITTSBURG MARINA CENTER
340 MARINA BOULEVARD, PITTSBURG, CA
PLEASE NOTE VENUE CHANGE DUE TO COUNCIL CHAMBER REMODEL

SPECIAL MEETING – PUBLIC FINANCING AUTHORITY OF THE PITTSBURG ENHANCED INFRASTRUCTURE FINANCING DISTRICT
6:00 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.

6:00 PM - SPECIAL MEETING - PUBLIC FINANCING AUTHORITY OF THE PITTSBURG ENHANCED INFRASTRUCTURE FINANCING DISTRICT

ROLL CALL

PUBLIC COMMENTS

CONSIDERATION

1. Adoption of a Public Financing Authority Resolution to a) Adopt the By-Laws of the Pittsburg Enhanced Infrastructure Financing District and b) Direct Staff to Prepare the Infrastructure Financing Plan for the Pittsburg Enhanced Infrastructure Financing District

   The City Council approved the structure of a Public Financing Authority (PFA) for the Pittsburg Enhanced infrastructure Financing District (EIFD) on October 16, 2023. The PFA will consider adoption of by-laws and directing staff to begin preparation of a plan for financing of infrastructure enhancements funded by the EIFD.

ADJOURN TO REGULAR MEETING

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

2. Veterans Day

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 particiapte). (No Action Required)

PUBLIC HEARING

3. Introduction and Waive First Reading of Three Ordinances Terminating Development Agreements Between the City of Pittsburg and 1) SEECON Built Homes, Inc. for the Greystone Place Project, 2) Discovery Homes, Inc. for the Belle Harbor (Waterstone) Subdivision Project, and 3) Forecast Land Development LLC for the Liberty Subdivision Project

   In May 2023, staff conducted an annual review of compliance for Development Agreements and concluded that the Greystone Place, Belle Harbor, and Liberty Subdivision residential projects have been fully constructed, all conditions of approval have been satisfied and that the Development Agreements can be terminated. State law requires Development Agreements to be terminated by using the same procedure to enter into the agreement.

CONSIDERATION

4. Adoption of a City Council Resolution Adopting the City of Pittsburg Sustainability Plan

   The City of Pittsburg Sustainability Plan (Plan) is a living document that was designed to engage, excite, and empower the community to take incremental steps towards a healthier, more sustainable future. In alignment with Senate Bill (SB) 1000, the Plan establishes emissions reduction targets that align with goals set by California for 2030 as required by SB 32 and 2045, and Assembly Bill (AB) 1279. This Plan will serve as a first step towards reducing greenhouse gas (GHG) emissions in Pittsburg and establish practices the community can implement that are practical and result in real, positive change.

5. Adoption of a City Council Resolution Approving a Rate Increase Requested by Contra Costa Waste Service, Inc. for the Operation of the Recycling Center and Transfer Station

   Contra Costa Waste Service, Inc.(Operator) operates the Recycling Center and Transfer Station (RCTS) on Loveridge Road under a Franchise Agreement (Agreement) between Contra Costa Waste Service and the City of Pittsburg. The Agreement requires that the Operator obtain City Council approval prior to increasing the authorized mixed waste rate charged at the RCTS as well as any proposed annual Consumer Price Index (CPI) over 4%. The Operator has requested a CPI increase of 5.69% effective January 1, 2024.

6. Adoption of a City Council Resolution Accepting Plans and Specifications and Authorize Award of Project 2050 Safe Routes to School

   Project 2050 Safe Routes to School (the “Project”) will improve safety at five school crossings by installing rectangular rapid flashing beacons (RRFBs). If adopted, this resolution will accept the project plans and specifications, allocate additional funds, and award a construction contract to St. Francis Electric, LLC.

7. Adoption of a Minute Order of a City Council Recess for Winter Months

   Historically, the City Council takes a recess during the winter months to allow for both staff and Council vacations during the holiday season and to accommodate the City's Winter Closure.

CONFLICT OF INTEREST STATEMENT

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

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

8. Minutes of October 2, 2023 and October 16, 2023

9. Adoption of a City Council Resolution Authorizing the City Manager to Execute an Amendment to the Consulting Services Agreement between the City of Pittsburg and R.E.Y. Engineers, Inc.

   The City has a Consultant Agreement (Agreement) with R.E.Y. Engineers, Inc. (R.E.Y.) for 90% design of the Central Harbor Park (Park) and Boat Launch Facility (BLF) Upgrade Project (Project). The City has been awarded grant funds to implement the Project and requires 100% design, bid support, and engineering services for implementation.

10. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consultant Services Agreement for Construction Management Services for Project 5067 Water Treatment Plant Filter Improvements and Hypochlorite Conversion

    The Water Treatment Plant Filter Improvements and Hypochlorite Conversion Project ("the Project") is currently under design to include construction of new dual media filters, hypochlorite conversion and replacement of deteriorated piping and installation of new piping. This resolution will authorize the execution of a Consulting Services Agreement with Tanner Pacific, Inc. for $3,684,230 to provide Construction Management services during construction.

11. Adoption of a City Council Resolution Authorizing Execution of a Contract with Western States Oil for Bulk Gasoline Services

    The City has various departments that require large quantities of fuel to carry out their responsibilities to maintain operations. Staff recommends authorizing execution of a fuel supply contract pursuant to an exception in the purchasing policy. If approved, the resolution will authorize a contract with Western States Oil of San Jose for a period of one year.

12. Adoption of a City Council Resolution Accepting the Plans and Specifications, Allocating Additional Funds, and Awarding Project 5080—HDPE Water Main Reducer Emergency Repair

    Project, 5080—HDPE Water Main Reducer Emergency Repair (the “Project”) will repair a section of water main pipe that failed at a transition from a 20” ductile iron valve to an 18” HDPE main at the intersection of Buchanan Road and Quercus Lane. If adopted, this resolution will accept the project plans and specifications, allocate additional funds, and authorize the City Manager to award a construction contract to Gold Coast Pipelines, Inc.

13. Adoption of a City Council Resolution Approving the Fifth Amendment to the Exclusive Negotiating Rights Agreement (ENRA) with Discovery Builders, Inc., for Development at Stoneman Park

    On December 15, 2008, the City Council adopted Resolution No. 08-11133, approving an ENRA between the City and Discovery Builders, Inc. (the “Developer”) to evaluate the potential for development of City-owned property in the area of Stoneman Park, at the southern terminus of John Henry Johnson Parkway (“Property”). This Fifth Amendment would extend the ENRA term for 20 years from the date of execution in order to allow both parties additional time need to study the development potential of the Property and evaluate a potential exchange of land, as well as possible necessary interaction with the Department of General Services.

14. Adoption of an Ordinance Amending the Zoning Map for the LMK Petro Project from RS-6 to CC and adopting specific land use and development regulations

    On October 2, 2023, the City Council held a public hearing on the appeal by Shashi Sharma of the Planning Commission's Determination to Not Recommend for City Council Approval of the LMK Petro Project. The Council voted 3-0-1 to introduce and waive further reading of Ordinance No. 23-1511, to change the zoning of the property for the LMK Petro Project from RS-6 to CC and adopt specific land use and development regulations.

15. Adoption 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

    On October 2, 2023, the City Council held a public hearing on a City-initiated request for adoption 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. The City Council introduced and waived further reading of two Ordinances approving the Objective Design Standards 2023 Project. The Ordinance is now ready for City Council adoption.

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 NOVEMBER 20, 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

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Shanelle Scales-Preston / Jelani Killings Alt.	Standing	Annual		G. Evans
Delta Diablo*	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2nd Wednesday	4:30 pm	J. Samuelson
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alt.	Standing	4th Monday Bi-Monthly	2:00 pm	J. Davis
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	2nd 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

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
East Bay League of Calif. Cities	Shanelle Scales-Preston / Jelani Killings Alt.	Standing	3rd 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	1st Thursday	6:30 pm	G. Evans
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Dionne Adams Alt.	Standing	2nd Thursday Quarterly	4:00 pm	M. Aliotti
Pittsburg Police Activities League (PAL)	Shanelle Scales-Preston & Angelica Lopez / Dionne Adams Alt.	Standing	Monthly		S. Albanese

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
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

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Public Financing Authority Resolution to a) Adopt the By-Laws of the Pittsburg Enhanced Infrastructure Financing District and b) Direct Staff to Prepare the Infrastructure Financing Plan for the Pittsburg Enhanced Infrastructure Financing District

MEETING DATE: November 6, 2023

EXECUTIVE SUMMARY

The City Council approved the structure of a Public Financing Authority (PFA) for the Pittsburg Enhanced infrastructure Financing District (EIFD) on October 16, 2023. The PFA will consider adoption of by-laws and directing staff to begin preparation of a plan for financing of infrastructure enhancements funded by the EIFD.

FISCAL IMPACT

There is no fiscal impact resulting from the recommended actions.

RECOMMENDATION

Approve the resolution that will adopt by-laws for the Pittsburg Enhanced Infrastructure Financing District (EIFD) and direct staff to prepare the Infrastructure Financing Plan (IFP) for the Pittsburg Enhanced Infrastructure Financing District.

BACKGROUND

On September 18, 2023, the Pittsburg City Council adopted a Resolution of Intent (ROI) to form an EIFD. The adoption of this ROI formally kicked off the EIFD formation process. One of the first significant steps in forming an EIFD is to form a Public Financing Authority (PFA), whose role is to oversee the financing and activities conducted by the EIFD. The City Council approved of the structure of the PFA on October 16, 2023. The structure of the PFA is comprised of the Mayor, the Vice-Mayor, one (1) City Council member serving on the Finance and Administration Subcommittee, or if the Mayor and Vice Mayor both serve on the Subcommittee, any other member of the City Council as selected by the Mayor; the City Treasurer; one (1) additional member of the public recommended by the City Council.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

The PFA is responsible for implementing and overseeing the IFP, which will be the governing document as to how funds raised by the EIFD will be allocated. By authorizing the preparation, staff and the City's consultant will begin to draft the IFP with the goal of distributing a draft and holding an initial public meeting to present the IFP in January 2024. This initial public meeting would then be followed by three public hearings that the PFA must hold to adopt the IFP and form the EIFD.

While by-laws are not a requirement, staff recommends that the PFA adopt this set of by-laws to help govern the actions and activities of the PFA. Staff worked with the consultant and the City Attorney's office to develop these proposed by-laws, which are consistent with by-laws utilized for other EIFDs across California.

ATTACHMENTS: Resolution
Public Financing Authority By-Laws

Report Prepared By: Robert Carrera, Economic Development Manager

BEFORE THE PUBLIC FINANCING AUTHORITY OF THE PITTSBURG ENHANCED INFRASTRUCTURE FINANCING DISTRICT

In the Matter of:

Adopting By-laws for the Public Financing Authority Board of the Pittsburg Enhanced Infrastructure Financing District and Directing Staff to Prepare the Infrastructure Financing Plan	)))))	RESOLUTION NO. 23-

WHEREAS, the City Council of the City of Pittsburg adopted a Resolution of Intent to form an Enhanced Infrastructure Financing District (EIFD) on September 18th, 2023; and

WHEREAS, the City Council of the City of Pittsburg approved the make-up of the Public Financing Authority (PFA) on October 16th, 2023; and

WHEREAS, 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; and

WHEREAS, the Public Financing Authority Board of the Pittsburg Enhanced Infrastructure Financing District held its first meeting on November 6th, 2023; and

WHEREAS, the PFA is responsible for implementing and overseeing the Infrastructure Financing Plan (IFP), the governing document for EIFD activities.

NOW, THEREFOREBE IT RESOLVED that the Board of the Public Financing Authority of the Pittsburg Enhanced Infrastructure Financing District adopts the attached bylaws and directs staff to prepare an Infrastructure Financing Plan.

PASSED AND ADOPTED by the Public Financing Authority Board of the Pittsburg Enhanced Infrastructure Financing District at a regular meeting on the 6th day of November, 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Shanelle Scales-Preston, Chair

ATTEST:

_____
Melaine Venenciano, Board Secretary

BYLAWS OF THE PUBLIC FINANCING AUTHORITY OF THE PITTSBURG ENHANCED INFRASTRUCTURE FINANCING DISTRICT

ARTICLE I – THE PUBLIC FINANCING AUTHORITY

Section 1. Name of Public Financing Authority. The name of the governing body for the Pittsburg Enhanced Infrastructure Financing District (EIFD) is the "Public Financing Authority of the Pittsburg Enhanced Infrastructure Financing District" ("Authority").

Section 2. Participating Entities. The initial taxing entity participating in the Public Financing Authority is the City of Pittsburg ("City").

Section 3. Purpose. The Public Financing Authority is a body formed and operating under Government Code Section 53398.50 *et seq.* The primary purpose of the Authority is to finance public facilities, remediation, affordable housing, and other projects as authorized under Government Code, Title 5, Div. 2, Part 1, Chapter 2.99 Enhanced Infrastructure Financing District (Sections 53398.50 to 53398.88).

Section 4. Office. The office of the Public Financing Authority shall be at Pittsburg City Hall, 65 Civic Avenue, Pittsburg, California 94565.

ARTICLE II – GOVERNING BODY

Section 1. Membership. The Authority shall consist of a Board of Directors (collectively, the "Authority Board" or individually, "Directors") comprised of the Mayor and Vice Mayor of the City of Pittsburg; one City Councilmember serving on the Finance and Administration Subcommittee, or if the Mayor and Vice Mayor both serve on the Subcommittee then any other member of the City Council as selected by the Mayor; the City Treasurer; and one member of the public appointed by the City Council. The member of the public with respect to the City shall be appointed by a majority vote of the City Council and shall serve at the pleasure of the Council and until their successor assumes office.

Section 2. Additional Participating Entities. The composition of the Board of Directors shall be amended if an additional taxing entity agrees to participate in the EIFD.

Section 3. Board Authority. The Board of Directors shall be vested with all powers and authority as specified in California Government Code Section 53398.50 *et seq* and any other applicable statutes or regulations which may be adopted.

Section 4. Avoiding Conflicts of Interest. Each member of the Board of Directors shall comply with the reporting requirements of the Political Reform Act, Government Code Section 81000 *et seq* and its implementing regulations as adopted by the Fair Political Practices Commission.

Section 5. Authority Board Role and Compensation. The Authority Board is responsible for overall policy and direction of the District and delegates responsibility of day-to-day operations to staff of the City. Directors shall receive no compensation for their service on the Authority Board, but may receive reimbursement for actual and necessary expenses incurred in the performance of their official duties pursuant to Government Code Section 53398.51.1(c) and "The Reimbursement and Ethics Training Policy for City Officials." The Policy is on file in the City of Pittsburg City Clerk's Office and incorporated by reference.

Section 6. Vacancies. When a vacancy on the Authority Board exists, the Chair of the Authority Board shall notify the Pittsburg City Manager and request that a replacement be approved to fill the vacancy. Vacancies of public members shall be filled in compliance with Government Code Section 54974.

Section 7. Resignation. Resignation from the Authority Board must be in writing and received by the Secretary and delivered to the City Council.

ARTICLE III – OFFICERS

Section 1. Officers. The officers of the Public Financing Authority shall be a Chair, Vice-Chair, and Secretary.

Section 2. Chair. The Chair shall be the then current Mayor of the City of Pittsburg. The Chair shall preside at all meetings of the Public Financing Authority. The Chair shall sign resolutions and other similar instruments made by the Public Financing Authority.

Section 3. Vice-Chair. The Vice-Chair shall be the then current Vice Mayor of the City of Pittsburg. The Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair.

Section 4. Secretary. The Secretary shall be the Director of Records and Council Services or similar position as designated by the Executive Director. The Secretary shall keep the records of the Public Financing Authority, shall act as Secretary of the meetings of the Board of Directors and record all votes, and shall keep a record of the proceedings of the Public Financing Authority in the form of minutes to be kept for such purpose, and shall perform all duties incident to the office of Secretary. The Secretary may attest to signatures of other officers of the Public Financing Authority.

Section 5. Executive Director. The Executive Director shall be the then current City Manager of the City of Pittsburg. The Executive Director and/or his/her designee(s) shall conduct day-to-day administration of the Public Financing Authority's business and affairs, subject to the direction of the Board of Directors. The Executive Director shall sign contracts and other instruments made by the Public Financing Authority.

Section 6. Additional Duties. The officers of the Public Financing Authority shall

perform such other duties and functions as may from time to time be required by the Public Financing Authority or these Bylaws or by resolution, rules, and regulations or by motion of the Board of Directors.

ARTICLE IV – MEETINGS

Section 1. Regular Meetings. A regular meeting of the Board of Directors shall be held the first Monday of November in 2023 and thereafter on first Monday of the months of May and November, at 6:00 p.m.

Section 2. Special Meetings. Special meetings may be called in accordance with the Ralph M. Brown Act.

Section 3. Location of Meetings. All meetings of the Board of Directors shall be held in the Council Chambers of Pittsburg City Hall, located at 65 Civic Avenue, Pittsburg, California 94565.

Section 4. Applicability of Ralph M. Brown Act. Meetings of the Public Financing Authority shall be held, notice given, and the business of the Public Financing Authority conducted, all as provided in the Ralph M. Brown Act, pursuant to Government Code Sections 54950 *et seq.*

Section 5. Quorum. Three (3) members of the Board of Directors shall constitute a quorum for the purpose of conducting its business, exercising its powers, and for all other legal purposes. A majority vote of the total membership of the Board of Directors is required for the Board of Directions to take action.

Section 6. Manner of Voting. The manner of voting on resolutions and on other matters shall be as prescribed by the Chair.

Section 7. Parliamentary Procedure. Except as provided herein, other rules adopted by the Board and applicable provisions of state law, the procedures of the Board will be guided by Rosenberg's Rules of Order. Failure to follow the parliamentary rules of procedure set forth in Rosenberg's Rules of Order shall not invalidate any action taken by the Board.

Section 8. Public Participation. Members of the public may address the Board. A person requesting to address the Board will be allowed a total of three minutes per item. The Chair may, in his or her sole discretion, subject to action by a majority of the Board, choose to limit or increase public testimony as necessary to ensure the Board's ability to conduct its business in a reasonably efficient manner.

ARTICLE V – AMENDMENTS

Section 1. Amendments to Bylaws. The Bylaws of the Public Financing Authority may be amended by a majority vote of the Public Financing Authority Board of

Directors.

ARTICLE VI – EXPENSES

Section 1. EIFD Expenses. All of the City expenses incurred in forming the EIFD and administrating the EIFD may be paid by funds of the EIFD so long as such expenses are permitted under applicable laws.

CERTIFICATION

These Bylaws of the Public Financing Authority of the Pittsburg Enhanced Infrastructure Financing District were approved at a meeting of the Authority Board by a majority vote on November 6, 2023.

_____ _____

Secretary Date

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

VETERANS DAY
NOVEMBER 11, 2023

WHEREAS, the contributions and sacrifices of the people who served in the Armed Forces have been vital in maintaining our freedoms and way of life; and

WHEREAS, tens of millions of Americans have served in the Armed Forces of the United States during the past century; and

WHEREAS, hundreds of thousands of Americans have given their lives while serving in the Armed Forces; and

WHEREAS, our veterans are brave and selfless individuals who, when called for duty, willingly put themselves in harm's way to defend the lives and liberty of others; and

WHEREAS, their abiding patriotism and enduring devotion to the ideals on which the United States is founded continuous to inspire us; and

WHEREAS, honorable service performed in the defense of our nation in time of war is the highest form of citizenship; and

WHEREAS, the United States Congress has designated the eleventh day of November of each year as Veterans Day; and

WHEREAS, we are eternally grateful for the contributions of American veterans to the advancement of the cause to have honorable world peace.

NOW, THEREFORE, I, Shanelle Scales-Preston, on behalf of the City Council of the City of Pittsburg, do hereby proclaim November 11, 2023 as Veterans Day in the City of Pittsburg and encourage all citizens to observe the day with appropriate ceremonies in honor of those who have served and are serving to preserve the principles of justice, freedom and democracy.

Shanelle Scales-Preston

Shanelle Scales-Preston, Mayor

Alice E. Evenson

Alice E. Evenson, City Clerk
ATTEST: November 6, 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: Introduction and Waive First Reading of Three Ordinances Terminating Development Agreements Between the City of Pittsburg and 1) SEECON Built Homes, Inc. for the Greystone Place Project, 2) Discovery Homes, Inc. for the Belle Harbor (Waterstone) Subdivision Project, and 3) Forecast Land Development LLC for the Liberty Subdivision Project.

MEETING DATE: November 6, 2023

EXECUTIVE SUMMARY

In May 2023, staff conducted an annual review of compliance for Development Agreements and concluded that the Greystone Place, Belle Harbor, and Liberty Subdivision residential projects have been fully constructed, all conditions of approval have been satisfied and that the Development Agreements can be terminated. State law requires Development Agreements to be terminated in compliance with procedures established by the City Council.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

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, three ordinances terminating the Development Agreements between the City of Pittsburg and 1) SEECON Built Homes, Inc. for the Greystone Place Project; 2) Discovery Homes, Inc. for the Belle Harbor (Waterstone) Subdivision Project; and 3) Forecast Land Development LLC for the Liberty Subdivision Project.

BACKGROUND

Greystone Place Project

On October 5, 2015, SEECON Built Homes, Inc. entered into a Development Agreement (DA) with the City of Pittsburg to develop the "Greystone Place" project located on Harbor Street between Atlantic Avenue and Stoneman Avenue. The project involved a subdivision that entailed 38 single-family residential lots ranging from 3,174 to 5,273 square feet in area and construction of new single-family homes on each lot in the RM (Medium-Density Residential).

Belle Harbor (Waterstone) Subdivision Project

On July 22, 2016, Discovery Homes, Inc., entered into a DA with the City of Pittsburg to develop the Belle Harbor (Waterstone) Subdivision project located at 500 School Street, at the southeast corner of Harbor Street and School Street. The project entailed: 1) a rezoning of a 7.22-acre site from GQ (Government/Quasipublic) District to PD (Planned Development) District; 2) the subdivision of the site into 82 single family residential lots ranging from 2,001 square feet (sq. ft.) to 5,308 sq. ft. in area, as well as a 12,420 sq. ft. open space/stormwater detention area and tot lot; 3) a Development Agreement; and 4) design review of architectural and landscape plans. Assessor's Parcel No. 073-121-001.

Liberty Subdivision Project

On June 29, 2018, Forecast Land Investment, LLC, a California Limited liability company (Developer) entered into a Development Agreement (DA) with the City of Pittsburg to develop the "Liberty Subdivision" project located at 350 Central Avenue (south of the intersection of Central Avenue and Moose Way). The project entailed a 57-unit, single-family development on a 4.98-acre site located in the CS (Service Commercial) and RS-5 (Single-Family Residential) districts. The requested approvals included: 1) a General Plan map amendment to change the site's land use designation to 'Medium Density Residential'; 2) a zoning map amendment to rezone the site to PD (Planned Development) District; 3) a development agreement; 4) a vesting tentative map to subdivide the property; 5) design review; and 6) a tree removal permit.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

Termination of Development Agreements (DA's)

The DA's as discussed above stipulated that the terms of the agreement shall commence upon the effective date and continue for a period of ten (10) years, however at such time as Developer has complied with all conditions in the agreement and upon the City Manager's written authorization, the agreement shall terminate and be of no effect between the parties.

An annual review of DA's conducted by staff in May of 2023 concluded that the Developers have completed construction of the projects and have fully complied with all project conditions of approval and DA requirements. The City has provided notice of the City Manager's intention to terminate the agreements and recommends approving the attached ordinances. The developer(s) concur(s) with the proposed action.

ATTACHMENTS:

1. Ordinances (Terminating DAs)
    a. Greystone Place Project
    b. Belle Harbor (Waterstone) Subdivision Project
    c. Liberty Subdivision Project

Report Prepared By: Maurice Brenyah-Addow, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Terminating a Development)
Agreement with Seecon Built) ORDINANCE NO. 23-
Homes Inc. for Greystone Place)

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, State law at California Government Code Section 65864 *et seq*. ("Development Agreement Statutes") authorizes and governs development agreements ("DAs") between certain public entities and developers of private property within a public entity's jurisdiction; and

WHEREAS, a Development Agreement between the City of Pittsburg, California, and Seecon Built Homes Inc., was executed on October 5, 2015, to develop the "Greystone Place" project located on Harbor Street between Atlantic Avenue and Stoneman Avenue; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration, approval, amendment, and termination of development agreements; and

WHEREAS, Government Code Section 65865.1 requires cities to conduct a periodic review of active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has complied in good faith with, and fully performed, the terms and conditions of the Development Agreement, the City may terminate the agreement; and

WHEREAS, the last periodic review of the Greystone Place Project Development Agreement was conducted, and on May 1, 2023, the City Council determined that the developer was in compliance with the terms of the Development Agreement; and

WHEREAS, on or prior to October 27, 2023, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a "Notice of Public Hearing" for the November 6, 2023, public hearing on this item was posted at City Hall; was delivered to the Pittsburg Library; was noticed in the East County Times.

A copy of the notice was also placed on the “Public Notices” page of the city website on October 27, 2023. The notice was also posted on www.nextdoor.com (“Nextdoor”); and

WHEREAS, on November 6, 2023, the City Council held a duly noticed public hearing on the Ordinance Terminating a Development Agreement with Seecon Built Homes Inc for the Greystone Place Project.

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 incorporated by reference.

B. Based on the City Council Staff Report dated November 6, 2023, and entitled, “Introduction of an Ordinance Terminating a Development Agreement Between the City of Pittsburg and SEECON Built Homes, Inc. for the Greystone Place Project”, and based on all written and oral testimony presented at the meeting, the City Council finds that the Developer has completed the project and fully complied with all relevant terms and conditions and therefore the DA can be terminated.

SECTION 2. Termination. The Development Agreement Between the City of Pittsburg, California and SEECON Built Homes, Inc. for the Greystone Place Project is hereby terminated.

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

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

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

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on November 6, 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:

Terminating a Development Agreement with Discovery Homes Inc. for the Belle Harbor (Waterstone) Subdivision Project	))))	ORDINANCE NO. 23-

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, State law at California Government Code Section 65864 *et seq*. ("Development Agreement Statutes") authorizes and governs development agreements ("DAs") between certain public entities and developers of private property within a public entity's jurisdiction; and

WHEREAS, a Development Agreement between the City of Pittsburg, California and Discovery Homes, Inc., was executed on July 22, 2016, to develop the "Belle Harbor (Waterstone) Subdivision" project located at 500 School Street, at the southeast corner of Harbor Street and School Street; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration, approval, amendment, and termination of development agreements; and

WHEREAS, Government Code Section 65865.1 requires cities to conduct a periodic review of active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has complied in good faith with, and fully performed, the terms and conditions of the Development Agreement, the City may terminate the agreement; and

WHEREAS, the last periodic review of the Belle Harbor (Waterstone) Subdivision Development Agreement was conducted, and on May 1, 2023, the City Council determined that the developer was in compliance with the terms of the Development Agreement; and

WHEREAS, on or prior to October 27, 2023, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a "Notice of Public Hearing" for the November 6, 2023, public hearing on this item was posted at City Hall; was delivered to the Pittsburg Library; was noticed in the East County Times.

A copy of the notice was also placed on the “Public Notices” page of the city website on October 27, 2023. The notice was also posted on www.nextdoor.com (“Nextdoor”); and

WHEREAS, on November 6, 2023, the City Council held a duly noticed public hearing on the Ordinance Terminating a Development Agreement with Discovery Homes Inc for the Belle Harbor (Waterstone) Subdivision Project.

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 incorporated by reference.

B. Based on the City Council Staff Report dated November 6, 2023, and entitled, “Introduction of an Ordinance Terminating a Development Agreement Between the City of Pittsburg and Discovery Homes, Inc. for the Belle Harbor (Waterstone) Subdivision project, and based on all written and oral testimony presented at the meeting, the City Council finds that the Developer has completed the project and fully complied with all relevant terms and conditions and therefore the DA can be terminated.

SECTION 2. Termination. The Development Agreement Between the City of Pittsburg, California and Discovery Homes, Inc. for the Belle Harbor (Waterstone) Subdivision project is hereby terminated.

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

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

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

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on November 6, 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:

Terminating a Development Agreement with Forecast Land Development LLC for the Liberty Subdivision Project	ORDINANCE NO. 23-

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, State law at California Government Code Section 65864 *et seq*. ("Development Agreement Statutes") authorizes and governs development agreements ("DAs") between certain public entities and developers of private property within a public entity's jurisdiction; and

WHEREAS, a Development Agreement between the City of Pittsburg, California and Forecast Land Investment, LLC, was executed on June 28, 2018, for the Liberty Subdivision project located at 350 Central Avenue (south of the intersection of Central Avenue and Moose Way); and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration, approval, amendment, and termination of development agreements; and

WHEREAS, Government Code Section 65865.1 requires cites to conduct a periodic review of active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has complied in good faith with and fully performed, the terms and conditions of the Development Agreement, the City may terminate the agreement; and

WHEREAS, the last periodic review of the Liberty Subdivision Development Agreement was conducted, and on May 1, 2023, the City Council determined that the developer was in compliance with the terms of the Development Agreement; and

WHEREAS, on or prior to October 27, 2023, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a "Notice of Public Hearing" for the November 6, 2023, public hearing on this item was posted at City Hall; was delivered to the Pittsburg Library; was noticed in the East County Times.

A copy of the notice was also placed on the “Public Notices” page of the city website on October 27, 2023. The notice was also posted on www.nextdoor.com (“Nextdoor”); and

WHEREAS, on November 6, 2023, the City Council held a duly noticed public hearing on the Ordinance Terminating a Development Agreement with Forecast Land Development LLC for the Liberty Subdivision Project.

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 incorporated by reference.

B. Based on the City Council Staff Report dated November 6, 2023, and entitled, “Introduction of an Ordinance Terminating a Development Agreement Between the City of Pittsburg and Forecast Land Development LLC for the Liberty Subdivision” Project, and based on all written and oral testimony presented at the meeting, the City Council finds that the Developer has completed the project and fully complied with all relevant terms and conditions and therefore the DA can be terminated.

SECTION 2. Termination. The Development Agreement Between the City of Pittsburg, California and Forecast Land Development LLC for the Liberty Subdivision Project is hereby terminated.

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

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

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

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on November 6, 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

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 Adopting the City of Pittsburg Sustainability Plan

MEETING DATE: November 6, 2023

EXECUTIVE SUMMARY

The City of Pittsburg's Sustainability Plan (Plan) is a living document that was designed to engage, excite, and empower the community to take incremental steps towards a healthier, more sustainable future. In alignment with Senate Bill (SB) 1000, the Plan establishes emissions reduction targets that align with goals set by California for 2030 as required by SB 32 and 2045, and Assembly Bill (AB) 1279. This Plan will serve as a first step towards reducing greenhouse gas (GHG) emissions in Pittsburg and establish practices the community can implement that are practical and result in real, positive change.

FISCAL IMPACT

There is no fiscal impact to the General Fund to certify and adopt this Plan. However, staff anticipates associated costs with implementation of the specific goals and actions. Anticipated cost estimates for each goal are provided as a range in Section 3, GHG Reduction Strategy. For each goal, the cost estimate focuses on both internal costs (municipal-focused) and external costs (community-focused) and provides insight into the variability of these costs. It is also important to keep in mind that doing nothing to prepare for and mitigate climate change will also carry a cost.

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution adopting the Plan.

BACKGROUND

California is recognized globally as a leader on climate change, having established a variety of ambitious Green House Gases (GHG) reduction targets and associated strategies. The primary legislation that has driven statewide GHG emissions reductions are Executive Order (EO) S-3-05, AB 32, EO B-30-15, SB 32, EO B-55-18, and most recently AB 1279. Signed in 2005, EO S-3-05 established statewide GHG emission reduction targets to achieve long-

term climate stabilization as follows: by 2020, reduce GHG emissions to 1990 levels and by 2050, reduce GHG emissions to 80 percent below 1990 levels. In 2018, the goals of EO S-3-05 were accelerated by EO B-55-18, which established a goal of achieving carbon neutrality by 2045 and was codified by AB 1279. Carbon neutrality refers to emitting net zero carbon emissions, which can be achieved by either eliminating all GHG emissions, or balancing carbon emissions with carbon removal and sequestration.

In 2008, the City made a commitment to sustainability by completing an emissions inventory for data year 2005 as a first step in complying with the International Council for Local Environmental Initiatives (ICLEI) Local Governments for Sustainability's Cities for Climate Protection Program recommendations. Pittsburg and fifteen other Contra Costa City Climate Leaders (4CL) cities joined this ICLEI program in 2007 to foster regional GHG reduction. The 2005 baseline inventory accounted for five community sources—industry, transportation, commercial energy, residential energy, and waste—and six municipal sources—water, facility energy, vehicle fleet, employee commutes, streetlights, and waste. In 2019, the City furthered this commitment by completing an updated (2016) emissions inventory, which was structured to reflect the sectors accounted for in 2005 to provide an accurate comparison of changes in emissions in the 11 intervening years.

Other initiatives by the City to reduce GHG include the adopted 2020 Pittsburg Moves Active Transportation Plan, which envisions Pittsburg as the most bicycle and pedestrian friendly community in East Contra Costa County. The City also provides community resources on climate action planning and sustainability on the City's website.

On October 24, 2023, the Planning Commission considered and recommended the Plan for adoption by the City Council.

SUBCOMMITTEE FINDINGS

Staff presented updates to the public engagement efforts conducted for Plan development to the Economic Development and Waterfront Subcommittee on March 9, 2023, which was met with subcommittee support.

STAFF ANALYSIS

Due to the systemic nature of climate change, relying on voluntary, individual actions will not be enough to reduce GHG emissions in a significant way. However, that does not derail the progress of each person's individual actions, which could collectively result in real change. Local governments across the United States are stepping up as leaders of climate action and innovation. Reducing GHG emissions is going to require real change, and communities like Pittsburg are perfectly situated to begin implementing new solutions to reduce GHG emissions in their local municipalities.

Making meaningful progress towards reducing Pittsburg's GHG emissions starts with the leadership of City government, through strong actions like providing permit incentives and developing equitable outreach programs that spur change in the community. There is a wealth of opportunities for the City to take action to improve the community while also reducing its GHG emissions. It is important to take advantage of these types of opportunities so real momentum can be built upon, and Pittsburg can establish a path towards the 2030 GHG emission reduction targets.

The Plan is the City's roadmap to work towards the established 2030 target which is consistent with the State's goal to reduce GHG emissions 40 percent below 1990 levels by 2030 (SB 32). While the Plan goals and actions establish the City's first steps toward the 2030 target, more local work, goal development, and State actions will be needed to effectively reach the 2030 target and the longer-term carbon neutrality target in 2045. The actions included in this Plan meet minimum State requirements but the City reserves the right to exceed these requirements if determined beneficial for the community. Therefore, this Plan should be viewed as a strategic framework that will be reevaluated on a triennial basis.

The Plan includes an inventory of emissions sources in Pittsburg for 2005 and 2016, forecasts future emissions through 2045, and establishes emissions reduction targets that align with goals set by California. One of the main goals of the Plan is to bring awareness around sustainability and opportunities to reduce emissions in the community across all sectors (or sources, i.e., transportation, energy, water, or waste) and provide information about what residents can do to implement the Plan and set our community on the path towards more significant GHG reductions. The City's commitment to reduce GHG emissions and become more sustainable means the community will benefit from various co-benefits, including improved health and safety, high-road job development, connected communities, energy security, reduced reliance on fossil fuels, and community savings.

With the cornerstone goal of creating high-road jobs through sustainable actions identified in the Plan, Pittsburg's Plan implementation focuses on both community health and a thriving economy. Through a series of community engagement events, surveys, and activities outlined below, staff identified the Pittsburg community's unique barriers to practicing sustainability. The Plan, therefore, incorporates actions that will complement the Environmental Justice and Equity goals established in 2040 Envision Pittsburg General Plan Update.

Community Outreach and Engagement Events

Topic	Event	Date
Introduction to Sustainability	Community Pop-up Event	August 5, 2022
Strategy and Action Review and Prioritization	Community Open House	January 25, 2023
Introduction to Sustainability Plan	Community Input Survey	December 11, 2022 - January 31, 2023
Reducing Vehicle Miles Traveled and Increasing Zero-Emissions Vehicle and Equipment Use	Weekly Social Media Post and Virtual Climate Café	March 7, 2023 March 9, 2023
Waste Diversion	Weekly Social Media Post and Virtual Climate Café	March 17, 2023 March 16, 2023
Decarbonizing Electricity and Use and Storage of Local Renewable Energy	Weekly Social Media Post and Virtual Climate Café	March 21, 2023 March 23, 2023
Water Conservation and Local Water Supply	Weekly Social Media Post and Virtual Climate Café	March 28, 2023 March 30, 2023
Carbon Sequestration	Weekly Social Media Post and Virtual Climate Café	April 4, 2023 April 6, 2023
City's Commitment to Climate Action	Weekly Social Media Post and Virtual Climate Café	April 11, 2023 April 13, 2023
Reducing Reliance on	Weekly Social Media Post	April 18, 2023

Natural Resources	and Virtual Climate Café	April 20, 2023
Creating High Road Jobs	Weekly Social Media Post and Virtual Climate Café	April 25, 2023 April 27, 2023
Public Hearing	Pittsburg Planning Commission Meeting	June 27, 2023
Public Comment Period	Public Comment on Draft Sustainability Plan	July 5 – August 4, 2023
Recommendation to City Council	Pittsburg Planning Commission Meeting	October 24, 2023

A summary of the public comments received during the public comment period and the City's responses are listed in Attachment 3.

The adoption of the Plan is covered by the general or common sense rule as outlined in CEQA Guidelines Section 15061(b)(3). As such, CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The Plan is strictly a policy document to improve the City's resilience when confronted with impacts of climate change and does not provide entitlements to any specific land use projects, nor does it make any changes to the General Plan land use map or modify land use designations, densities, or land use intensities.

Finally, subsequent environmental analysis was performed for the City Plan. Based on the analysis, the Plan also meets all criteria for Class 8 and Class 22 Categorical Exemptions pursuant to Section 15301 of the California Environmental Quality Act Guidelines. Therefore, the proposed project is exempt from CEQA.

ATTACHMENTS: Resolution
Sustainability Plan
Summary of Public Comment

Report Prepared By: Sara Bellafronte, Assistant to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adopting the City of Pittsburg Sustainability Plan) RESOLUTION NO. 23-

WHEREAS, California legislations that have driven statewide greenhouse gas (GHG) emissions reductions are Executive Order (EO) S-3-05, AB 32, EO B-30-15, Senate Bill (SB) 32, EO B-55-18, and most recently Assembly Bill (AB) 1279. Signed in 2005, EO S-3-05 established statewide GHG emission reduction targets to achieve long-term climate stabilization as follows: by 2020, reduce GHG emissions to 1990 levels and by 2050, reduce GHG emissions to 80 percent below 1990 levels. In 2018, the goals of EO S-3-05 were accelerated by EO B-55-18, which established a goal of achieving carbon neutrality by 2045 and was codified by AB 1279; and

WHEREAS, in 2008, the City completed an emissions inventory for data year 2005 as a first step in complying with the International Councial for Local Environmental Initiatives (ICLEI) Local Governments for Sustainability's Cities for Climate Protection Program recommendations. In 2019, the City furthered this commitment by completing an updated (2016) emissions inventory, which was structured to reflect the sectors accounted for in 2005 to provide an accurate comparison of changes in emissions in the 11 intervening years; and

WHEREAS, in alignment with SB 1000, the City of Pittsburg Sustainability Plan (Plan) establishes emissions reduction targets that align with goals set by California for 2030 as required by SB 32, and 2045, and Assembly Bill (AB) 1279; and

WHEREAS, for over two and a half years, the City conducted community engagement efforts to develop the Plan with community concerns, priorities, hurdles, and suggestions in mind; and

WHEREAS, the City's commitment to reduce GHG emissions and become more sustainable means the community will benefit from various co-benefits, including improved health and safety, high-road job development, connected communities, energy security, reduced reliance on fossil fuels, and community savings; and

WHEREAS, the Plan is a living document that will be evaluated for effectiveness and progress every three years; and

WHEREAS, on October 24, 2023, the Planning Commission considered and recommended the Plan for adoption by the City Council; and

WHEREAS, the Plan is eligible for Class 8 and Class 22 Categorical Exemptions (CE), pursuant to the California Environmental Quality Act (CEQA), and is additionally covered by the common sense exemption that CEQA applies only to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Plan is strictly a policy document to improve the City's resilience when confronted with impacts of climate change and does not provide entitlements to any specific land use projects, nor does it make any changes to the

General Plan land use map or modify land use designations, densities, or land use intensities.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby adopts the Plan.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of November 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Shanelle Scales-Preston, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Commentor	Comment Received	Response
Confederated Villages of Lisjan Nation		
	Copy of the CHRIS and EIR for the project.	The Sustainability Plan did not require search of the California Historic Resources Information System (CHRIS). Future projects outside of the plan will undergo separate environmental reviews pursuant to the California Environmental Quality Act (CEQA). Additionally, if notification is required pursuant to AB 52 or SB 18, a CHRIS search among other applicable review processes will be conducted. The Sustainability Plan is eligible to meet *Class 8 – Actions by Regulatory Agencies for Protection of the Environment* and *Class 22 – Educational or Training Program Involving No Physical Changes* Categorical Exemptions (CE), pursuant to the California Environmental Quality Act (CEQA). Additionally, the Sustainability Plan is subject to 15061(b)(3) of the CEQA Guidelines Section, the commonsense exemption that applies to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.
Federal Aviation Administration		
	Future locations for the urban forest and tree plantings indicated on a map and would they involve water features or irrigation	Phase 2 includes development and adoption of an Urban Forest Management Plan to identify the city's capacity for new trees, tree types most suitable for the region, where trees may be planted and the best maintenance practices.
	Future locations for solar panel facilities	Measure E-2.2 aims to increase generation and storage of local renewable energy. The measure would include a feasibility study (Action E.2.2a) to determine cost and potential locations for installation of battery

		backup systems or generators at City facilities.
	Future Locations for any wind energy facilities	The Sustainability Plan includes actions associated with evaluating the feasibility of locations and does not establish specific locations for installation at this time.
Ramar Foods		
	Requesting modification to the City Ordinance to reconsider solar carports are not considered when calculating lot coverage ratio on commercial and industrial properties.	The City will conduct a comprehensive update to the Municipal Code and can further address the comments noted.
	Requesting exception from City's Design Standards for clean energy equipment that is in view of public right-of-way and designed to be aesthetically pleasing.	
Manisha Rattu		
	How will the city measure and track who has been left out of the conversation and who is participating?	The City plans to continue outreach to the community, with an emphasis on including individuals who have actively shown interest in inviting them to participate in future events and engagement opportunities. The city will actively ask future invitees/participants *"Who is missing from the table?"* and initiate direct outreach to such community members.
	Is there any available data on respiratory health issues or asthma related hospitalizations in the city that can be included? How will the city measure and track the impacts of air pollutants on Pittsburg residents?	There is a limited amount of data available on respiratory health issues related to air quality in Pittsburg. Although GHG emissions, local air quality, and public health are interconnected, each are monitored through different systems. While it would be ideal to track each through this Sustainability Plan, the Sustainability Plan is designed to track GHG emissions (through GHG inventory updates) with data specifically available to the city. The Sustainability Plan will not track local air pollution for

		Pittsburg, however, Bay Area Air Quality Management District (BAAQMD) will on a regional level.
	What accounted for the reduction in electricity use in residential and nonresidential buildings between 2005 and 2016? Was this due to MCE's Light Green electricity service which draws from 60% renewable energy?	Community members in Pittsburg were not yet purchasing electricity from MCE in 2016. The decrease in GHG emissions from electricity use in residential and non-residential buildings between 2005 and 2016 was due to the decrease in PG&E's emission factor (MT CO_2e/kWh). This can be attributed to an increase in low- and zero-carbon electricity sources by the utility company.
	For the goal of electrifying all new construction by 2026, what is the timeframe for working with partners to understand the feasibility of an electrification reach code?	A timeframe to conduct the cost effectiveness study has been added to Action E.1.1a. Coordination with partners will occur during this study development timeframe.
	What are the potential funding mechanisms to reach this goal?	Funding mechanisms have not been identified for this measure at this time. Most available incentives are for the purchase and installation of electric equipment (rather than the feasibility study).
	Will there be any EV charging stations installed prior to 2030?	While the EV charger installation goal is for 2030, it is anticipated the city will reach this through a phased implementation timeline by installing chargers every few years.
	For tree planting, is it possible to integrate native fruit and nut trees into the tree planting program?	Tree types will be specified in the Urban Forest Management Plan, prepared as part of CS.1.1e.
	Protecting and expanding greenspaces (and not just trees) and supporting the development of urban gardens were not highlighted in the actions. Can these be added?	Actions to protect and expand greenspaces and support the development of urban gardens have been added to Measure CS-1.1.

	For funding, is there a local fund or measure that can be established to support the implementation?	
	And, are there efforts to hire up more staff to support the implementation (which includes seeking out grant/funding opportunities)?	
	Is the city collaborating with BAAQMD around their Climate Pollution Reduction Grant program process which will catalyze huge investments for local climate work?	
350 Contra Costa Action		
	Consider “avoiding flying when possible” rather than “avoiding long-haul flights” within the Background section.	Text updated.
	Utilize “electrification ordinance” rather than “reach code”.	Actions E.1.1a, E.1.1b, and E.1.1c updated.
	What is “new construction”?	A footnote has been added addressing this term.
	The 2022 State Building Energy Code (Title 24) mandates solar electric systems under the Prescriptive compliance approach for most new residential and nonresidential buildings. There are also Prescriptive approach electricity storage requirements for some nonresidential buildings. There are no solar electric or storage requirements for building additions and alterations. Local incentives or mandates should concentrate on electricity storage in new residential buildings, perhaps incentives or mandates for solar electric and electricity	Action E-2.2c updated to focus the ordinance on residential and nonresidential building additions and alterations. Other actions in the section are intended to support solar and energy storage in existing buildings by focusing on funding and incentives. These include partnership with GRID Alternatives, work with MCE and PG&E on incentives, and workshops with business property owners.

	storage for larger building additions and alterations and encouraging owners of existing buildings to add solar electric and battery systems.	
	The text includes the phrase “installing a charger”. While "networked" charging stations are important for shared parking spaces, "chargers" or "charging stations" are no longer considered necessary for dedicated parking spaces. All EVs can be charged with a standard 120V receptacle, and most EVs have available 240V charging cords for when 240V charging is necessary. Therefore, at assigned parking places, where a power receptacle is not available, only a 120V7 or 240V receptacle need be installed, rather than a "charger".	Purchasing a ZEV and upgrading home infrastructure to allow for charging (e.g., receptacle installation, electrical panel upgrade) can be an upfront cost difficult for members of disadvantaged and vulnerable communities to prioritize
	For residents that do not have access to overnight charging, the City should study whether some Level 3 (DC Fast Charging) stations would be helpful. If so, encourage companies to provide DC Fast Charging stations - especially in locations adjacent to Hwy 4 - where infrastructure would be beneficial to both local residents and to highway travelers. Public Level 2 chargers are probably most useful where people tend to make long stops -such as at city parks and shopping centers.	Establish a prioritized list of locations in Pittsburg for new publicly accessible electric vehicle charging stations with consideration for equitable distribution of chargers to renters, residents of multi-family homes, residents living on low and fixed-incomes, and disadvantaged and vulnerable communities. Include locations for Level 2 charging where residents make extended stops and locations for Level 3 charging (DC Fast Charging) for residents without access to overnight charging and for highway travelers. Install at least 50 new publicly accessible charging stations by 2030 and 100 by 2045, through public-private partnerships and on City-owned properties at the identified locations. Promote the availability of new public

		chargers on social media and on the City's website
	EVs are a new technology for most drivers, education on purchasing pre-owned EVs - especially focused on determining the current battery estimated range, and important information about charging and battery life - would be helpful for most drivers. Report should clarify that Title 24 Part 11 (CalGreen) mandates EV charging at new residential and new nonresidential buildings. However, while CalGreen requires charging capability at all single-family residences, it only requires charging capability for a minority of new multi-family dwellings. The city should adopt a reach code that requires charging capability for every new multi-family dwelling that is provided with a parking space.	Coordinate with community-based organizations, local agencies, and non-profits to conduct ZEV education events for residents and targeted events for members of disadvantaged and vulnerable communities that would engage the community to evaluate the barriers to ZEV adoption, promote information on the costs and benefits of owning ZEVs, and promote steps on how to purchase a ZEV and receive incentives (including education on pre-owned EVs and how to determine current battery range). Updated the action to clarify the potential reach code would exceed the CALGreen mandatory measures and meet the voluntary standards.
	Action T-2.3a, page 61: Gasoline powered landscape equipment is a large source of GHG emissions. Use of gas-powered leaf blowers ought to be banned within one year of adoption of this plan. Use of all other gas landscape maintenance equipment ought to be banned within two years of adoption of this plan. - If Pittsburg is not yet ready to ban gasoline powered landscape equipment, the city may wish to undertake an	The City believes gasoline-powered landscaping equipment must be quickly reduced and replaced with zero-emission alternatives. While these equipment replacements may not be a significant cost for some community members, it may be a burdensome cost for others, raising equity concerns for a ban. For this reason, the plan approaches off-road equipment by first building up funding support and education, as well as identifying fleets belonging to members of disadvantaged and vulnerable communities for direct support

	electric landscape maintenance equipment system, like the city of Lafayette's library does for electric leaf blowers.	Action T-2.3f directs the City to include electric garden and landscape equipment in the library's tool lending program.
	All new city buildings (as with all new private sector buildings) should use electric heating systems.	Action M.2.1c has been updated. Establish a policy requiring all new City-owned buildings be all-electric and a policy requiring all existing natural gas-powered equipment in City-owned buildings be replaced with electric or other zero-emission alternatives at the end of useful life, where technologically feasible
Greenbelt Alliance		
	How will the City measure and track who has been left out of the conversation and who is participating?	The city plans to continue outreach to the community, with an emphasis on including individuals who have actively shown interest in inviting them to participate in future events and engagement opportunities. The city will actively ask future invitees/participants *"Who is missing from the table?"* and initiate direct outreach to such community members.
	Is there any available data on respiratory health issues or asthma related hospitalizations in the City? How will the City measure and track the impacts of air pollutants on Pittsburg residents?	There is a limited amount of data available on respiratory health issues related to air quality in Pittsburg. Although GHG emissions, local air quality, and public health are interconnected, each are monitored through different systems. While it would be ideal to track each through this Sustainability Plan, the Sustainability Plan is designed to track GHG emissions (through GHG inventory updates) with data specifically available to the city. The Sustainability Plan will not track local air pollution for Pittsburg, however, Bay Area Air Quality Management District (BAAQMD) will on a regional level.
	What accounted for the reduction in electricity use in residential and nonresidential buildings between 2005 and	Community members in Pittsburg were not yet purchasing electricity from MCE in 2016. The decrease in GHG emissions from electricity use in

	2016? Was this due to MCE's Light Green electricity service which draws from 60% renewable energy?	residential and non-residential buildings between 2005 and 2016 was due to the decrease in PG&E's emission factor (MT CO_2e/kWh). This can be attributed to an increase in low- and zero-carbon electricity sources by the utility company.
	For the goal of electrifying all new construction by 2026, what is the timeframe for working with partners to understand the feasibility of an electrification reach code? And what are the potential funding mechanisms to reach this goal?	A timeframe to conduct the cost effectiveness study has been added to Action E.1.1a. Coordination with partners will occur during this study development timeframe.
	Will there be any EV charging stations installed prior to 2030?	While the EV charger installation goal is for 2030, it is anticipated the city will reach this through a phased implementation timeline by installing chargers every few years.
	For funding, is there a local fund or measure that can be established to support the implementation? And are there efforts to hire more staff to support the implementation (which includes seeking out grant/funding opportunities)?	The City has recently adopted Pittsburg Moves, the City's Active Transportation Plan, which focuses on infrastructure and availability for active transportation options in hopes of improving health, mobility, livability, the economy, and the environment. Based on the goals and policies outlined in Pittsburg Moves, coordinate with Contra Costa Transportation Authority to establish a target timeline and funding strategy that address each of the projects in Appendix A. The timeline should outline a path that confirms an equal focus on improvement projects that will benefit residents living in disadvantaged and vulnerable communities. The City will partner with community groups to obtain funding for various goals. Staff time will be devoted to tracking and applying for grant funding. The City will seek grants, matching funds, in-kind contributions, and other resources from State, Federal, and
	Is the City collaborating with BAAQMD around their Climate Pollution Reduction Grant Program process which will catalyze huge investments for local climate work?	

		philanthropic sources to help pay for actions and limit the cost to the City, residents, and businesses.
	M-2.3e could be strengthened by adding active transportation as an education area.	Noted.



City of Pittsburg Sustainability Plan

Final Draft
October 2023

Project Team Acknowledgements

The City of Pittsburg Sustainability Plan Team extends its sincere gratitude to everyone who has supported and participated in this foundational planning process. This plan was developed through an integrated partnership between community members, City staff from all departments, including Community Development, Public Works, the City Manager's Office, and Environmental Services; and interested parties. The invaluable contributions made by the community at large, City staff, Council members, and planning experts, in addition to your unwavering support and collaborative input played an instrumental role in the development of this comprehensive plan. Voices, feedback, and input are interwoven throughout this document and your continued dedication and collaboration have been instrumental in shaping an implementable Sustainability Plan that encompasses a wide range of sustainable practices. The City is grateful for the expertise, time, and effort that each person has contributed to designing this comprehensive strategy. Specifically, we would like to thank:

- Community Members
- Pittsburg Planning Commission
- Pittsburg City Council
- City Staff from all Departments, with a special thanks to the Sustainability Plan Team:
    - John Samuelson, Director of Public Works and City Engineer
    - Jordan Davis, Director of Community & Economic Development
    - Dick Abono, Director of Special Projects
    - John Funderburg, Assistant Director of Planning
    - Hilario Mata, Assistant Public Works Director
    - Laura Wright, Retired Environmental Affairs Manager
    - Sara Bellafronte, Assistant to the City Manager
- Delta Diablo
- Rincon Consultants, Inc.

Your active involvement, feedback, and support have enriched this plan and provided alignment with our City's goals and the community's needs. Together, we look forward to continuing our collaborative efforts as we transition into the implementation phase, working towards a greener and more sustainable future.

Glossary

Term	Definition
Active Transportation	A means of transportation that is powered by human energy, for example walking or biking.
Alteration/Remodel	Any construction or renovation to an existing structure other than repair for the purpose of maintenance or addition.
Anthropogenic	Made by people or resulting from human activities; usually used in the context of emissions that are produced as a result of human activities.
Atmosphere	The envelope of gases surrounding the Earth; the gases that make up the atmosphere primarily include nitrogen (78%) and oxygen (21%), as well as argon, helium, carbon dioxide, methane, and water vapor in trace amounts.
CALGreen	An abbreviated reference to the California Green Building Standards code, which sets minimum requirements for sustainable practices for construction (residential and commercial) projects throughout the state. It is updated every three years in accordance with the building code cycle.
California Air Resources Board (CARB)	The lead agency for climate change programs that also oversees all air pollution control efforts in California to attain and maintain health-based air quality standards.
Carbon-free Energy	Energy produced by a resource that produces no carbon emissions while generating energy, for example, nuclear or large hydroelectric.
Carbon-neutrality/ Net-Zero Emissions	Balancing anthropomorphically generated emissions out by removing GHGs from the atmosphere in a process known as carbon sequestration.
Carbon sequestration	The long-term storage or capture of carbon dioxide and other forms of carbon from the atmosphere through biological, chemical, and physical processes.
CH_4	Methane, a hydrocarbon that is a greenhouse gas produced through anaerobic (without oxygen) decomposition of waste in landfills, animal digestion, decomposition of animal wastes, production and distribution of natural gas and petroleum, coal production, and incomplete fossil fuel combustion.
Climate	The average of weather patterns over a long period of time (usually 30 or more years).
Climate Change	A change in the average conditions — such as temperature and rainfall — in a region over a long period of time.

Term	Definition
Co-benefits	Additional benefits attributed to sustainable initiatives beyond greenhouse gas emissions reductions, including improved health and safety, high-road job development, connected communities, energy security, reduced reliance on fossil fuels, and community savings.
CO_2	Carbon dioxide, a naturally occurring gas and a by-product of burning fossil fuels and biomass, as well as land-use changes and other industrial processes.
CO_2e	Carbon dioxide equivalent, a metric measure used to compare the emissions from various GHGs based upon their GWP.
Decarbonization	Replacing technologies and services that run on fossil fuels (e.g., natural gas) with ones that run on zero-carbon sources of energy (for example electricity from renewable energy like solar or wind power), ideally from renewable sources.
Disadvantaged Communities	Any community disproportionally affected by environmental, health, and other burdens or low-income areas disproportionally affected by environmental pollution and other hazards.
Emissions	The release of a substance (usually a gas when referring to the subject of climate change) into the atmosphere.
Electric Vehicle (EV)	A vehicle that uses one or more electric motors or traction motors for propulsion.
Energy Storage	Can provide frequency regulation to maintain balance between the network's load and detected power generated, achieving more reliable power supplies. Batteries are an example of energy storage.
Fossil Fuel	A general term for fuel formed from decayed plants and animals that have been converted to crude oil, coal, natural gas, or heavy oils by exposure to heat and pressure in the Earth's crust.
Greenhouse Gas (GHG)	A gas that absorbs infrared radiation, traps heat in the atmosphere, and contributes to the greenhouse effect.
Global Warming Potential (GWP)	Total contribution to global warming resulting from the emission of one unit of that gas relative to one unit of the reference gas, carbon dioxide, which is assigned a value of 1.
Local Governments for Sustainability (ICLEI)	A global network of more than 1,750 local and regional governments committed to sustainable urban development – emissions estimates were calculated using ICLEI's best available methodologies.
Intergovernmental Panel on Climate Change (IPCC)	The United Nations body for assessing the science related to climate change.

Term	Definition
MCE	A not-for-profit, community choice aggregator (CCA) that provides clean energy options to residents and businesses in Marin County, California and select cities in Contra Costa, Napa, and Solano counties.
Mitigation	An action that will reduce or prevent GHG emissions, such as electrifying buildings that previously ran on natural gas.
Metric Tons (MT)	Common international measurement for the quantity of GHG emissions – one metric ton is equal to 2,205 pounds or 1.1 short tons.
Metric tons carbon dioxide equivalent (MT CO_2e)	Metric/unit that GHG emissions are reported per standard practice; when dealing with an array of emissions, the gases are converted to their carbon dioxide equivalents for comparison purposes.
Microgrid	A group of interconnected loads and distributed energy resources that act as a single controllable entity in respect to the grid. A microgrid can operate in 'island mode' and disconnect from the grid, or operate while connection to the grid.
N_2O	Nitrous Oxide, a powerful GHG with a high global warming potential; major sources of nitrous oxide include soil cultivation practices, especially the use of commercial and organic fertilizers, fossil fuel combustion, nitric acid production, and biomass burning.
Organic Material	Natural materials, for example food scraps and yard waste.
Photovoltaic (PV)	Relates to the production of electric current at the junction of two substances exposed to light (e.g., solar energy).
Representative Concentration Pathway (RCP)	Greenhouse gas concentration trajectory scenarios adopted by the IPCC.
Reach Code	A building code which requires a higher level of energy efficiency than the standard statewide code. Reach codes are allowed and encouraged under Title 24.
Renewable Energy	Energy derived from natural sources that are replenished at a higher rate than they are consumed (e.g., wind, biomass). By definition, all renewable energy is also considered "carbon-free," however, only naturally replenishing sources are considered renewable.
Resilience	Ability to anticipate, prepare for, and respond to hazardous events, trends, or disturbances related to climate.
Senate Bill (SB) 32	SB 32 is the California Senate bill in 2016 that requires there be a reduction in GHG emissions to 40% below 1990 levels by 2030.

Term	Definition
Senate Bill (SB) 1383	California's Short-Lived Climate Pollutant Reduction Strategy, which sets statewide targets to reduce compostable materials in landfills by 75% by 2025, and to rescue at least 20% of edible food currently disposed for human consumption by 2025.
Service population	Total combined residents and employees served by the community
Sequestration	The storage of carbon in plants or materials so that it cannot enter the atmosphere and cause additional warming.
Social Equity	All people having equal access to and influence on the resources and benefits of society.
Transportation Demand Management (TDM)	Transportation Demand Management focuses on how people make their transportation decisions, and facilitates greater usage of infrastructure for transit, ridesharing, walking, biking, and telework.
Urban Forest Management Plan	An Urban Forest Management Plan (UFMP) promotes the sustainability of trees in an urban space that maximizes environmental benefits while maintaining other/ linked safety and economics goals.
Vehicle Miles Traveled (VMT)	VMT is the total miles traveled by motor vehicle that are generated over a population over a given timeframe (e.g., one year).
Weather	The state of the atmosphere over a short period of time (usually an hour or a day), describing if it is hot or cold, wet or dry, calm or stormy, clear or cloudy, etc.
Zero-Emissions-Vehicle (ZEV)	A vehicle that never emits exhaust gas from the onboard source of power.
Zero Waste	The conservation of all resources by means of responsible production, consumption, reuse, and recovery of materials and packaging, without burning, and with no discharges to land, water, or air that threaten human health.

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1. Introduction



John Buckley Square

City's Sustainability Vision

The Pittsburg **Sustainability Plan** is a living document that has been designed to engage, excite, and empower our community to take incremental steps towards a healthier, more sustainable future. This plan will serve as a first step towards reducing greenhouse gas (GHG) emissions in the City and establishes practices the community can implement that are practical and result in real, positive change. As such, the primary focus of this plan is to create a more sustainable, equitable, and healthy Pittsburg, while maintaining a strong economy and reducing emissions to support California's Climate goals.

Sustainability can be defined as meeting the needs of the present without compromising the ability of future generations to meet theirs and is supported by three primary pillars: economic viability, environmental protection, and social responsibility (Figure 1).[1] Building off these pillars, this plan has been created with input from community members, interested parties, and City staff to establish a robust structure and continue cultivating a healthy, flourishing City, while reducing GHG emissions and becoming more sustainable. The City's commitment to reduce GHG emissions and become more sustainable means the community will benefit from various co-benefits, including improved health and safety, high-road job development, connected communities, energy security, reduced reliance on fossil fuels, and community savings. The co-benefits are discussed further in Chapter 3, *GHG Reduction Strategy*.

1. https://www.epa.gov/sites/default/files/2015-05/documents/sustainability_primer_v9.pdf

Background and Purpose

The plan establishes a framework for the community to work together to create positive change, with sustainability and GHG emission reductions at its core. The following section provides a brief background and purpose of this plan.

Background

The City of Pittsburg has been committed to increasing sustainable operations and policies and fostering a healthy community for many years.

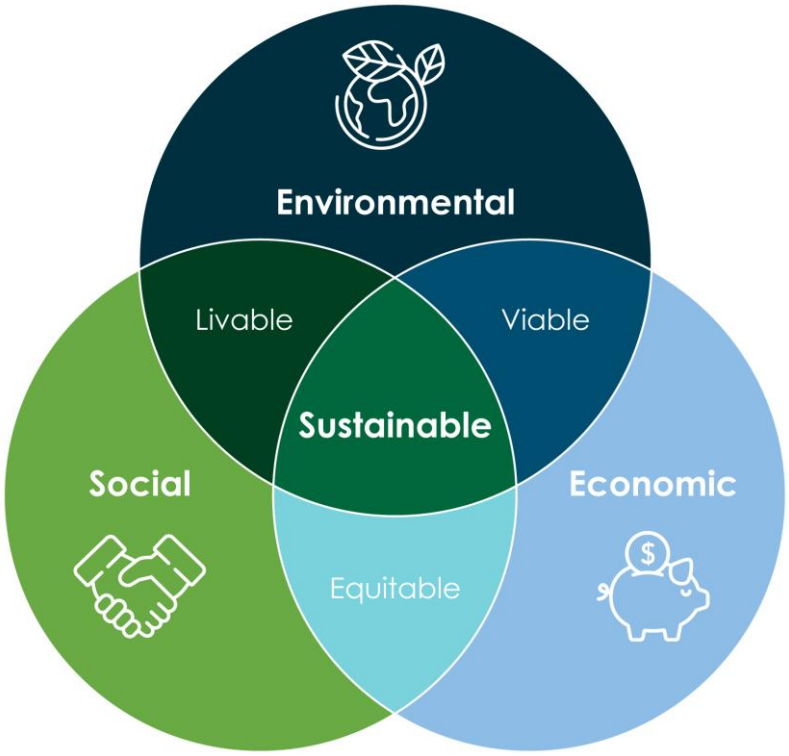
For example, the City created a Sustainability Overview reference page on the City website that includes information related to: transportation, energy use, climate action news, energy upgrade, composting, Living Green Gardens, hazardous waste, stormwater, waste and recycling, and water conservation. Pittsburg also completed a GHG inventory for 2005 and 2016 to track and understand the City's GHG emissions profile and sources. Additionally, the City has adopted a handful of documents, including Pittsburg Moves,[2] the City's Active Transportation Plan, which focuses on infrastructure and availability for active transportation options in hopes of improving health, mobility, livability, the economy, and the environment. Pittsburg Moves includes over 257 projects, such as roadway and trail improvements, including paving or repaving; installing trail crossing signals, high visibility cross walk markings, new signage, and creating high-visibility crosswalks; providing pedestrian refuge; and adding Class I and II bike lanes on various roadways throughout the City. This Sustainability Plan further demonstrates that Pittsburg is committed to reducing GHG emissions and continuing to improve life in the City.

Purpose

The Sustainability Plan is a long-range document that guides the City towards sustainability and GHG emission reduction goals. It includes the inventory of emissions sources in Pittsburg for 2005 and 2016, forecasts future GHG emissions through 2045, and establishes emissions reduction targets that align with goals set by California for both 2030 and 2045. The Sustainability Plan also includes emissions reduction goals and actions the City can implement to put the community on a path towards reducing GHG emissions with a focus on community health and our thriving economy. We recognize that the time to act is now – as a community, we can and should work together to establish a healthier future with safer homes and public spaces; more secure, high-paying jobs; and reliable access to clean resources. The structures and systems that shape our day-to-day activities can make a significant difference. According to the United Nations Intergovernmental Panel on Climate Change's (IPCC) recent report (2022), changes in lifestyle and behaviors have a significant role to play in mitigating climate change.

2. https://www.ipcc.ch/report/ar6/wg2/

Figure 1. Sustainability Pillars



Source: https://www.sciencedirect.com/topics/earth-and-planetary-sciences/venn-diagram

Specifically, actively commuting, avoiding flying when possible, shifting to plant-based diets, reducing food waste, and switching to electric vehicles and electric building heating systems are things that, with the right structures and systems in place, we can all do to reduce emissions and improve our own health, as well as the health of our communities. One of the main goals of Sustainability Plan is to bring awareness to sustainability and opportunities to reduce emissions in the community across all sectors and provide information about what we can each do today to make a difference and set our community on the path towards more significant GHG reductions. Collectively, through implementation of thoughtful actions, we can change the world by focusing locally on Pittsburg to establish a future that makes us proud.

Equity and Environmental Justice

A foundational objective of this plan is to enhance equity throughout the community while working towards long-term sustainability and GHG emission reduction goals. The City acknowledges that past policies and plans may have not equally distributed the benefits to specific communities while leaving them out of the decision-making process . Equity means ensuring that the impacts, co-benefits, and opportunities associated with this plan's goals are fairly distributed amongst the community, that the potential burdens of implementing these goals are fairly distributed, and that all communities—specifically, those who have been historically left out of the conversation before—participate in the plan's decision-making process.

As such, equity can be thought of as the goal while environmental justice is the act of achieving and protecting that goal. As outlined in the Community Health and Environmental Justice Element, a foundational objective of this plan is to consider and respond to environmental justice issues

Environmental justice is defined in California law as the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.

Government Code Section 65040.12



Anchor Monument, City Hall

to confirm disadvantaged and vulnerable communities are engaged and represented in the decision-making process, to protect disadvantaged and vulnerable communities from environmental hazards, and to create a future where such communities have access to recreation, transportation, education, community amenities, healthy foods, and safe and decent housing.

Sustainability Planning Process

As mentioned above, the Sustainability Plan development process was built off the work done for the previous GHG emissions inventories and development of future GHG emissions forecasts and emissions reduction targets. As shown in Figure 2, after the targets were set, emissions reduction goals and supporting actions were designed based on the success of the work done previously in the City and current best practices. The goals and actions were refined based on City staff, interested party, and community feedback, to establish a robust plan of voluntary actions.

Once the goals and supporting actions were finalized, an implementation plan (Chapter 5, Implementation Plan) was established to track and monitor the City's progress towards the previously identified targets. As a final step, the Sustainability Plan will be adopted after public review. Successfully developing a long-range plan takes a team, including various interested parties, community members, decision-makers, City staff, and consultants, that work together collaboratively to design a plan that is representative of the needs and the desires of the community at large.

The development of this Sustainability Plan required just that – it was developed through an integrated partnership between City staff from all departments, including Community Development, Economic Development, Public Works, the City Manager's Office, and Environmental Services; interested parties; and community members. The main community-focused outreach and engagement events that were completed as part of the Sustainability Plan development process are outlined Table 1.

Figure 2. Sustainability Plan Process Flow Diagram



Table 1. Summary of Sustainability Plan Interested Party and Community Outreach and Engagement Events

Topic	Event	Date
Introduction to Sustainability Plan	Community Pop-Up Event	August 5, 2022
Input on Sustainability Plan	Community Input Survey	December 11, 2022 – January 31, 2023
Strategy and Action Review and Prioritization	Community Open House	January 25, 2023
Reducing Vehicle Miles Traveled and Increasing Zero-Emissions Vehicle and Equipment Use	Weekly Social Media Post Virtual Climate Café	March 7, 2023 March 9. 2023
Waste Diversion	Weekly Social Media Post Virtual Climate Café	March 14, 2023 March 16. 2023
Decarbonizing Electricity and Use and Storage of Local Renewable Energy	Weekly Social Media Post Virtual Climate Café	March 21, 2023 March 23, 2023
Water Conservation and Local Water Supply	Weekly Social Media Post Virtual Climate Café	March 28. 2023 March 30, 2023
Carbon Sequestration	Weekly Social Media Post Virtual Climate Café	April 4, 2023 April 6, 2023
City's Commitment to Climate Action	Weekly Social Media Post Virtual Climate Café	April 11, 2023 April 13, 2023
Reducing Reliance of Natural Resources	Weekly Social Media Post Virtual Climate Café	April 18. 2023 April 20, 2023
Creating High Road Jobs	Weekly Social Media Post Virtual Climate Café	April 25, 2023 April 27, 2023

Co-benefits of Greatest Interest to the Community:

- Improved air and water quality
- Increased personal and public health
- Protection of natural resources
- Increased resilience
- Cost savings
- Creation of high-road jobs

"Environmental justice must be central to this work as well. We have a lot of industrial businesses in the community. Thinking through a long-term plan for making a transition to cleaner businesses is going to be crucial. Providing jobs for youth is also very important!"
- City of Pittsburg Resident

Your Voice Matters!

As part of the Sustainability Plan development process, the City hosted 10 events that were open to the community members and advertised, in part, via the City's social media pages. Additionally, the City hosted a survey with the goal of gaining an understanding of the community's current awareness of climate change and preferred path toward increasing our ability to reduce the impacts of climate change and become more sustainable, while retaining the character of the City. The survey received 71 responses, 41% (31 people) of whom participated in a public planning process (e.g., participating in community surveys, providing feedback on plans and policies, attending City Council Meetings, etc.) for the first time! In addition to the survey, the City hosted a social media and Climate Café campaign, where the Sustainability Plan goals were presented by topic area and then a discussion was held to answer any questions and collect feedback from the community on anticipated hurdles and solutions to overcome those hurdles.

Based on the feedback received from the community, 13 new actions were added, and an additional 8 actions were revised or updated, with additional highlights shown in Figure 3. The community insight is incredibly valuable for this process as it confirms that the Sustainability Plan aligns with the specific needs and aspirations of the people it aims to serve.

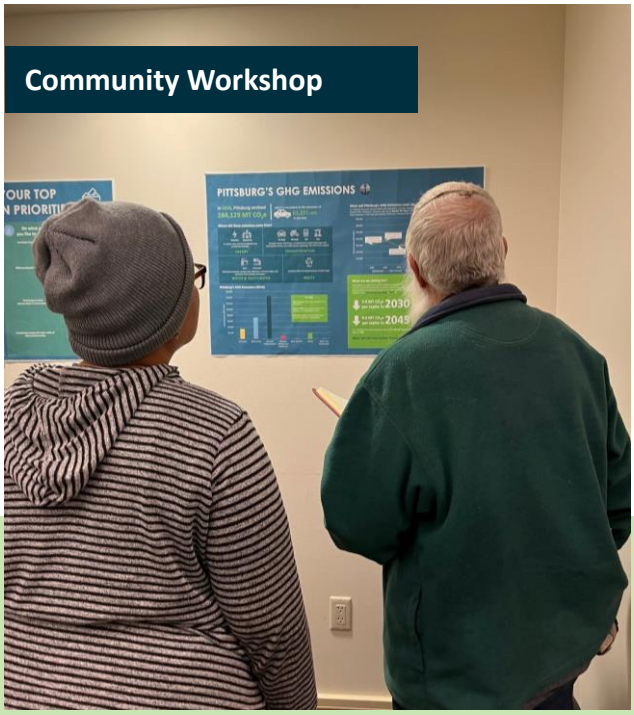


Figure 3. Outreach by the Numbers

97%

of Respondents are "**Very Likely**" or "**Likely**" to implement sustainable initiatives if hurdles were removed!

41%

first-time participation in a planning process!

71

total survey responses!

8.5

hours spent on survey!

Greenhouse Gas Emissions Background Context

Most of the energy that affects Earth's climate comes from the sun. When solar radiation reaches the Earth's atmosphere, some of it is reflected into space and a small portion is absorbed by Earth's surface. As Earth absorbs the solar radiation, its surface gains heat and then reradiates it back into the atmosphere. Some of this heat gets trapped by gases in the atmosphere, causing Earth to stay warm enough to sustain life. This is known as the "greenhouse effect" and the gases trapping the heat are known as "greenhouse gases."[3] The greenhouse effect, shown on the next page, is integral to sustaining life on Earth. However, human activities emit GHGs more than natural ambient concentrations, thereby contributing to the enhancement of the natural greenhouse effect. This enhanced greenhouse effect contributes to global warming, an accelerated rate of warming of Earth's average surface temperature. More specifically, by burning fossil fuels (e.g., gasoline, diesel, natural gas, coal) to power homes, businesses, and automobiles, we increase the amount of GHGs emitted into the atmosphere,[4] which, in turn, leads to increased absorption of infrared radiation by the Earth's atmosphere and increasing temperatures near the surface.

Types of GHGs

The United Nations Intergovernmental Panel on Climate Change's (IPCC) list of GHG emissions include carbon dioxide (CO_2), methane (CH_4), and nitrous oxide (N_2O), as well as chlorofluorocarbons, hydrochlorofluorocarbons, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride, which are collectively called fluorinated gases.[5] Fluorinated gases are man-made gases that can stay in the atmosphere for centuries and contribute to the GHG effect. Ninety-seven percent[6] of the annual GHG emissions generated in the United States consist of CO_2, CH_4, and N_2O, while fluorinated gases[7] result in the remaining three percent of emissions. Most fluorinated gases come from industrial sources. Due to CO_2, CH_4, and N_2O comprising the large majority of GHG emissions in Pittsburg, the Sustainability Plan focuses on these three gases for its GHG emissions inventory, forecast, and reduction strategy (See Chapter 2, *GHG Emissions Inventories, Forecasts, and Targets*, for more information).

While Pittsburg does include various industrial sources, these emissions are not under direct operational control of the City and therefore are not included in the inventory.

Each type of GHG has a differing ability to trap heat in the Earth's atmosphere, referred to as the gas's global warming potential (GWP).[8] The reference point to compare the potential impact of different GHGs is CO_2, and therefore CO_2 has a GWP of 1, whereas CH_4 has a GWP of 28. This means that each metric ton (MT) of methane causes 28 times more warming than 1 MT of CO_2. Even more potent, N_2O has a GWP of 265, or 265 times the GWP of 1 MT of CO_2.[9]

Sources of GHG Emissions

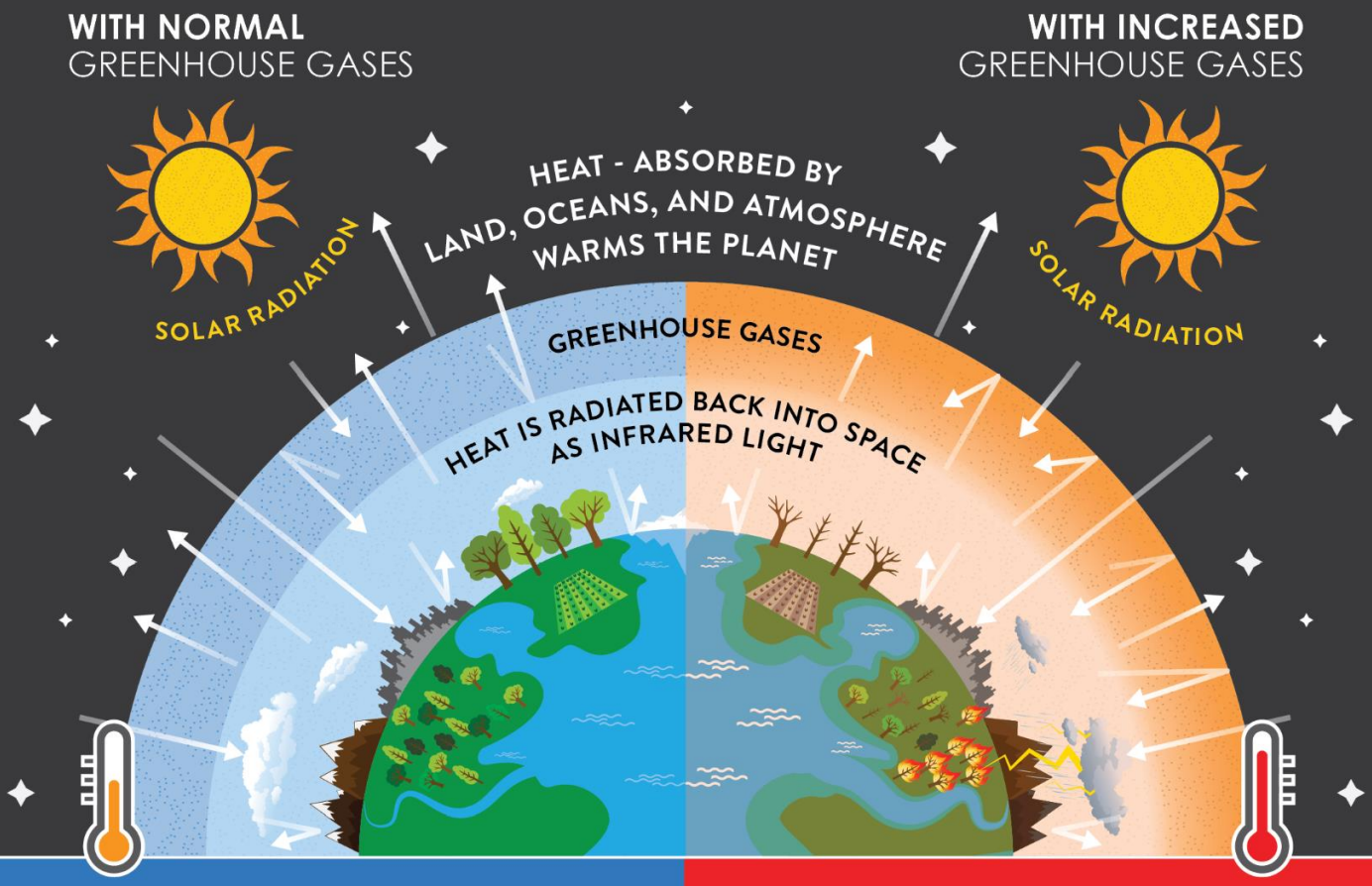
Anthropogenic (human caused) GHG emissions stem primarily from the burning of fossil fuels (including gasoline, natural gas, and coal), decomposition of organic waste in landfills, methane emissions from agriculture, and deforestation. These activities release GHGs into the atmosphere and contribute to climate change. With the accelerated increase in fossil fuel combustion and deforestation since the Industrial Revolution of the 19th century, concentrations of GHG emissions in the atmosphere have increased exponentially. The United States Environmental Protection Agency (U.S. EPA) tracks the country-wide emissions and publishes an annual report: Inventory of U.S. Greenhouse Gas Emissions and Sinks.[10] The Inventory of U.S. Greenhouse Gas

3. https://scied.ucar.edu/longcontent/greenhouse-effect
4. https://www.epa.gov/ghgemissions/sources-greenhouse-gas-emissions
5. https://www.c2es.org/content/main-greenhouse-gases/
6. https://www.epa.gov/ghgemissions/overview-greenhouse-gases
7. Fluorinated gases, which include four main types: hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and nitrogen trifluoride, are man-made gases that can stay in the atmosphere for centuries and contribute to the GHG effect.
8. https://www.ipcc.ch/assessment-report/ar5/
9. https://www.ipcc.ch/assessment-report/ar5/
10. https://www.epa.gov/ghgemissions/inventory-us-greenhouse-gas-emissions-and-sinks

Greenhouse Gas Effect

In the last century, human activities such as burning fossil fuels and deforestation have caused a jump in the concentration of greenhouse gases in the atmosphere.

THE RESULT: Extra trapped heat and higher global temperatures.



Some heat continues into space while the rest, trapped by greenhouse gases, help maintain the planet's relatively comfortable temperatures.

LESS GAS =
LESS HEAT TRAPPED IN THE ATMOSPHERE

Retaining more reliable:

- Weather
- Rainfall
- Temperature
- Sea Level

Increased greenhouse gases means less heat escapes to space. Between preindustrial times and now, the earth's average temperature has risen by 1.8°F (1.0°C).

MORE GAS =
MORE HEAT TRAPPED IN THE ATMOSPHERE

More intense:

- Storms
- Drought
- Heat
- Sea Level Rise



Great Blue Heron in Riverview Park

Emissions and Sinks is a comprehensive account of total GHG emissions for all man-made sources in the U.S. including CO_2 removal from the atmosphere by "sinks," (e.g., through the uptake of carbon and storage in forests, vegetation, and soils) from management of lands in their current use, or as lands are converted to other uses. In 2021, the most recent year in which emissions have been calculated, emissions in the U.S. totaled 5,586 million metric tons (MMT) of CO_2e after accounting for sequestration.[11] Emissions increased in 2021 by 6 percent (after accounting for sequestration from the land sector), driven largely by an increase in CO_2 emissions from fossil fuel combustion due primarily to economic activity rebounding after the height of the COVID-19 pandemic.[12]

What does 1 MT of CO_2e really mean?

1 MT CO_2e = 2,564 miles driven by an average gasoline-powered passenger vehicle or 113 gallons of gasoline

That's about the distance from Pittsburg, CA to Pittsburgh, PA!

Source: https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator#results

Legislative Background

California is recognized globally as a leader in climate change, having established a variety of ambitious GHG reduction goals and associated strategies. The primary legislation that has driven statewide GHG emissions reductions are Executive Order (EO) S-3-05, Assembly Bill (AB) 32, EO B-30-15, Senate Bill (SB) 32, EO B-55-18, and most recently AB 1279. Signed in 2005, EO S-3-05 established statewide GHG emission reduction targets to achieve long-term climate stabilization as follows: *by 2020, reduce GHG emissions to 1990 levels and by 2050, reduce GHG emissions to 80 percent below 1990 levels*. In 2018, the goals of EO S-3-05 were accelerated by EO B-55-18, which established a goal of achieving carbon neutrality by 2045 and was codified in 2022 by AB 1279. Carbon neutrality refers to emitting net zero carbon emissions, which can be achieved by either

11. https://www.epa.gov/ghgemissions/inventory-us-greenhouse-gas-emissions-and-sinks
12. https://www.nature.com/articles/s41558-022-01332-6

eliminating all GHG emissions, or balancing carbon emissions with carbon removal and sequestration.

To meet the state's 2045 goal of carbon neutrality CARB recommends that local agencies long-term targets align with AB 1279. Specifically, CARB guidance is for jurisdictions to first strive to exceed the SB 32 targets of reducing GHG emissions 40% below 1990 levels, while establishing a policy framework to achieve the long-term target of carbon neutrality by 2045. See Figure 4 as well as Appendix A for more information on the most influential California legislation related to climate change.

Adaptation, Resilience, and Vulnerability

As we work to mitigate the greatest impacts of climate change, we must also adapt, or adjust, to our changing world both collectively and independently. Even with deep reductions in GHG emissions, it is anticipated that the global temperatures will continue to rise because GHG persist for so long in the atmosphere.[13] Therefore, it is necessary to prepare for the future to increase our adaptive capacity, which is the potential or ability of a system, region, or community to adapt to the effects or impacts of climate change.

Adaptation

Adapting to climate change involves adjusting to and preparing for actual or expected future climate risks as well as taking advantage of any opportunities that are associated with our changing climate.[14] Climate change affects people across the world, however, not equally. Over the last decade, scientists have measured the warmest years on record, while sea level rise has reached a new high.[15] We will adapt to the changing climate by reducing our vulnerability to its impacts, which may require relocating resources to avoid rising sea levels and using new and innovative technologies to overcome challenges.

13. https://www.ipcc.ch/2021/08/09/ar6-wg1-20210809-pr/
14. https://climate.nasa.gov/solutions/adaptation-mitigation/
15. https://public.wmo.int/en/media/press-release/eight-warmest-years-record-witness-upsurge-climate-change-impacts

Figure 4. CA Regulatory Timeline

2002	**SB 1078** Renewable Portfolio Standards **AB 1493** Vehicular GHG Emissions
2005	**EO S-3-05** Targets for GHG Emission Reductions **Pittsburg Baseline Emissions Inventory**
2006	**AB 32** Global Warming Solutions Act **SB 107** Renewable Energy Increase
2007	**EO S-1-07** Low Carbon Fuel Standard **SB 97** Climate Change in CEQA
2008	**SB 375** Sustainable Communities **EO S-14-08** Increase RPS
2009	**CALGreen** Green Building Code **SB X7-7** Water Conservation Act
2011	**SB 2X** 33% by 2020 RPS Increase
2012	**AB 341** Mandatory Commercial Recycling
2014	**AB 32 Scoping Plan Update** **AB 1826** Organic Waste Recycling
2015	**SB 350** Clean Energy and Pollution Reduction Act **EO-30-15** 40% below 1990 by 2030
2016	**SB 1383:** Short-lived Climate Pollutants **SB 379** Climate Adaptation and Resilience **Updated Emissions Inventory**
2017	**2017 (AB 32) Scoping Plan Update**
2018	**SB 100** Increase RPS **EO B-55-18** Carbon Neutrality by 2045
2020	**SB N-79-20** Zero-emissions passenger vehicles **Pittsburg Moves**
2021	**SB 27** Carbon sequestration
2022	**SB 379** Residential solar energy systems: permitting **SB 1063** appliance standards and cost-effective measures **AB 1909** Vehicles: bicycle omnibus bill **AB 1857** Solid Waste Incineration **AB 1985** Organic waste procurement targets **AB 1279** California Climate Crisis Act **SB 1020** Increase RPS
2023	**Pittsburg Sustainability Plan** **Envision Pittsburg – General Plan**

Pittsburg Initiatives
State Initiatives

Resilience

The ability to prepare for, recover from, and adapt to climate impacts is called "climate resilience." High-quality resilience planning accounts for both acute events (e.g., heat waves, heavy rain events, and wildfire) and chronic events (e.g., sea level rise, worsening air quality, and climate migration). Overall, California is resilient and Cities throughout the state, including Pittsburg, take steps to enhance resilience by protecting and repairing coastlines, exploring and implementing large scale renewable energy projects, and investing in green technologies of the future. Additional ways to increase resilience include promoting sustainable land management practices, fostering community engagement and education on climate change, encouraging the use of green building materials and designs, and integrating nature-based solutions such as reforestation and ecosystem restoration.

Vulnerability

Vulnerability refers to the level or degree to which an individual or entity are able to cope with the adverse impacts of climate change. The three dimensions that make up climate vulnerability are exposure, sensitivity, and adaptive capacity.

Located at the point where the Sacramento and San Joaquin Rivers meet, ***Pittsburg is a city of both progress and promise.***[16]

Our Changing World

The California Office of Environmental Health Hazard Assessment (OEHHA) reported in 2018 that despite annual variations in weather patterns, California has seen a trend of increased average temperatures, more extreme heat days, higher acidity in the Pacific Ocean, and earlier and reduced snowmelt.[17] Although we will all be impacted, community members will not be affected by environmental hazards in the same way. Impact is dependent on various circumstances, such as age, health, and socioeconomic status. Being resilient will require the City to adapt to these vulnerabilities and continue to operate in a sustainable way to continue establishing a healthy environment and a thriving economy.

Those that are most vulnerable will bear the greatest burden associated with the potential impacts of our changing climate. Race, ethnicity, gender identity, sexual orientation, age, social class, physical ability, religious or ethical value systems, national origin, immigration status, linguistic ability, and zip code do not make an individual inherently vulnerable. Vulnerabilities arise from systemic deficiencies rather than a judgement of any community member or neighborhood. This document provides a foundation to even the playing field and to ultimately reduce potential burdens of climate change, especially on vulnerable populations and disadvantaged communities.

Climate Change in Pittsburg

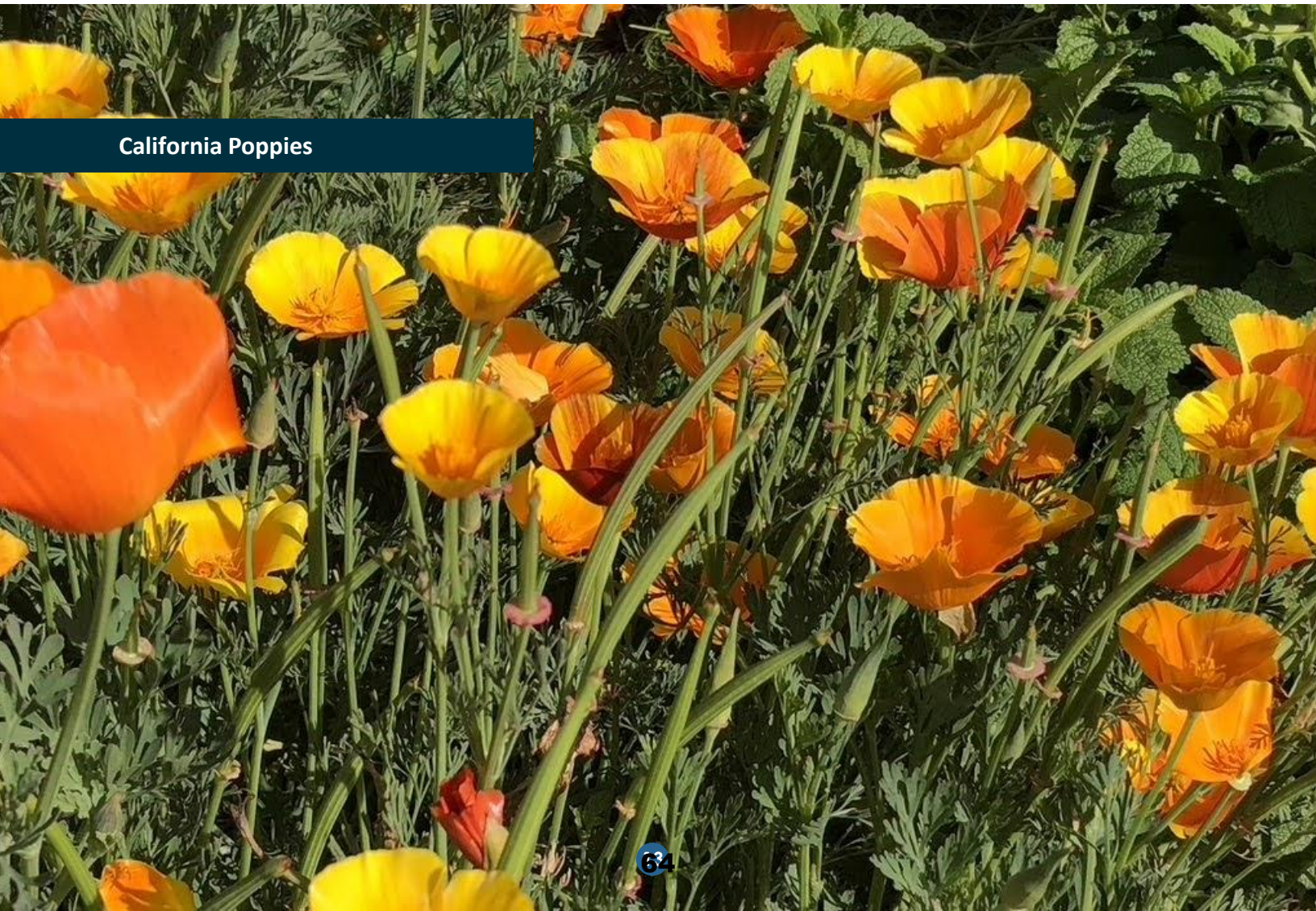
The City of Pittsburg may experience a variety of impacts due to climate change, including an increase in average temperature and changes in precipitation. Public health may be negatively impacted by extreme weather events, such as changes in temperature and rainfall that decrease water supply, worsen air quality, and/or increase allergens and air pollutants. In addition, we will experience increased flooding due to more intense precipitation events. Children, the elderly, asthmatics, and others susceptible to harm from air pollution exposure, are at the greatest risk of the negative impacts associated with climate change.[18] Increases in temperature could also worsen local heat island effects in Pittsburg and the surrounding area, meaning that urban areas could experience a compounded level of heating due to built environments absorbing and re-emitting more heat than rural communities with more natural landscapes.[19]

16. https://www.pittsburgca.gov/our-city/our-history
17. https://oehha.ca.gov/media/downloads/climate-change/report/2018caindicatorsreportmay2018.pdf
18. https://ww2.arb.ca.gov/capp-resource-center/community-assessment/sensitive-receptor-assessment
19. https://www.epa.gov/heatislands/learn-about-heat-islands

This could lead to hazardous conditions such as heat stroke and respiratory ailments for community members. Potential impacts to public health include premature death from heat stroke, cardiovascular disease, respiratory disease, and cerebrovascular disease; cardiovascular stress; and kidney and respiratory disorders.[20] Those in the community without health insurance (about 12.6 percent of the population under 65) and those living under the poverty line (approximately 10.3 percent of the population) are particularly vulnerable.[21] Projections of future vulnerabilities were taken from Cal-Adapt,[22] an interactive platform that allows users to explore how climate change might affect California at the local level under different emissions scenarios and climate models. The main emissions scenario used in this analysis is Representative Concentration Pathway (RCP) 8.5, or known as the high emissions scenario, which assumes high population, slow technological progress, and no policy driven mitigation. For an extensive view of potential impacts, RCP 4.5 is also used below. This scenario, known as the stabilizing scenario, assumes emissions peak around 2040 before declining due to the use of emissions reduction technologies and strategies.

Based on the analysis, average maximum temperatures in the City of Pittsburg are expected to rise between 4.7°F (under RCP 4.5, the stabilizing scenario) and 7.8°F (under RCP 8.5, the high emissions scenario) between the baseline (1961 – 1990) and the end of the century (2070 – 2099). Likewise, the average minimum temperature in Pittsburg will increase under both scenarios, with minimum temperatures expected to rise by 4.2°F (under RCP 4.5) and 7.3°F (under RCP 8.5) between the baseline (1961 – 1990) and the end of the century (2070 – 2099). In Pittsburg, extreme heat days are defined as days with temperatures over 100.2°F. By the end of the century, it is anticipated that there will be 19 extreme heat days under RCP 4.5 and 34 extreme heat days under RCP 8.5, up from approximately 4 days

20.https://www.niehs.nih.gov/research/programs/climatechange/health_impacts/heat/index.cfm
21.https://www.census.gov/quickfacts/fact/table/pittsburgcitycalifornia/AGE775221#AGE775221
22. https://cal-adapt.org/

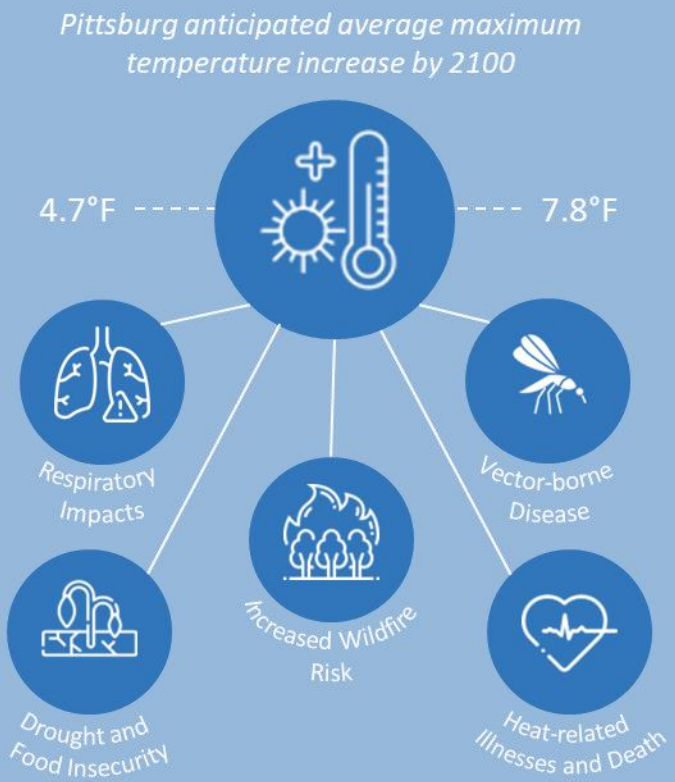


California Poppies

over the 30-year modeled average for 1961 – 1990. Simultaneously, it is anticipated that the maximum length of dry spell, which is defined as the number of consecutive days with less than 1 millimeter of rain, will also increase. Under RCP 4.5, it is anticipated that the maximum length of dry spell will increase by 10 days, from 117 days to 127 days, and under RCP 8.5, it is anticipated to increase by 15 days, to 132. Figure 5 provides a comparison of the anticipated changes in Pittsburg under both scenarios, with more information provided in Appendix B, CalAdapt.

Despite the very real impacts of climate change, there is hope. Hope that is based in science and provides a realistic path forward for us to truly change the world in which we live, work, and play. The Sustainability Plan includes actions in which every part of the community – residents, property owners, businesses, and City government – can participate to improve quality of life. The City of Pittsburg will strive to set an example by doing its part to achieve sustainable goals and fostering a safe, healthy, vibrant, and resilient community. We're excited to work together to build a more sustainable and resilient future!

Figure 4. Climate Changes and Risks in Pittsburg





Recycled Water Irrigation Signage

2. GHG Emissions Inventories, Forecasts, & Targets

Existing GHG Emissions

A GHG emissions inventory identifies the major sources and quantities of GHG emissions produced by community wide activities within a jurisdiction's boundaries for a given year, including the subset of emissions generated by City government (municipal) operations, each of which are summarized in more detail below. Estimating GHG emissions enables local governments to establish an emissions baseline, track emissions trends, identify the greatest sources of GHG emissions within their jurisdiction, and set targets for future reductions.

The Sustainability Plan builds off the 2005 baseline and updated 2016 inventory of GHG emissions from community wide and municipal activities within the City. The 2016 GHG emissions inventory was completed to provide an updated emissions inventory and help measure the GHG emissions reduction progress since 2005. Additionally, the 2005 baseline emissions inventory was updated at the time that the 2016 inventory was drafted to establish a consistent comparison of the City of Pittsburg's change in emissions over time. Both the 2005 and 2016 inventories include GHG emissions from the community, as well as municipal emissions that are generated by City buildings and operations. It is important to note that the municipal operations inventory is a portion of the community inventory, meaning that the municipal emissions are included within the community-wide inventory, and are completed to demonstrate City leadership.

Both inventories are divided into four sectors, or sources of emissions: energy (electricity and natural gas), transportation, solid waste, and water (consumption and wastewater treatment). Emissions estimates were calculated using the International Council for Local Environmental Initiatives (ICLEI) methodologies, specifically, the United States Community Protocol for Accounting and Reporting Greenhouse Gas Emissions Version 1.2 (Community Protocol) is used for community-wide emissions and the Local Government Operations Protocol Version 1.1 (LGOP) was used to quantify municipal emissions. To allow for comparison among GHG emissions sources, all emissions are translated to the equivalent of one metric ton of carbon dioxide, or MT CO_2e. One MT CO_2e is the equivalent of using 113 gallons of gasoline or driving 2,564 miles in an average gasoline-powered vehicle.[23]

2016 Community Emissions

In 2016, Pittsburg emitted approximately 284,129 MT CO_2e. As shown in Table 2 and Figure 6, the transportation sector was the largest source of emissions, generating approximately 155,918 MT CO_2e, or approximately 55 percent of total 2016 emissions. Electricity and natural gas consumption within the residential and commercial sectors was the second largest source of emissions, generating 105,037 MT CO_2e, or 37 percent of the total in 2016. Waste generation, including processing and the decomposition of waste, resulted in seven percent of the City's emissions (20,269 MT CO_2e), while water use and wastewater generation resulted in the remaining approximately one percent of total emissions in 2019, which equates to 2,906 MT CO_2e.

Changes Since 2005

Overall, GHG emissions have decreased by approximately 79,770 MT CO_2e or 22 percent between 2005 and 2016. This decrease was driven primarily by a 58 percent reduction in emissions generated by electricity due to an increase in renewable energy causing a significant decrease in the emission factor for electricity. Emissions from residential natural gas use also decreased, whereas commercial natural gas use slightly increased during the same timeframe. Together, these changes equated to a 30 percent reduction in building energy emissions over the decade. Likewise, total transportation emissions decreased by 25 percent, however, emissions from off-road vehicles and equipment increased by approximately seven percent between 2005 and 2016. Waste emissions stayed relatively constant between the two years, and emissions from water were reduced by over 50 percent. See Table 3 for details on the change in GHG emissions from 2005 to 2016. For additional details on the 2005 inventory sectors and results, see Appendix C.

23. https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator?unit=gasoline&amount=2445

Table 2. Community Greenhouse Gas Emissions Inventory (2016)

Sector and Primary Sources	2016 Emissions (MT of CO_2e)	% of 2016 Emissions
Energy	**105,037**	**37**
Electricity use in residential and non-residential buildings	30,442	11
Natural gas use in residential and non-residential buildings	71,959	25
Electricity transmission and distribution losses	2,636	1
Transportation	**155,918**	**55**
On-road transportation	145,013	51
Off-Road Vehicles and Equipment	9,928	3
BART passenger rail	163	<1
Port transport and goods movement	815	<1
Waste	**20,269**	**7**
Decomposition of solid waste sent to landfills	20,269	7
Water and Wastewater	**2,906**	**1**
Electricity used to treat, transport, and pump water	1,917	1
Wastewater collection and treatment	989	<1
Total	**284,129**	**100.0 %**

Notes: MT CO_2e = Metric tons of carbon dioxide equivalent.
Emissions have been rounded to the nearest whole number and therefore sums may not match.

Figure 6. Community Greenhouse Gas Emissions Inventory (2016)

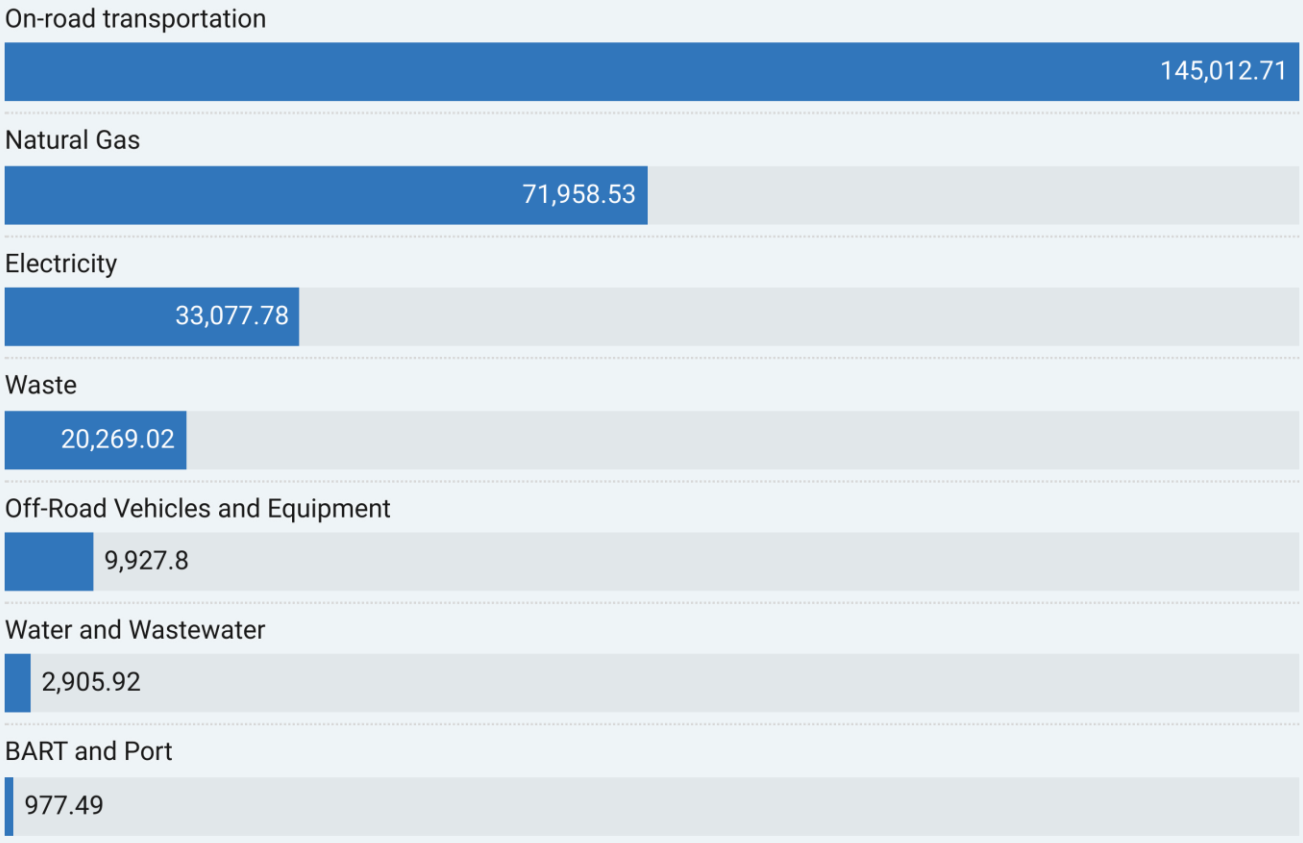


Table 3. Change in Greenhouse Gas Emissions Between 2005 and 2016

Sector and Primary Sources	2005	2016	Change	Percent Change (%)
Energy (MT of CO_2e)	**150,110**	**105,037**	**-45,074**	**-30%**
Electricity use in residential and non-residential buildings (MT of CO_2e)	72,249	30,442	-41,808	-58%
Natural gas use in residential and non-residential buildings (MT of CO_2e)	73,960	71,959	-2,001	-3%
Electricity transmission and distribution losses (MT of CO_2e)	3,901	2,636	-1,265	-32%
Transportation (MT of CO_2e)	**187,784**	**155,918**	**-31,866**	**-17%**
On-road transportation (MT of CO_2e)	175,229	145,013	-30,217	-17%
Off-Road Vehicles and Equipment (MT of CO_2e)	9,248	9,928	679	7%
BART passenger rail (MT of CO_2e)	1,170	163	-1,007	-86%
Port transport and goods movement (MT of CO_2e)	2,136	815	-1,322	-62%
Waste (MT of CO_2e)	**20,101**	**20,269**	**168**	**1%**
Decomposition of solid waste sent to landfills (MT of CO_2e)	20,101	20,269	168	1%
Water and Wastewater (MT of CO_2e)	**5,903**	**2,906**	**-2,997**	**-51%**
Electricity used to treat, transport, and pump water (MT of CO_2e)	4,708	1,917	-2,791	-59%
Wastewater collection and treatment (MT of CO_2e)	1,195	989	-206	-17%
Community-wide Total Emissions (MT of CO_2e)	**363,899**	**284,129**	**-79,770**	**-22%**
Population	61,120	69,805	8,685	14%
Community-wide Total Emissions per Capita (MT of CO_2e/person)[1]	**5.95**	**4.07**	**-1.88**	**-32%**

Notes: MT CO_2e = Metric tons of carbon dioxide equivalent.
Emissions have been rounded to the nearest whole number and therefore sums may not match.

1. The inventories are translated to per capita emissions by dividing mass emissions by population for each year.

The decrease in Pittsburg's GHG emission can also be evaluated on a per capita basis to capture the population and economic growth experienced in the period between the two GHG inventories. Even though Pittsburg's service population increased by 14 percent between 2005 and 2016, overall GHG emissions decreased by 22 percent. This equates to a reduction in per capita GHG emissions by 32 percent over the eleven-year period, as shown at the bottom of Table 3.

While the overall GHG emission reductions set us on the right path towards our 2030 GHG reduction target, more work is needed to allow Pittsburg to continue reductions. As demonstrated in Table 5, GHG emissions per capita will continue to decrease through 2045. However, this decrease will occur at a much slower rate than seen between 2005 and 2016. Historically, Pittsburg experienced emission reductions from renewable energy and efficiency gains. These reductions were enough to overcome population and economic growth. In the future, emission reductions from state regulations that can be quantified today will not overcome the projected growth in Pittsburg's population and economy. This means overall GHG emissions will increase through 2045 without local action.

Municipal Emissions

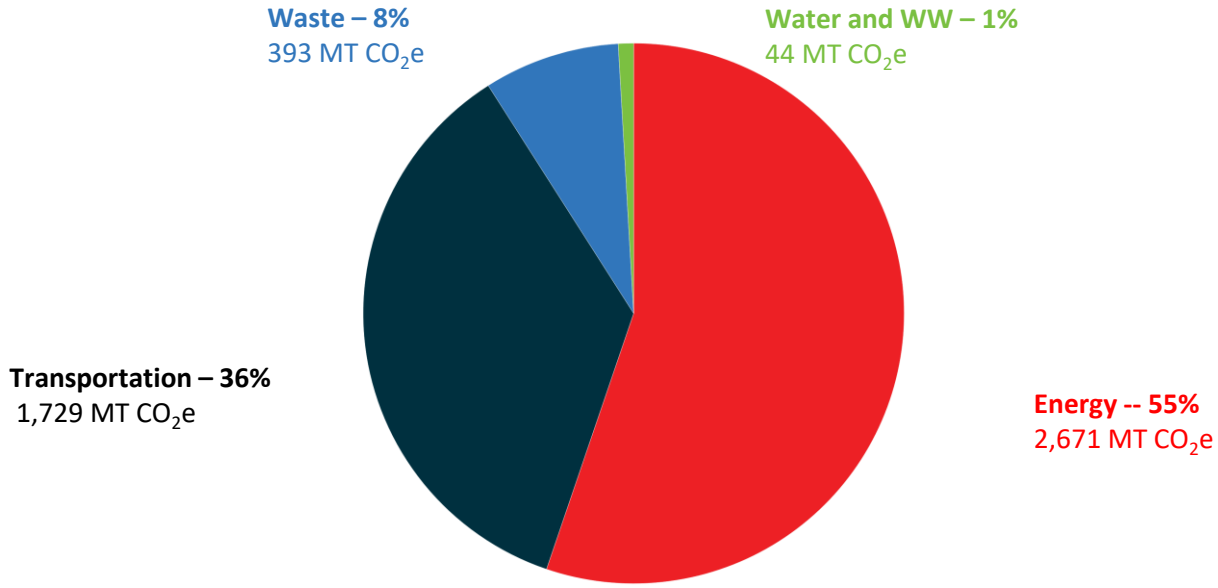
In 2016, the City of Pittsburg's GHG emissions associated with municipal operations totaled 4,837 MT CO_2e. As shown in Table 4 and Figure 7, emissions from the City's energy use were the largest sector (2,671 MT CO_2e, or 55 percent). The second largest source of emissions (1,729 MT CO_2e, or 36 percent) was from the vehicle and transit fleet, as well as employee commute to municipal facilities. The remaining emissions were generated using water and generating wastewater by municipal staff at City-owned facilities, which generated 44 and 393 MT CO_2e, respectively, resulting in a total of nine percent of the annual emissions. For additional details on the sectors included in the 2016 municipal GHG inventory, see Appendix D.

Table 4. Municipal Greenhouse Gas Emissions Inventory (2016)

Sector and Primary Sources	2016 Emissions (MT of CO_2e)	% of 2016 Emissions
Energy	**2,671**	**55%**
Electricity	2,347	48%
Natural gas	325	7%
Transportation	**1,729**	**36%**
Employee commute	339	7%
Vehicle and Transit Fleet	1,390	29%
Waste	**393**	**8%**
Methane generated from decomposition of solid waste sent to landfills	393	8%
Water	**44**	**1%**
Electricity used to treat, transport, and pump water and wastewater to City facilities	44	1%
Total	**4,837**	**100%**

Notes: MT CO_2e = Metric tons of carbon dioxide equivalent.
Emissions have been rounded to the nearest whole number and therefore sums may not match.

Figure 7. Municipal Greenhouse Gas Emissions Inventory (2016)



GHG Emissions Forecast

Emissions forecasts provide an estimate of future GHG emissions. The future GHG emissions levels are projected using the 2016 inventory based on a continuation of current activities and projected change in the community over time. The forecast accounts for current and future legislative actions from the state government and is used to help identify actions that must be taken now to meet future GHG reduction targets. This Sustainability Plan identifies GHG emissions reduction targets for the years 2030 (i.e., SB 32 target year) and 2045 (i.e., AB 1279 target year).

Business-as-Usual

A business-as-usual (BAU) forecast assumes that no additional efforts or legislative actions will be made to reduce GHG emissions in the future. The BAU forecast projects changes in population, housing, employment, and transportation activity over time, as detailed in the City's General Plan. The BAU forecast does not account for GHG emissions reductions associated with local GHG reduction strategy implementation or additional legislative actions. The BAU forecast projects how GHG emissions would change in the years 2030, 2035, 2040, and 2045. As shown in Table 5 below, Pittsburg's business-as-usual GHG emissions are projected to increase to 423,267 MT CO_2e in 2030, 481,579 MT CO_2e in 2035, 539,891 MT CO_2e in 2040, and 604,997 MT CO_2e in 2045. Appendix E provides additional details on the projected changes in Pittsburg's population, housing, and employment and the BAU forecasted GHG emissions.

Adjusted Forecast

An adjusted forecast accounts for state regulations that require the reduction of future GHG emissions within the state. Several state regulations (e.g., SB 100, 2019 Title 24 Energy Efficiency Standards, Advanced Clean Truck Rule) have been enacted that will reduce future GHG emissions.

These regulations have been incorporated into an adjusted forecast, which provides a more accurate picture of future emissions growth and the emission reduction the City and community will be responsible for after state regulations have been implemented. As shown in Table 5, Pittsburg's adjusted GHG emissions are projected to increase to 329,938 MT CO_2e in 2030, 345,821 MT CO_2e in 2035, 360,264 MT CO_2e in 2040, and 379,140 MT CO_2e in 2045. Additional details on the GHG adjusted forecast and the state regulations included are provided in Appendix B.

GHG Emissions Targets

GHG reduction targets are used for sustainability and climate action planning to establish measurable metrics intended to guide the community's commitment to begin reducing GHG emissions and help gauge progress on reducing emissions over time. After analyzing the City's 2016 inventory and forecast scenarios, emission targets were set to create quantitative goals that will further the City's ability to measure emission reduction progress from the forecasted scenarios.

Table 5. Pittsburg Business-as-Usual and Adjusted GHG Forecast

Emissions Forecast	2030	2035	2040	2045
Business as Usual Forecast (MT CO_2e)	423,267	481,579	539,891	604,997
Emission Reductions from State Initiatives (MT CO_2e)	116,506	135,758	190,401	225,857
Adjusted Forecast (MT CO_2e)	**329,938**	**345,821**	**360,264**	**379,140**
Population	85,934	90,780	95,626	101,312
Per Capita Adjusted Forecast (MT CO_2e/person)[1]	**3.84**	**3.81**	**3.77**	**3.74**

Notes: MT CO_2e = Metric tons of carbon dioxide equivalent.
Emissions have been rounded to the nearest whole number and therefore sums may not match.

1. The adjusted forecast is translated to per capita emissions by dividing mass emissions by population for each year.

In accordance with state guidance, Pittsburg has chosen to set efficiency, or per capita, GHG emission reduction targets (i.e., MT CO_2e per capita) as part of this Sustainability Plan.[24] These types of targets will guide the City towards the state's emission reduction goals while accounting for the City's expected population growth. Table 6 below shows what Pittsburg's GHG emission reduction targets would be if aligned with the state's 2030 goal (i.e., reducing 1990 per capita GHG emissions 40 percent by 2030)[25] prior to reaching the state's long-term goal of carbon neutrality by 2045. However, this target pathway allows Pittsburg's mass emissions, defined as the total emissions generated in the City, to increase above 2016 emission levels before 2030 (shown in the bottom row of Table 6), making future progress towards carbon neutrality more difficult. To account for the City's expected population growth while remaining in line with the reduction path to achieve the state's long-term 2045 goal, Pittsburg has decided to choose a more proactive 2030 GHG emission reduction target based on mass or total Citywide emissions, as shown in Table 7. As such, the following GHG reduction targets have been established by the City of Pittsburg:

- Reduce GHG emissions to 3.0 MT CO_2e per capita by 2030 (the SB 32 target year)
- Reduce GHG emissions to 0.0 MT CO_2e per capita by 2045 (the AB 1279 target year)

Table 7 and Figure 8 on the following page show Pittsburg's established emission reduction targets, the targets translated to a mass emissions pathway, and the emissions remaining each year. The emissions remaining represent the emissions between Pittsburg's adjusted forecast and the established GHG emission reduction targets—these are the emissions after state regulations that Pittsburg would need to reduce through local action to meet their targets. Pittsburg would be required to reduce 72,136 MT CO_2e by 2030, 164,261 MT CO_2e by 2035, 264,638 MT CO_2e by 2040, and 379,140 MT CO_2e by 2045 to meet their targets. The goals and actions developed by City staff and the community in the following section (Section 3, *Emissions Reductions Strategies*) will help the City begin making progress towards reducing these remaining emissions gaps and meeting their future GHG reduction targets. See Appendix E for more information on the GHG emission reduction targets and the target setting process.

24. https://ww2.arb.ca.gov/sites/default/files/2023-04/2022-sp.pdf
25. Per the General Plan Guidelines from the Governor's Office of Planning and Research, 1990 emissions were estimated under the assumption that 2005 emission levels were 15% higher than 1990 levels. https://opr.ca.gov/docs/OPR_C8_final.pdf.

Table 6. SB 32 Per Capita GHG Emissions Target Pathway Scenario

Emissions Forecast or Pathway	2030 (MT CO_2e)	2035 (MT CO_2e)	2040 (MT CO_2e)	2045 (MT CO_2e)
Adjusted Forecast (MT CO_2e)	329,938	345,821	360,264	379,140
Population	85,934	90,780	95,626	101,312
Per Capita Adjusted Forecast (MT CO_2e/person)[1]	3.84	3.81	3.77	3.74
SB 32 Per Capita Target Pathway (MT CO_2e/person)[2]	3.90	2.60	1.30	0
SB 32 Per Capita Target Pathway Translated to Mass Emissions (MT CO_2e)[3]	335,303	236,141	124,373	0
Remaining Emissions Gap (MT CO_2e)[4]	**-5,365**	**109,680**	**235,890**	**379,140**

Notes: MT CO_2e = Metric tons of carbon dioxide equivalent

Emissions have been rounded to the nearest whole number and therefore sums may not match.

1. The adjusted forecast is translated to per capita emissions by dividing mass emissions by population for each year.

2. The target pathway is calculated by reducing 1990 per capita emissions (i.e., 6.5 MT CO_2e/person) by 40% in 2030 and to zero in 2045. This provisional target pathway is consistent with both SB 32 and a trajectory set forth to achieve AB 1279.

3. The target pathways are translated to mass emissions by multiplying the per capita emissions target by the City's estimated population in the respective year. Actual mass emission targets will depend on the City's actual population in the future years.

4. The remaining emissions gaps are calculated by subtracting the mass emission targets from the adjusted forecast for each year.

5. The target pathway is calculated by reducing per capita emissions to 3.00 MT CO_2e/person in 2030 and zero in 2045.

Table 7. Pittsburg GHG Reduction Target Pathway and Remaining Emissions Gap

Emissions Forecast or Pathway	2030 (MT CO_2e)	2035 (MT CO_2e)	2040 (MT CO_2e)	2045 (MT CO_2e)
Adjusted Forecast (MT CO_2e)	329,938	345,821	360,264	379,140
Population	85,934	90,780	95,626	101,312
Per Capita Adjusted Forecast (MT CO_2e/person)[1]	3.84	3.81	3.77	3.74
SB 32 Per Capita Target Pathway (MT CO_2e/person)[2]	3.00	2.00	1.00	0
SB 32 Per Capita Target Pathway Translated to Mass Emissions (MT CO_2e)[3]	257,802	181,560	95,626	0
Remaining Emissions Gap (MT CO_2e)[4]	**72,136**	**164,261**	**264,638**	**379,140**

Notes: MT CO2e = Metric tons of carbon dioxide equivalent

Emissions have been rounded to the nearest whole number and therefore sums may not match.

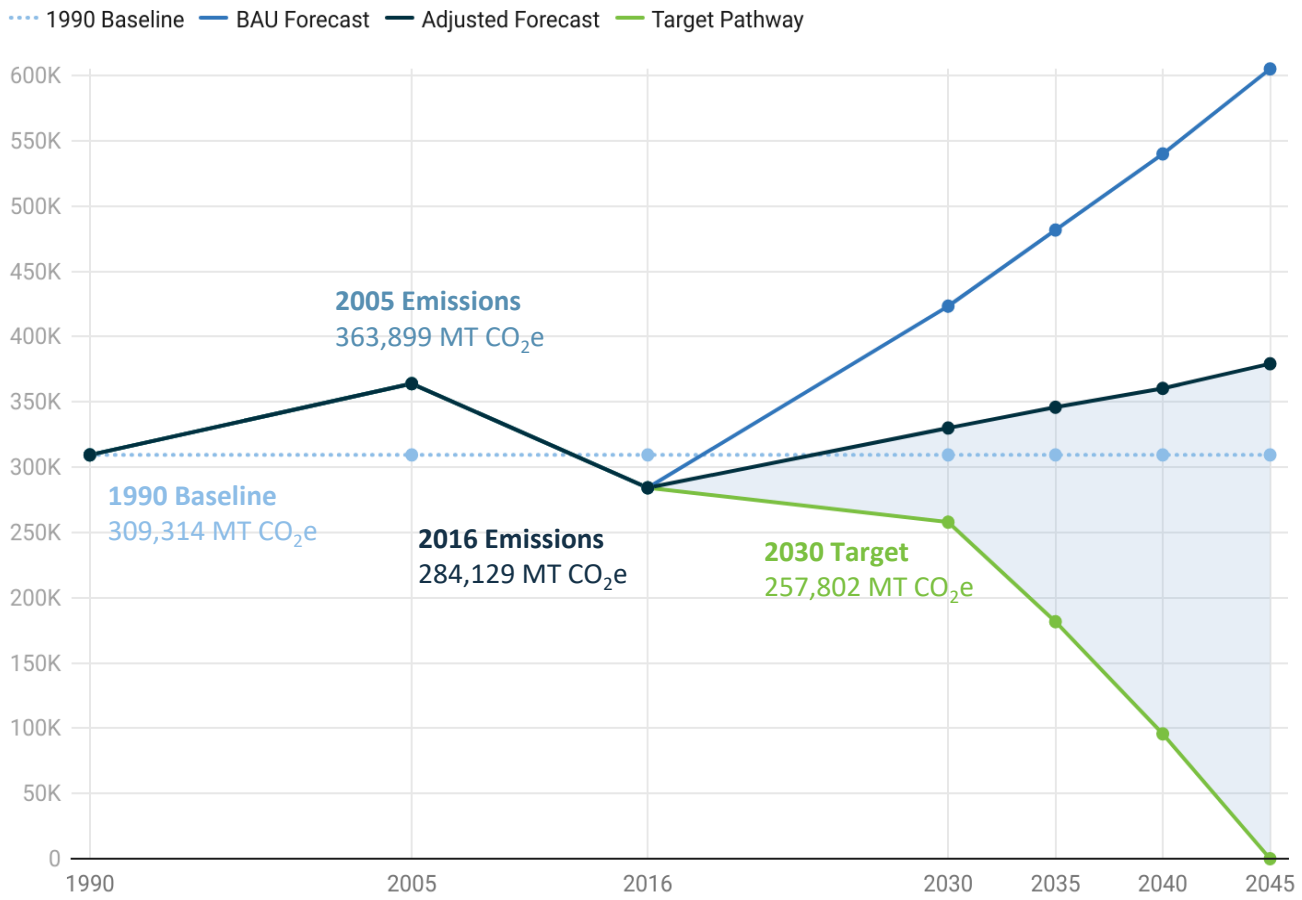
1. The adjusted forecast is translated to per capita emissions by dividing mass emissions by population for each year.

2. The target pathway is calculated by reducing per capita emissions to 3.00 MT CO2e/person in 2030 and zero in 2045.

3. The target pathways are translated to mass emissions by multiplying the per capita emissions target by the City's population in the respective year.

4. The remaining emissions gaps are calculated by subtracting the mass emission targets from the adjusted forecast for each year.

Figure 8. GHG Reduction Target Pathway and Gap Analysis



3. GHG Emissions Reduction Strategies



California Buckeye

GHG Reduction Strategy

It is not too late to limit some of the worst impacts from climate change if we act in earnest now.[26] We must work together to mitigate, or reduce, the flow of GHG emissions into the atmosphere and simultaneously adapt to the changes that have already occurred or will occur in the future.[27] Mitigation strategies are discussed throughout this section and information on how the City of Pittsburg will adapt is interwoven into the co-benefits.

This Sustainability Plan is designed to reduce GHG emissions through implementation of feasible and achievable, yet ambitions GHG emissions reduction strategies and goals that equitably benefit the entire community. The initiatives included in the Sustainability Plan are structured in a stepwise manner, with strategies, goals, and actions. Each strategy provides an overarching statement with which the goals align. The goals included under each strategy are intended to pull in the same direction, providing effective and realistic means for making progress towards the sustainability efforts and GHG emission reductions necessary to reach the 2030 target and establish the blueprint for the deep decarbonization needed to reach the 2045 target of carbon neutrality.[28] Finally, the actions provide supportive steps to begin working towards the quantified or specific targets outlined in each goal. The actions, when implemented, will help Pittsburg make progress towards the goal, however, more work will be needed to continue to move the needle forward and ultimately reach both the 2030 and 2045 targets, such as adopting reach codes and ordinances.

Reducing Emissions in Pittsburg

To develop the goals and actions in the Sustainability Plan, the City utilized guiding principles and considered factors such as co-benefits, costs, and equity. The following sections describe each element in detail. Figure 9 below depicts the structure of the plan's strategies, goals, and actions, as well as the elements used to develop them.

26. https://www.climate.gov/news-features/climate-qa/can-we-slow-or-even-reverse-global-warming#:~:text=Yes.,(%E2%80%9Cblack%20carbon%E2%80%9D).
27. According to NASA, in relation to climate change, there is a time lag between what we do and when we feel it, but that lag is less than a decade.

28. The GHG reduction targets included in this Plan are intended to align with the GHG reduction goal codified by SB 32 of reduce GHG emissions to 40 percent below 1990 levels by 2030. According to the Association of Environmental Professionals (AEP) 2016 White Paper "Beyond 2020 and Newhall," meeting the long-term target of carbon neutrality in 2045 will require substantial advances in cost-effective technological solution related to GHG reductions. As such, the GHG reduction goals will begin substantial progress toward meeting the long-term 2045 target but will need to be reassessed as future advances in technology become available.

Sustainability Pillars

High-quality sustainability and climate action planning is built on six essential pillars that, when incorporated into the design of each goal, where applicable, result in implementable and effective sustainability and GHG emissions reduction strategies. These pillars include:

- **Equity** – Goals should include programs and policies to provide disadvantaged and vulnerable communities the resources to benefit from each goal.
- **Structural change** – Goals should establish institutional and policy framework to facilitate long-term change.
- **Feasibility** – Goals should help the City understand costs, benefits, barriers, and opportunities to develop programs and policies to best serve the community.
- Partnership – Goals should focus on partnerships with outside agencies and community-based organizations to leverage expertise and resources to create programs and policies the City would not be able to achieve alone.
- Funding – Goals should identify funding and financing avenues to support the associated costs and be designed to overcome potential financial impacts of modernization.
- Education – Goals should include community engagement and empower residents and interested parties to act.

These pillars have been used to establish actions that will in-turn work towards the 2030 emissions reduction target and begin progress to the long-term 2045 target of carbon neutrality. The 2030 and 2045 targets represent the City's fair share reductions towards achieving the State's overall climate goals. During the action development process, each initiative was viewed through the

Figure 9. Strategy, Goal, and Action Structure



Over time, the Plan will be reviewed, and additional actions will be added to make greater progress on the established Goals. This Sustainability Plan serves as the City's first step in climate action planning and will continue to be refined.

lens of these pillars to build a comprehensive approach to sustainability. The Cornerstone Goal, Goal C-1.1, illustrates how each of the pillars are integrated into the supportive actions.

The Cornerstone Goal

In construction, the cornerstone is often the first stone set, and all other stones are set in reference from that point, essentially determining the direction or position of the building. Similarly, the Cornerstone Goal (C-1.1) sets the direction of this Plan and is intended to build support around an area of community pride. The Cornerstone Goal of this Plan intends to connect the Plan and the community around the opportunity to leverage sustainability efforts and climate action for continued economic development in Pittsburg. Initiatives from all-electric building retrofits to increased waste diversion will create new jobs. A recent study by the University of California, Los Angeles (UCLA) Luskin Center for Innovation found that 100,000 full-time equivalent jobs would be created across various sectors of the economy as the result of electrifying all of California's new and existing buildings by 2045.[29] Similarly, in the waste and materials sector, the process of re-using materials was found to create 200 times as many jobs as sending those materials to landfills and incinerators while recycling increased jobs by a factor of 50. Done in an intentional and holistic way, Pittsburg can leverage these job opportunities to create high-road jobs for Pittsburg residents in the sustainability industry—that is jobs that will provide Pittsburg residents family-sustaining wages, comprehensive benefits, and opportunities for continued career advancement.[30]

The sustainability pillars provide this intentional and holistic approach in a stepwise manner. Designed to embody each of the identified sustainability pillars, the Cornerstone Goal will be equipped with a framework for transformational change and community engagement to serve as a strong foundation for the Plan and the community as we work towards the City's GHG emission reduction targets.

29. https://innovation.luskin.ucla.edu/2019/11/13/move-to-all-electric-buildings-will-trigger-significant-demand-for-skilled-workers/.
30. https://www.usdn.org/uploads/cms/documents/workforce-guide_4.12.21_form.pdf

The Cornerstone Goal

Provide high-road jobs to low-income community members through a local High-road Workforce Development Program.

The Cornerstone Goal embodies each pillar in the follow ways:

- Focuses on equity by establishing a High-road Workforce Development Program targeted towards disadvantaged community members and vulnerable populations. As such, it aims to focus its employment and training resources on those with the most to gain from them.
- Focuses on structural change by amending the City's bid procurement and evaluation process to include local workforce as a criterion for evaluating capital improvement project bids. Meeting this pillar sets the goal up to create long-term change by establishing policies that will increase demand for local workforce and the program itself.
- Focuses on feasibility by analyzing current opportunities for high-road jobs. Embodying this pillar provides the City important information to design a program that best meets the community's needs.
- Focuses on partnership by collaborating with community-based organizations who have connections to community members in disadvantaged and vulnerable communities. Meeting this pillar allows the City to engage more community members than they would have been able to on their own, increasing the reach of the program across the community.
- Focuses on funding by applying for applicable grants to support the High-road Workforce Development Program's incentives for employers and developers. Meeting this pillar secures the development and sustainability of the program without putting undue pressure on the City's budget.
- Focuses on education by providing resources related to the High-road Workforce Development Program and developing an internship/apprenticeship board for local employers and Los Medanos College to share employment opportunities.

With each pillar, the Cornerstone Goal will be able to make transformational change and engage the community, paving the way for the rest of the goals in the Plan. Continuing this stepwise approach to designing each goal with the pillars, the other Sustainability Plan goals will establish their own foundations to make continued and far-reaching change.

Equity Guardrails

Integral to sustainability planning is ensuring that the impacts, co-benefits, and opportunities associated with each goal are equitably distributed amongst the community and that additional burdens on disadvantaged and vulnerable communities are avoided. The City of Pittsburg defines disadvantaged and vulnerable communities as follows:

- Disadvantaged community (DAC): a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation.
- Vulnerable community: an area with concentrated populations of seniors, persons with a disability, and lower income residents.[31]

Such communities are often disproportionally affected by the impacts of climate change and the burdens of sustainability actions. For this reason, they must be engaged, represented, and prioritized during the planning process. This kind of equitable community planning can help cities design safe, thoughtful, and specific policies that improve public health across the community, provide equitable job opportunities and better incomes, and minimize disproportionate burdens. Altogether, equitable community planning provides a strong foundation for realistic sustainability initiatives to be developed and implemented by the community.

To engage in equitable community planning, the City developed Equity Guardrails—a set of guiding criteria designed to formalize the Sustainability Plan's foundational goal for improving environmental justice issues as outlined in the Community Health and Environmental Justice Element. The specific criteria are used to instill equity within each goal of the Sustainability Plan. Actions included in this Sustainability Plan were reviewed for each criterion to determine if its associated actions would result in disproportionate burdens, inequities, or discrimination. If determined it could, the actions associated with the goal were updated to instead benefit the community members that have the most to gain. In this way, the criteria are used to instill equity within each goal of the Sustainability Plan, guiding the City towards a paradigm shift in environmental justice and public policy to transform the behaviors, institutions, and systems that disproportionately harm disadvantaged and vulnerable communities.

Table 8, on the following page, lists and defines the Equity Guardrail criteria that were used to assess each goal during the development of the Sustainability Plan.

31. Definitions sourced from the General Plan's Community Health & Environmental Justice Element.

Co-Benefits

Sustainability goals will produce additional benefits beyond GHG emissions reductions that the community will see from implementing the goals and actions. These co-benefits will have long-term positive impacts that will help Pittsburg reach their community goals. The co-benefits identified for each Sustainability Plan actions include:

- **Improved Health and Safety**
  - Creating a healthier community with less respiratory illnesses by improving indoor and outdoor air quality; improving life and property safety through efforts to increase adaptive capacity; and improving quality of life and comfort by creating more opportunities for physical activity, increasing access to green spaces, and maintaining thermal comfort
- **High-Road Job Development**
  - Creating and training Pittsburg residents for high-quality jobs in sustainable industries that provide family-sustaining living wages, comprehensive benefits, and opportunity for career advancement.
- **Community Savings**
  - Providing the community with long-term cost savings in areas such as utility bills

- **Connected Communities** 
  - Promoting a cohesive City with a strong sense of community by creating opportunities for community members to engage in public life and build ties to their neighbors
- **Energy Security** 
  - Increasing the uninterrupted availability of energy sources in the community at an affordable price and from local sources
- **Reduced Reliance on Fossil Fuels** 
  - Reducing the community's reliance on imported, polluting, and price-variable oil and gas

Table 8. Equity Guardrail Criteria

Equity Guardrail	Criteria
Access to Health and Safety Benefits	Each goal must be supported by actions that either mitigate potential negative outcomes, or improve access to the following for DACs and vulnerable communities: ▪ Individual and population health ▪ Life and property safety ▪ Quality of life and comfort Due to the upfront costs of actions such as electrification, many households will need financial support to have access to these health and safety benefits.
Equitable Allocation of Costs and Benefits	Each goal must be supported by actions that equitably allocate both costs and benefits across the community. This could include developing programs to provide equitable access to funding and financing mechanisms that address the specific needs of DACs and vulnerable communities (e.g., mitigating the additional upfront and maintenance costs of new technologies) or by developing equitable fee structures for transit or other services.
Promotes Housing Affordability and Anti-Displacement	Each goal must be supported by actions that: ▪ Improve access to benefits for renters and residents living in multi-family buildings ▪ Do not displace renters or overburden homeowners ▪ Do not place additional disproportionate financial burdens or hardships on DACs and vulnerable communities ▪ Protect DACs and vulnerable communities from cost-of-living increases
Authentic Investment and Engagement	Each goal must be supported by actions that continue engagement with DACs and vulnerable communities over the course of implementation to address identified hurdles as well as unforeseen barriers and constraints.
Provides Local and Accessible High-Road Job Development	Each goal must be supported by actions that create and protect local and accessible high-road job development, particularly for people experiencing barriers to employment. High-road jobs refer to high-quality jobs that provide family-sustaining, living wages, comprehensive benefits, and opportunity for career advancement.

Costs

Implementing the Sustainability Plan's goals may be extremely variable in cost as goals range from outreach and education to major investments in new infrastructure such as bike lanes and electric vehicle charging networks. While it may be tempting to only consider the upfront costs of a goal, there are many other cost considerations that should be part of the decision-making process. These costs were identified for each Sustainability Plan goal and used to categorize each goal as either having no-cost, low-cost, moderate-cost, or high-cost. Each cost category has been defined as follows:

- **No Cost:** Goals associated with operational changes that do not include upfront costs or result in zero lifecycle costs.
- **Low-Cost:** Goals associated with relatively low upfront costs or City staff time, (e.g., policy updates or outreach). For community members, this represents low upfront costs compared to existing alternatives.
- **Moderate-Cost:** Goals involving consultants or moderate infrastructure changes associated with an intermediate level of costs, (e.g., feasibility studies, program development, and retrofitting existing infrastructure). For community members, this represents costs that are not comparable to existing costs nor are offset over the lifetime (e.g., new fees or upfront costs partially offset by rebate opportunities.
- **High-Cost:** Goals that involve longer term projects requiring substantial investments into major infrastructure or technology over time, (e.g., energy storage, bike lanes, or other infrastructure changes). For community members, this represents costs that are not comparable to existing costs nor are offset over the lifetime (e.g., new electric vehicle purchase.

For a complete description of the costs for the Sustainability Plan goals, please see Appendix F.

Moving Towards the State's Goals

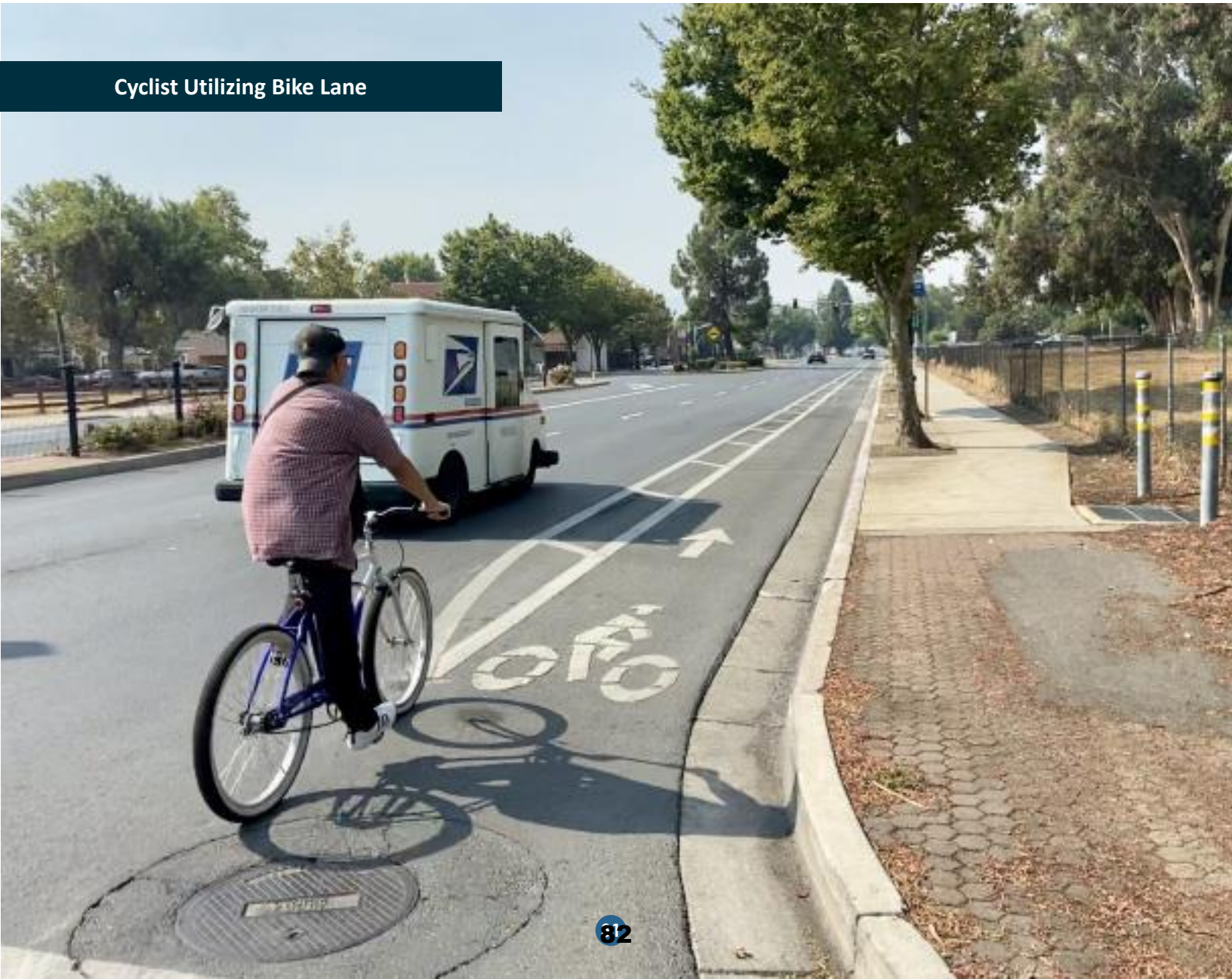
The goals and supporting actions outlined in this section were developed and refined using the elements described above and ultimately establish Pittsburg's first steps to work towards the City's 2 2030 GHG emissions reduction target and begin progress towards meeting the longer-term target of carbon neutrality by 2045. However, more work is needed to effectively reach both the 2030 target and the longer-term 2045 target. It is anticipated that the Plan will be reviewed and updated on a triennial basis, as discussed in Goal M-1.1 and Chapter 5, *Implementation*. Future iterations of the Plan will outline additional ways to meet the 2030 and 2045 emission reduction targets as new technologies and solutions become available. Continued progress will require a community-wide commitment at all levels to work towards the goals outlined in this Plan and make the necessary adjustments identified through regularly monitored progress.

Table 9 below summarizes the strategies and goals of the Sustainability Plan. The following section identify the supporting actions associated with each goal and identify the pillars, equity guardrails, co-benefits, and costs associated with each goal or action, as appropriate. In addition, the following sections identify the key performance indicators (KPI) that will be used to monitor progress made on each goal. Together, these KPI's will help gauge overall progress towards the City's GHG emission reduction targets and signal opportunities for additional actions and refinement.

Table 9. Summary of GHG Emission Reduction Goals

ID #	Goal Text
Strategy C-1: Cornerstone to Climate Action Planning	
C-1.1	Provide high-road jobs to members of disadvantaged and vulnerable communities through a local High-road Workforce Development Program.
Strategy E-1 Electrify the Building Stock	
E-1.1	Electrify 75% of new construction in the City by 2026 and 100% of new construction in the City by 2029.
E-1.2	Electrify existing residential buildings to reduce residential natural gas consumption 15% by 2030 and 100% by 2045, from 2016 levels.
E-1.3	Electrify existing commercial buildings to reduce commercial natural gas consumption 15% by 2030 and 100% by 2045, from 2016 levels.
Strategy E-2 Decarbonize Electricity and Increase Use and Storage of Local Renewable Energy	
E-2.1	Increase the number of accounts enrolled in MCE's programs to 95%, with a total of 40% of accounts enrolled in the Deep Green energy option by 2030.
E-2.2	Increase generation and storage of local renewable energy.
Strategy T-1 Reduce Passenger Car Vehicle Miles Traveled	
T-1.1	Implement Pittsburg Moves, increasing active transportation mode share from 1.5% in 2020 to 3% by 2030 and 9% by 2045.
T-1.2	Implement public and shared transit programs to increase public transit mode share from 10.1% in 2020 to 12% by 2030 and 17% by 2045.
Strategy T-2 Increase Zero-Emission Vehicle and Equipment Use	
T-2.1	Increase passenger zero-emission vehicle adoption from 2.3% in 2020 to 15% by 2030 and 100% by 2045.
T-2.2	Increase commercial zero-emission vehicle adoption from less than 1% in 2020 to 10% by 2030 and 100% by 2045.
T-2.3	Transition 5% of all (i.e., commercial and residential) off-road equipment to zero-emission alternatives by 2030 and 100% by 2045.
Strategy W-1 Increase Water Conservation and Local Water Supply	
W-1.1	Reduce per capita water consumption by 10% by 2030 and 30% by 2045, from 2016 levels.
W-1.2	Increase recycled water use in the City.
W-1.3	Increase green stormwater infrastructure.
Strategy W-2 Minimize Water Loss System-wide	
W-2.1	Reduce real and apparent system water loss from a rate of 13% in 2020 to less than 10% by 2030 and less than 7% by 2045.
Strategy SW-1 Organic Waste Diversion	
SW-1.1	Continue to take action to meet SB 1383 organics and recycling requirements, reducing organic waste disposal 75% from 2014 levels by 2025 statewide.
Strategy SW-2 Reduce Community Waste Generation	
SW-2.1	Reduce community-wide waste generation 55% by 2025 and 90% by 2040 statewide, from 2014 levels.

Strategy CS-1 Carbon Sequestration	
CS-1.1	Increase carbon sequestration by planting 150 new trees annually through 2045 to sequester carbon and create urban shade to reduce heat island effect.
CS-1.2	Increase carbon sequestration by applying 0.08 tons of compost per capita annually in the community by 2030, increasing up to 0.10 by 2045.
Strategy M-1 Commit to Climate Action	
M-1.1	Complete annual progress reports on Pittsburg's Sustainability Plan every three years.
Strategy M-2 Reduce Municipal Reliance on Natural Resources	
M-2.1	Electrify 25% of existing City facilities by 2030 and 100% of existing City facilities by 2045, as well as all newly constructed City buildings, while also increasing renewable energy use.
M-2.2	Transition 50% of the City's vehicle and equipment fleet to renewable fuels and electric by 2030 and 100% by 2045.
M-2.3	Reduce the number of single occupancy, fossil fueled vehicle annual employee commute trips 20% by 2030 and 50% by 2045.



Cyclist Utilizing Bike Lane

How to read the following pages:

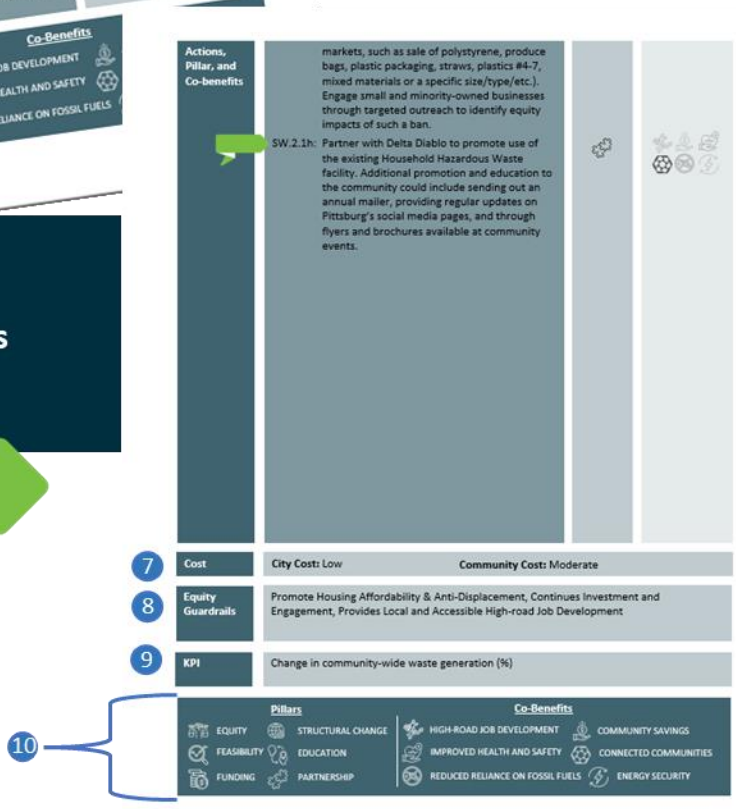


1. Goal
2. Description of Goal
3. Actions
4. Sustainability Pillar
5. Co-benefits
6. Flag denoting inclusion revised text or additional actions based on community feedback
7. Cost
8. Equity Guardrails
9. Key Performance Indicators
10. Key showing pillar and co-benefit icons

Community feedback resulted in 13 new actions and 8 updated actions!

New Action

Updated Action



Cornerstone

C-1 Cornerstone to Climate Action Planning

C-1.1 Provide high-road jobs to members of disadvantaged and vulnerable communities through a local High-road Workforce Development Program.

C-1.1 – Provide high-road jobs to members of disadvantaged and vulnerable communities through a local High-road Workforce Development Program.

Reducing GHG emissions and creating a more sustainable Pittsburg will require initiatives from building retrofits to electric vehicle infrastructure buildout that demand a skilled, trained, and stable green workforce. As a community, we can leverage this demand to create high-road jobs for Pittsburg residents—jobs that will provide Pittsburg residents family-sustaining wages, comprehensive benefits, and opportunities for continued career advancement.[32] Targeted towards community members with the most to gain from these high-quality, stable jobs, we can uplift and improve economic conditions for members of disadvantaged and vulnerable communities providing meaningful social justice in Pittsburg. Through a High-road Workforce Development Program we can create a future that brings renewable energy, ecological restoration, and more scientific-based environmental education to Pittsburg, leveraging efforts to reduce GHG emissions and create a more sustainable City for continued economic development. Additionally, this goal would decrease income inequity by providing workers with better-paying jobs and opportunities for advancement, while reducing poverty through living wages.

Actions, Pillar, and Co-benefits		
	C.1.1a:	Establish a High-road Workforce Development Program that provides incentives to Pittsburg businesses and potential developers to establish apprenticeships programs for Pittsburg members of disadvantaged and vulnerable communities.
	C.1.1b:	Apply for grant opportunities to offer incentives to employers and developers for implementing local workforce apprenticeship programs, through grants such as the Transformative Climate Communities Implementation Grant and High Road Training Partnerships: Resilient Workforce Fund Program.
	C.1.1c:	Perform an analysis on current workforce opportunities within the City that provide potential for high-road jobs through direct engagement with local businesses. Through this analysis establish the criteria for high-road jobs, and identify opportunities for bringing in additional developers and businesses that will provide jobs that meet these criteria.
	C.1.1d:	Partner with community-based organizations with connections to disadvantaged and vulnerable communities to perform direct

Pillars

EQUITY
STRUCTURAL CHANGE
FEASIBILITY
EDUCATION
FUNDING
PARTNERSHIP

Co-Benefits

HIGH-ROAD JOB DEVELOPMENT
COMMUNITY SAVINGS
IMPROVED HEALTH AND SAFETY
CONNECTED COMMUNITIES
REDUCED RELIANCE ON FOSSIL FUELS
ENERGY SECURITY

32. https://cwdb.ca.gov/wp-content/uploads/sites/43/2019/09/High-Road-ECJ-Brief_UPDATED-BRANDING.pdf

Actions, Pillar, and Co-benefits	engagement promoting opportunities within the High-road Workforce Development Program. C.1.1e: Create a City webpage to provide resources related to the High-road Workforce Development Program to allow for posting of available resources and to develop an internship/apprenticeship board for local employers and Los Medanos College to share employment opportunities. C-1.1f: Amend the City's bid procurement and evaluation process to include local workforce (i.e., including Pittsburg residents in the project workforce) as a criterion for evaluating capital improvement project bids.	 	 
Cost	**City Cost:** Moderate **Community Cost:** N/A		
Equity Guardrails	Continues Investment and Engagement, Provides Local and Accessible High-road Job Development		
KPI	Number of apprenticeships created, and value of incentives provided ($)		

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

Energy

E-1 Electrify the Building Stock

E-1.1 Electrify 75% of new construction in the City by 2026 and 100% of new construction in the City by 2029.

E-1.2 Electrify existing residential buildings to reduce residential natural gas consumption 15% by 2030 and 100% by 2045, from 2016 levels.

E-1.3 Electrify existing commercial buildings to reduce commercial natural gas consumption 15% by 2030 and 100% by 2045, from 2016 levels.

E-1.1 – Electrify 75% of new construction in the City by 2026 and 100% of new construction in the City by 2029.[33]

New building electrification is a cost-effective and socially equitable way to reduce GHG emissions, lower community costs, and protect public health. All-electric buildings can be more energy efficient and produce lower energy bills than those powered by natural gas. Implemented with an emphasis on equity, these lower operating costs can help reduce energy bill burdens in the community. Additionally, constructing new all-electric buildings is more cost-effective up-front than building traditional mixed-fuel buildings due to the cost savings obtained from avoiding the installation and expansion of natural gas infrastructure. These long-term and up-front cost savings make all-electric new construction an easy choice for the community. All-electric buildings also provide a critical step towards improving public health. Burning natural gas in poorly ventilated areas (i.e., through gas stoves in particular)[34] can cause a drastic increase of harmful indoor pollutants that are linked to increased risk of respiratory illnesses. For example, studies show that using natural gas stoves is associated with increased risk of asthma in children, as well as more severe asthma symptoms.[35] Electric appliances completely mitigate these indoor air pollutant risks.

Actions, Pillar, and Co-benefits

Updated

E.1.1a: Conduct a cost effectiveness study by 2025 to analyze the impact of adopting an electrification ordinance for all new construction to inform future consideration of an ordinance.

E.1.1b: Identify and partner with local community-based organizations with connections to disadvantaged and vulnerable communities to conduct targeted outreach to identify and analyze equity concerns with an electrification ordinance for all new construction to inform future consideration of an ordinance.

E.1.1c: Establish partnerships with the Building Decarbonization Coalition, MCE, Bay Area Regional Energy Network, the International Brotherhood of Electrical Workers, and others, to engage with local interested parties from the building industry, such as local developers, to evaluate the feasibility of adopting an electrification ordinance for all new construction and inform future consideration of an ordinance.

E.1.1d: Partner with organizations such as the Building Decarbonization Coalition, MCE, and Bay Area Regional Energy Network to compile a suite of

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33. New construction refers to new buildings and building additions and alterations
34. https://ww2.arb.ca.gov/resources/documents/indoor-air-pollution-cooking
35. https://www.apha.org/Policies-and-Advocacy/Public-Health-Policy-Statements/Policy-Database/2023/01/18/Gas-Stove-Emissions

Actions, Pillar, and Co-benefits		case studies and cost-effective strategies (e.g., energy efficiency improvements) for electric buildings by prototype, help educate building owners and the construction industry on the cost savings, environmental benefits, and versatility associated with all-electric construction, and educate developers and other interested parties on new appliances and approaches to building electrification. Share the information on the City's website, at City events, and at the City's permit counters.		
	E-1.1e:	Provide education around cooking with electric appliances and partner with local chefs and/or restaurants to host cooking demonstrations at community events such as the Farmers' Market, Green Footprint Festival, or Pittsburg First Fridays.		
	E-1.1f:	Partner with the Bay Area Regional Energy Network and the International Brotherhood of Electrical Workers, or similar entities, to provide technical resources, including hosting workforce development trainings as part of the Highroad Workforce Development Program for installers, local contractors, and building owners/operators to discuss the benefits and technical requirements of electrification. Partner with community-based organizations to connect members of disadvantaged and vulnerable communities to these training programs.		

Cost	**City Cost:** Moderate **Community Cost:** No cost
Equity Guardrails	Access to Health and Safety Benefits, Promotes Housing Affordability & Anti-Displacement, Continues Investment and Engagement, Provides Local and Accessible High-road Job Development
KPI	Share of new construction electrified (%)

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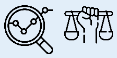
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E-1.2 – Electrify existing residential buildings to reduce residential natural gas consumption 15% by 2030 and 100% by 2045, from 2016 levels.

Existing building electrification, which is defined as the replacement of fossil-fueled systems with electric alternatives, provides the same GHG emission reduction, energy bill, and public health benefits as new building electrification. However, since the costs of electrification typically fall on homeowners, there exists additional barriers to ensuring all community members can benefit. Members of disadvantaged and vulnerable communities often face multiple and sometimes compounding economic barriers that make it difficult to prioritize electrification. Further, many members of these communities are renters lacking the property rights to electrify. Yet, these community members will also be the hardest hit if we leave them as the last customers relying on the gas distribution system because they can least afford the significant bill increases anticipated to support aging and stranded infrastructure.[36] Thus, we must pursue residential building electrification equitably to benefit all Pittsburg residents. In addition to reducing long-term cost burdens, electrification will also improve indoor air quality and increase home values.

Actions, Pillar, and Co-benefits			
	E.1.2a:	Develop a residential building electrification strategy with a detailed existing building analysis and electrification costs analysis to understand cost implications, identify potential equity concerns/impacts, and develop equitable strategies and recommended standards for electrifying existing residential buildings such as those that increase energy efficiency and tenant protections. Identify and partner with local community-based organizations with connections to disadvantaged and vulnerable communities to conduct intentional, thoughtful, and specific community outreach during development of the electrification strategy to understand the community's concerns and needs around electrification.	
	E.1.2b:	During the electrification strategy development process, engage the community to evaluate the feasibility of adopting a time of replacement electrification ordinance in the future for HVAC and water heaters.	
	E.1.2c:	Develop a permit tracking program for existing building electrification to track annual progress in achieving the electrification goals.	
Updated	E.1.2d:	Partner with stakeholders such as MCE and PG&E to understand the feasibility of,	

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36. https://greenlining.org/wp-content/uploads/2019/10/Greenlining_EquitableElectrification_Report_2019_WEB.pdf

Actions, Pillar, and Co-benefits				
		establish, and promote funding pathways to ease community costs for electric appliances, electrification retrofits, and panel upgrades through: ▪ Federal and state grants/subsidies ▪ Tariffed On-bill financing ▪ Metered energy efficiency ▪ Linking electrification to existing weatherization programs		
New	E-1.2e:	Partner with PG&E to provide free electrification assessments to rental and multi-family properties to provide recommendations for electric upgrades and funding opportunities.		
New	E.1.2f:	Establish a working group of rental and multi-family property owners, as well as tenants that live in these units to: ▪ Identify common goals (e.g., saving money on utility bills, reducing carbon footprint, improving indoor air quality) ▪ Collaborate on initiatives, which would provide a space for tenants and homeowners to implement initiatives that align with the shared goals (e.g., installing energy-efficient lighting or appliances, adding building insulation, and/or installing solar panels). ▪ Establish communication channels to discuss progress, address hurdles, and work together on implementation. ▪ Share resources between tenants and homeowners.		
	E-1.2g:	Conduct targeted outreach to rental and multi-family property owners to distribute information about available electrification assessments, retrofit incentives, and long-term benefits associated with electrification and weatherization.		
	E-1.2h:	Review and update building codes to provide streamlined permitting for all electric retrofits. Provide Building Department staff training and information on the benefits of electrification for permit applicants.		

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Actions, Pillar, and Co-benefits	E-1.2i: Partner with MCE and PG&E to review incentives, rebates, and financing options for procedural equity and ensure that existing and updated incentive programs are being equitably distributed to the community to reduce energy bill burdens. Hurdles to equitable implementation could include credit checks, excessive procedural hurdles and lack of targeted outreach.		
	E-1.2j: Work with MCE to a conduct feasibility study to evaluate the current uptake and effectiveness of Proper Assessed Clean Energy (PACE) financing for installation of renewable energy systems in single-family and multi-family homes. If feasibility study indicates effectiveness, continue to offer PACE financing for single-family and multi-family homes to install renewable energy systems.		
	E-1.2k: Partner with a financing/management company to provide electrification services and financing to the community with prioritization of members of disadvantaged and vulnerable communities.		
	E-1.2l: Partner with Pittsburg Below Market Rate (BMR) housing stock owners to develop a strategy to begin electrifying publicly owned BMR housing. Identify a group of publicly owned BMR housing to conduct a full electrification pilot to help test and further develop the strategy. Promote the pilot as an example to the wider community on the feasibility and benefits of residential electrification.		
Cost	**City Cost:** Moderate	**Community Cost:** Moderate	
Equity Guardrails	Access to Health and Safety Benefits, Equitable Allocation of Costs and Benefits, Promotes Housing Affordability & Anti-Displacement, Continues Investment and Engagement, Provides Local and Accessible High-road Job Development		
KPI	Change in residential natural gas consumption (%)		

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E-1.3 – Electrify existing commercial buildings to reduce commercial natural gas consumption 15% by 2030 and 100% by 2045, from 2016 levels.

Electrifying existing commercial buildings also provides the same GHG emission reduction, energy bill, and public health benefits as residential building electrification. However, leveraging the benefits from electrifying businesses also faces economic and social barriers. Like residential building electrification, we must pursue commercial building electrification equitably to help small and minority-owned businesses benefit from electrification rather than be left with polluting and increasingly expensive gas appliances.[37] Furthermore, electrifying businesses involves buildings of larger sizes and different purposes. While the technology does exist today to fully electrify all commercial buildings, we must support our business owners understand the options, resources, and benefits to electrifying their business. To successfully electrify commercial buildings and mitigate the greatest impacts of climate change, it is crucial to raise awareness among business owners, provide financial incentives, and offer access to expertise regarding the options, support, and benefits of electrifying their establishments.

Actions, Pillar, and Co-benefits				
	E.1.3a:	Develop a strategy to support commercial building electrification, including initiatives and recommended standards for retrofitting commercial buildings, prioritizing appliance replacements, and avoiding expansion of natural gas infrastructure.		
	E.1.3b:	Conduct engagement efforts for the commercial sector during development of the building electrification strategy to understand potential concerns and barriers to commercial electrification and educate commercial property owners on the potential cost savings and other benefits of electrification. Include targeted outreach to small businesses and minority-owned businesses to understand potential equity concerns with commercial electrification during the strategy development process.		
	E.1.3c:	Continue to work with Bay Area Regional Energy Networks, MCE, and StopWaste to improve, implement, and promote commercial electrification rebates and financing opportunities, as well as other offered incentives. Review the incentives for procedural equity and promote them to small		

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37. https://greenlining.org/wp-content/uploads/2019/10/Greenlining_EquitableElectrification_Report_2019_WEB.pdf

Actions, Pillar, and Co-benefits	and minority-owned businesses through targeted outreach.		
	E.1.3d: Conduct focused interviews with commercial property owners to evaluate the feasibility of adopting a commercial building electrification ordinance to ban the expansion of natural infrastructure and require appliance replacements to be all-electric where technologically feasible. Include interviews specifically with small and minority-owned businesses.		
	E-1.3e: Track annual progress on commercial building electrification through the same permit tracking program developed for residential building electrification.		
	E-1.3f: Conduct engagement efforts for the commercial sector to identify ways the City can support commercial battery storage installations.		
	E-1.3g: Partner with the Chamber of Commerce to inform and facilitate electrification for commercial business owners.		
	E-1.3h: Use municipal electrification efforts to promote the cost-saving benefits and feasibility of electrification to the commercial sector. Promote municipal building electrifications on the City's website and at City permit counters with information on costs, timescale, and utility bill savings for each project.		

Cost	**City Cost:** Low **Community Cost:** Moderate
Equity Guardrails	Access to Health and Safety Benefits, Equitable Allocation of Costs and Benefits, Continues Investment and Engagement, Provides Local and Accessible High-road Job Development
KPI	Change in commercial natural gas consumption (%)

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Energy

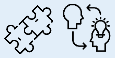
E-2 Decarbonize Electricity and Increase Use and Storage of Local Renewable Energy

E-2.1 Increase the number of accounts enrolled in MCE's programs to 95%, with a total of 40% of accounts enrolled in the Deep Green energy option by 2030.

E-2.2 Increase generation and storage of local renewable energy.

E-2.1 – Increase the number of accounts enrolled in MCE's programs to 95%, with a total of 40% of accounts enrolled in the Deep Green energy option by 2030.

Pittsburg currently enrolls residents and businesses in MCE's Light Green electricity service. The service provides electricity sourced from 60 percent renewable energy, helping it achieve a lower carbon intensity than the electricity from Pacific Gas & Electric (PG&E). MCE's Deep Green service eliminates fossil fuels altogether, providing electricity from 100 percent renewable sources (i.e., solar and wind).[38] While the California grid will continue to get cleaner as the Renewable Portfolio Standard progresses, MCE provides Pittsburg significant GHG emission reduction potential in the meantime—especially when paired with all-electric buildings. Helping residents and businesses maintain enrollment in MCE and opt-up to Deep Green will help Pittsburg leverage the benefits of renewable energy, fostering a sustainable and resilient community while reducing GHG emissions.

Actions, Pillar, and Co-benefits			
	E.2.1a:	Continue to work with MCE to conduct an annual analysis of opt-out rates in the City and expand the research to understand why residents and businesses opt out of MCE. Include targeted outreach to residents living on low and fixed incomes and disadvantaged and vulnerable communities to identify barriers to remaining with MCE.	 
	E.2.1b:	Partner with MCE to design educational campaigns, including tabling at community events, establishing informational resources on the City's website, regularly posting on social media, and developing energy bill inserts, to highlight the benefits of 100% renewable energy.	 
	E.2.1c:	In collaboration with MCE, implement a pilot program to provide Pittsburg's affordable housing units managed by the Pittsburg Housing Authority MCE's Deep Green service by 2025. Identify funding options with MCE such as subsidy of pilot study through the non-discounted customers or grant funding.	 
	E.2.1d:	Support an equitable transition to renewables by partnering with MCE to create a funding or	 

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38. https://www.mcecleanenergy.org/energy-suppliers/

Actions, Pillar, and Co-benefits	Family Electric Rate Assistance (FERA) programs to opt-up to MCE's Deep Green option. This may include subsidizing costs to customers who participate in CARE/FERA programs through non-discounted customer rate increase or obtainment of funding for disadvantaged and vulnerable communities. Include targeted outreach to educate residents on the availability of energy savings programs to help offset potential rate increases when opting-up.
Cost	**City Cost:** Low **Community Cost:** Low
Equity Guardrails	Equitable Allocation of Costs and Benefits, Promote Housing Affordability & Anti-Displacement, Continues Investment and Engagement
KPI	Accounts enrolled in MCE and MCE's Deep Green (%)

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E-2.2 – Increase generation and storage of local renewable energy.

While all-electric buildings can be more energy efficient and produce lower energy bills than those powered by gas, we must also prioritize reliability and safety. Pairing all-electric buildings with local solar photovoltaics and battery storage can insulate the community from public safety power shutoffs and grid outages, increasing the resilience of our buildings. Additionally, local solar and battery storage can reduce energy bill burdens by reducing the electricity purchased from the grid and avoiding purchase during peak hours. However, solar and battery storage come with high upfront and maintenance costs that may be difficult for members of disadvantaged and vulnerable communities to prioritize and many members of these communities live in rental or multi-family properties that come with physical and legal limitations to installing solar and battery storage. To create an equitable transition to renewable energy, the actions below develop a framework that focuses on partnerships and financing mechanisms to provide local solar to disadvantaged and vulnerable communities and explore future opportunities for community solar.

Actions, Pillar, and Co-benefits				
	E.2.2a:	Establish and streamline standards and permit requirements for electrification-related installations and battery storage systems, to allow for easier implementation of these technologies in Pittsburg.		
Updated	E.2.2b:	Consider adopting a PV (Solar) Ordinance requiring residential and nonresidential building additions and alterations to install PV systems that meet minimum requirements of Tier 2 Voluntary Standards under CalGreen. Engage with local building industry stakeholders to understand concerns and develop exemptions to the ordinance where the installation of PV systems may not be economically feasible.		
	E.2.2c:	Expand the partnership with GRID Alternatives through increased funding/promotion and promote the benefits of renewable energy through multi-lingual educational programs in order to support an equitable transition to renewable energy.		
Updated	E.2.2d:	Work with PG&E, MCE, and/or other partners to support and incentivize local on-site energy generation and storage resources. This could include: • Connecting home and business owners, particularly those in disadvantaged and vulnerable communities, to incentives for renewable energy and storage including Net Metering Programs through PG&E for bill		

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Actions, Pillar, and Co-benefits	credits, the Disadvantaged Communities-single-family Solar Homes program, Self-Generation Incentive Program, and Equity Resilience rebates that provide an upfront rebate for battery storage, as well as the federal investment tax credit. ▪ Promoting installation of storage technology in concert with renewable energy infrastructure through multilingual education programs, outreach, and information provided via City platforms. ▪ Evaluating the feasibility of installing on- and off-site co-located community solar and storage facilities and, if demonstrated effective, installing at least 3 by 2030 to provide cost-saving and resilience benefits to disadvantaged and vulnerable communities. E-2.2e: Provide educational materials and workshops to large commercial developers and large business property owners of the benefits of microgrids and energy resiliency. Provide resources to identify opportunities for solar installations and/or battery storage on site. E-2.2f: Partner with affordable housing providers to conduct a feasibility analysis of battery storage and solar projects at the affordable housing in Pittsburg that are eligible for Equity Resilience Incentives under the Self-Generation Incentive Program.	 	 
Cost	**City Cost:** Moderate	**Community Cost:** Moderate to High	
Equity Guardrails	Equitable Allocation of Costs and Benefits, Promote Housing Affordability & Anti-Displacement, Continues Investment and Engagement, Provides Local and Accessible High-road Job Development		
KPI	Renewable energy and storage capacity installed (Megawatts)		

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Transportation

T-1 Reduce Passenger Car Vehicle Miles Traveled

T-1.1 Implement Pittsburg Moves, increasing active transportation mode share from 1.5% in 2020 to 3% by 2030 and 9% by 2045.

T-1.2 Implement public and shared transit programs to increase public transit mode share from 10.1% in 2020 to 12% by 2030 and 17% by 2045.

T-1.1 – Implement Pittsburg Moves, increasing active transportation mode share from 1.5% in 2020 to 3% by 2030 and 9% by 2045.

In addition to reducing vehicle miles traveled (VMT), and in turn GHG emissions, increasing active transportation provides a robust set of health, mobility, and livability benefits. Increasing opportunities for active transportation—as in any self-propelled, human-powered form of transportation such as walking or biking—increases residents' opportunity for physical exercise and recreational activities providing important physical and mental health benefits. Active transportation also improves mobility, providing community members who cannot drive (e.g., children, seniors) affordable options to travel independently. At the same time, it helps bridge the first- and last-mile gap providing extended mobility options for community members. Lastly, a thriving active transportation network will provide Pittsburg a safe and connected network to interact with neighbors, fostering a sense of community and promoting healthy lifestyles for all residents. The actions below commit Pittsburg to planning and implementing active transportation infrastructure improvements and establish a framework of partnerships, engagement, and education to best serve the community members who have the most to gain from active transportation improvements.

Actions, Pillar, and Co-benefits			
	T.1.1a:	Based on the goals and policies outlined in Pittsburg Moves, coordinate with Contra Costa Transportation Authority to establish a target timeline and funding strategy that address each of the projects in Appendix A. The timeline should outline a path that confirms an equal focus on improvement projects that will benefit residents living in disadvantaged and vulnerable communities.	 
	T.1.1b:	Complete the feasibility analysis outlined in the Pittsburg Moves Project List to begin implementing the supporting projects.	 
New	T.1.1c:	Establish bicycle lockers and bicycle parking minimums for new developments by land use types.	 
New	T.1.1d:	Work with existing commercial and institutional property owners to identify additional opportunities to install safe bicycle lockers and parking spaces to encourage residents and visitors to make short trips via active transportation.	 
	T.1.1e:	Partner with schools, employers, transit agencies, Bike East Bay, the League of American Bicyclists, Metropolitan Transportation Commission, and/or community	 

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Actions, Pillar, and Co-benefits				
		groups to teach bicycle and pedestrian safety in schools and workplaces and to educate residents and businesses about the safe route availability and the health and environmental benefits of walking, bicycling, and using public transit.		
	T.1.1f:	Develop a Specific Capital Improvement Plan for active transportation and mobility projects for disadvantaged and vulnerable communities. Partner with community-based organizations with connections to disadvantaged and vulnerable communities to engage the community in the development and implementation of the plan.		
Updated	T.1.1g:	Partner with community groups to obtain funding through the California Air Resources Board Carsharing and Clean Mobility Options Incentive Program for a pilot bike-share program for disadvantaged and vulnerable communities and to connect disadvantaged and vulnerable communities with the E-Bike Purchase Incentive Program through CalBike and the California Air Resources Board (CARB), 511 Contra Costa, Contra Costa Transportation Authority, and the Bay Area Air Quality Management District.		
	T-1.1h:	Promote active transportation through car-free events by identifying areas of the City to periodically close streets to cars, potentially coupled with the Farmer's Market or other large and regular community events.		
	T-1.1i:	Work with a partner such as Lyft, Lime, Bike East Bay, 511 Contra Costa, or Encina Bicycle Center, to establish a book-a-bike program within the Civic Center.		
	T-1.1j:	Devote staff time to tracking and applying for grant funding to complete projects that would improve active transportation or mobility in the community.		
	T-1.1k:	Implement all policy recommendations included in the Pittsburg Moves to improve pedestrian and bicycle networks and increase		

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Actions, Pillar, and Co-benefits	transit ridership based on the established timeframes. T-1.1l: Install approximately 45 miles of bikeways by 2040, including approximately 26 additional miles of shared-use paths; 7 miles of new buffered bike lanes; 8 miles of new bike boulevards; and 17 miles of new separated bikeways.		
Cost	**City Cost:** High	**Community Cost:** No cost	
Equity Guardrails	Access to Health and Safety Benefits, Equitable Allocation of Costs and Benefits, Promote Housing Affordability & Anti-Displacement, Continues Investment and Engagement, Provides Local and Accessible High-road Job Development		
KPI	Bicycle and pedestrian mode share (%)		

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T-1.2 – Implement public and shared transit programs to increase public transit mode share from 10.1% in 2020 to 12% by 2030 and 17% by 2045.

Increasing public transit mode share provides benefits beyond reducing GHG emissions from vehicles. Public transit and shared transportation can shift communities towards a healthier future by reducing local air pollutants and boosting quality of life. For Pittsburg, this means a safer and more affordable means of transportation, increased mobility, alleviating traffic congestion, improving air quality, enhancing accessibility for marginalized communities, and promoting economic growth by reducing transportation costs for individuals and businesses alike. Public transportation has substantially lower crash rates and lower crash severity[39] than automotive travel and improves public health by reducing air pollution. It also provides cost saving opportunities due to savings from less fuel, maintenance, insurance, and registration costs. Public transportation also fosters public health improvements because most public transit users regularly walk or bike to access points.[40] This trend can result in improved health and reduced medical expenses when coupled with the local air quality improvements that reduced mobile combustion of fossil fuels provides.

Actions, Pillar, and Co-benefits			
	T.1.2a:	Establish guidelines and recommended standards for new development of public space to be transit accessible and multi-functional by co-locating public facilities.		
	T.1.2b:	Consistent with the intention of Senate Bill 10, allow developers to build housing without off-street parking if they're close to frequent transit service.		
	T.1.2c:	Partner with Tri-Delta Transit to conduct a study to determine transit priority corridors and prioritize infrastructure improvements in existing neighborhoods that enable people to better access and use public transit.		
	T.1.2d:	Conduct engagement efforts for the general public and targeted to disadvantaged and vulnerable communities to understand the community's concerns around or barriers to using public and/or shared transit.		
	T.1.2e:	Through the adoption of an Overlay or Specific Plan, encourage employers to develop a Transportation Demand Management (TDM) Plan. Design a baseline TDM Plan for large employers (i.e., businesses with more than 25 employees) to adopt or model their TDM's after. TDM plans should include money-based		

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39. https://www.transportation.gov/mission/health/Expand-Public-Transportation-Systems-and-Offer-Incentives
40. https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3407915/

Actions, Pillar, and Co-benefits	incentives for employees to bike, walk, carpool, or take the bus to work. T-1.2f: Conduct engagement efforts for the general public, with a targeted approach to disadvantaged and vulnerable communities to understand the potential concerns around the analysis of disincentive-based policies for driving single passenger vehicles. Through feedback from these engagement efforts, define equity metrics for the implementation of disincentive-based policies and depending on the outcome of the analysis, structure the policies to meet these metrics.		
Cost	**City Cost:** Moderate	**Community Cost:** Moderate	
Equity Guardrails	Access to Health and Safety Benefits, Equitable Allocation of Costs and Benefits, Promote Housing Affordability & Anti-Displacement, Continues Investment and Engagement		
KPI	Public transit and shared transport mode share (%)		

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY



Transportation

T-2 Increase Zero-Emission Vehicle and Equipment Use

- T-2.1 Increase passenger zero-emission vehicle adoption from 2.3% in 2020 to 15% by 2030 and 100% by 2045.
- T-2.2 Increase commercial zero-emission vehicle adoption from less than 1% in 2020 to 10% by 2030 and 100% by 2045.
- T-2.3 Transition 5% of all (i.e., commercial and residential) off-road equipment to zero-emission alternatives by 2030 and 100% by 2045.

T-2.1 – Increase passenger zero-emission vehicle adoption from 2.3% in 2020 to 15% by 2030 and 100% by 2045.

Widespread adoption of passenger zero-emission vehicles (ZEVs) provides a range of benefits including significantly reduced GHG emissions, improved public health, and cost savings. By avoiding the local combustion of fossil fuels, ZEVs reduce the level of smog, particulate matter, and other harmful pollutants that will, in turn, help reduce the incidence of respiratory illness.[41] Additionally, without fluids to replace and with fewer moving parts, ZEVs produce long-term costs savings through lower operating and maintenance costs than internal combustion engine vehicles. However, it is important that the transition to ZEVs is equitable and accessible to all Pittsburg residents. Purchasing a ZEV and upgrading home infrastructure to allow for charging (e.g., receptacle installation, electrical panel upgrade) can be an upfront cost difficult for members of disadvantaged and vulnerable communities to prioritize. Similarly, residents of rental and multi-family properties may lack the property rights to upgrade infrastructure for charging. The actions below focus on an equitable transition to ZEVs through the installation of publicly-available chargers across the City, the implementation of financing mechanisms for ZEVs and at-home chargers, and extensive research and engagement to begin developing a ZEV network that overcomes local barriers to implementation.

Actions, Pillar, and Co-benefits			
Updated	T.2.1a:	Establish a prioritized list of locations in Pittsburg for new publicly accessible electric vehicle charging stations with consideration for equitable distribution of chargers to renters, residents of multi-family homes, residents living on low and fixed-incomes, and disadvantaged and vulnerable communities. Include locations for Level 2 charging where residents make extended stops and locations for Level 3 charging (DC Fast Charging) for residents without access to overnight charging and for highway travelers. Install at least 50 new publicly accessible charging stations by 2030 and 100 by 2045, through public-private partnerships and on City-owned properties at the identified locations. Promote the availability of new public chargers on social media and on the City's website.		
	T.2.1b:	Continue to maintain a streamlined electric vehicle (EV) infrastructure permitting process and ordinance in accordance with AB 1236.		
	T.2.1c:	Allow for granting of zero emission vehicles (ZEVs) access to preferred parking spaces in new private parking lots, where it is logical, feasible and not cost-prohibitive.		

Pillars

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 IMPROVED HEALTH AND SAFETY
 CONNECTED COMMUNITIES
 REDUCED RELIANCE ON FOSSIL FUELS
 ENERGY SECURITY

41. https://www.sciencedirect.com/science/article/abs/pii/S0048969723003765?via%3Dihub

Actions, Pillar, and Co-benefits				
	T.2.1d:	Work with MCE and PG&E to incentivize residential electric vehicle charger installations and panel upgrades through on-bill financing. Promote the incentives through multi-lingual outreach material on the City's website and at community events.		
Updated	T.2.1e:	Coordinate with community-based organizations, local agencies, and non-profits to conduct ZEV education events for residents and targeted events for members of disadvantaged and vulnerable communities that would engage the community to evaluate the barriers to ZEV adoption, promote information on the costs and benefits of owning ZEVs, and promote steps on how to purchase a ZEV and receive incentives (including education on pre-owned EVs and how to determine current battery range).		
	T-2.1f:	Develop outreach and education materials and distribute to local businesses, rental and multi-family property owners, and developers on the financial (e.g., new funding streams), environmental, and health and safety benefits of ZEVs. Provide information on available funding opportunities and the City's streamlined permitting process.		
Updated	T-2.1g:	Conduct outreach, including interviews with residents and business owners to evaluate the feasibility of adopting an electric vehicle charging infrastructure reach code that meets or exceeds the minimum requirements of the Tier 2 Voluntary Standards under CALGreen. Partner with community-based organizations with connections to disadvantaged and vulnerable communities to include targeted outreach and interviews to members of disadvantaged and vulnerable communities to understand equity impacts of the reach code and barriers to adoption.		
	T-2.1h:	Explore opportunities to assist disadvantaged and vulnerable community members to purchase and operate ZEVs including:		

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Co-Benefits

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Actions, Pillar, and Co-benefits	▪ Opportunities with CARB, BAAQMD, or other agencies to start a purchase rebate program and provide higher trade-in value for combustion vehicles ▪ Opportunities with MCE and other agencies to discount charger and/or electricity rates for those with an electric vehicle. T-2.1i: Collaborate with neighboring jurisdictions and the Contra Costa Transportation Authority to develop a connected network for zero emission vehicle car share. T-2.1j: Support zero-emission vehicle car share companies in coming to the City. Coordinate with car share companies and community-groups to develop an affordable, zero-emission vehicle car share to serve affordable housing and/or multifamily developments with a priority to target disadvantaged and vulnerable communities.	 	 
Cost	**City Cost:** High	**Community Cost:** Low	
Equity Guardrails	Access to Health and Safety Benefits, Equitable Allocation of Costs and Benefits, Promote Housing Affordability & Anti-Displacement, Continues Investment and Engagement, Provides Local and Accessible High-road Job Development		
KPI	Passenger ZEV adoption (%)		

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Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
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T-2.2 – Increase commercial zero-emission vehicle adoption from less than 1% in 2020 to 10% by 2030 and 100% by 2045.

In addition to improving air quality and reducing GHG emissions, increasing commercial ZEV adoption brings cost-savings, improved energy security, and increased competitiveness for businesses. Commercial ZEVs, such as electric delivery trucks, can help to reduce operating costs by minimizing fuel and maintenance expenses, while also providing cost-savings through improved energy efficiency. For this transition to be successful, it is important to confirm Pittsburg businesses of all sizes have access to the resources and support they need to make the transition. Furthermore, increasing commercial ZEV adoption can also lead to improved public health outcomes by reducing local air pollution in the City. Diesel-powered commercial vehicles are a significant source of particulate matter and other harmful pollutants, which can have negative health impacts, especially for vulnerable populations such as children, the elderly, and those with respiratory conditions. By transitioning to ZEVs, businesses can contribute to cleaner air and a healthier community and play an active role in establishing the most sustainable future. Additionally, increasing commercial ZEV adoption can also enhance energy security by reducing reliance on imported fossil fuels, which can be subject to price volatility and supply disruptions.

Actions, Pillar, and Co-benefits			
	T.2.2a: Consider establishing a licensing fee for commercial delivery vehicles operating on fossil fuels (such as Amazon and FedEx) to provide funding for new active transportation and EV charging/ZEV fueling infrastructure and discounting the fee for the proportion of electric vehicles the delivery company uses. Evaluation of the fee would include: ▪ Engaging directly with delivery service providers operating in the City ▪ Determining if phasing is needed ▪ Identifying gaps in ZEV fueling/charging infrastructure to maintain route efficiency.		
	T.2.2b: Encourage commercial vehicle fleet operators to accelerate electrification by providing them educational material on the benefits of ZEVs (e.g., fuel cost savings through networked charging and current availability of ZEVs ahead of State mandates), educating them on the City's streamlined permitting process, and compiling and distributing information on potential funding opportunities. Include Pittsburg Unified School District's zero-emission buses as a case study to demonstrate the feasibility and benefits of transitioning commercial fleets to ZEVs.		

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Cost	**City Cost:** Low	**Community Cost:** Low
Equity Guardrails	Access to Health and Safety Benefits, Provides Local and Accessible High-road Job Development	
KPI	Commercial ZEV adoption (%)	

Pillars

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Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
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T-2.3 – Transition 5% of all (i.e., commercial and residential) off-road equipment to zero-emission alternatives by 2030 and 100% by 2045.

Like the adoption of ZEVs, decarbonizing off-road equipment offers significant GHG emission reductions and air quality improvements. Off-road equipment, such as landscaping equipment and construction equipment, emit both GHG emissions and local smog-forming emissions. In California, total smog-forming emissions from small off-road engines exceed emissions from light-duty passenger vehicles. Likewise, operating a commercial leaf blower for one hour emits smog-forming pollution comparable to driving a new light-duty passenger car about 1,100 mile or over 15 hours of driving.[42] These characteristics mean zero-emission alternatives for off-road equipment can help create a cleaner and healthier Pittsburg. However, decarbonizing off-road equipment requires upfront costs that can be difficult for residential and business members of disadvantaged and vulnerable communities to navigate. An equitable transition to zero-emission alternatives requires a multi-faceted approach that addresses both the technical and financial barriers to adoption.

Actions, Pillar, and Co-benefits			
	T-2.3a:	Develop small off-road equipment (SORE) guidelines in alignment with CARB's goals encouraging that at time of replacement, zero emission landscape equipment be used starting in 2024 and portable generators be zero-emissions by 2028.	 
	T-2.3b:	Partner with BAAQMD to identify funding opportunities to encourage residents to replace gas-powered landscaping equipment and off-road engines with zero emission equipment with a focus on funding opportunities for members of disadvantaged and vulnerable communities and small and minority-owned businesses.	 
	T-2.3c:	Conduct an investigation of major commercial off-road equipment fleets in Pittsburg and identify fleets with highest decarbonization potential and fleets in disadvantaged and vulnerable communities that will need targeted support to transition.	 
	T-2.3d:	Develop an Off-road Equipment Replacement Outreach Campaign that provides information to contractors, residents, and fleet operators in Pittsburg, with a target towards those identified with high decarbonization potential	 

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42. https://ww2.arb.ca.gov/resources/fact-sheets/sore-small-engine-fact-sheet

Actions, Pillar, and Co-benefits		and small businesses owned by traditionally disadvantaged and vulnerable community members. Information should include equivalent alternatives to fossil-fueled off-road equipment, public health, and safety benefits of alternative equipment technology, and funding opportunities available (i.e., Clean Off-Road Equipment Voucher Incentive Program [CORE]).		
	T-2.3e:	Partner with BAAQMD to develop a rebate and incentive program for upgrading off-road equipment and switching to electric or biofuels. Develop the program with a focus on procedural equity and prioritize funding distribution to disadvantaged and vulnerable communities.		
	New T-2.3f	As part of the tool lending program at the library (see Action SW.2.1f), offer electric garden and landscape maintenance equipment including electric leaf blowers.		
Cost	**City Cost:** Moderate		**Community Cost:** Low	
Equity Guardrails	Access to Health and Safety Benefits, Equitable Allocation of Costs and Benefits, Promote Housing Affordability & Anti-Displacement, Continues Investment and Engagement			
KPI	Zero-emission off-road equipment adoption (%)			

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 ENERGY SECURITY

Water

W-1 Increase Water Conservation and Local Water Supply

W-1.1 Reduce per capita water consumption 10% by 2030 and 30% by 2045, from 2016 levels.

W-1.2 Increase recycled water use in the City.

W-1.3 Increase green stormwater infrastructure.

W-1.1 – Reduce per capita water consumption 10% by 2030 and 30% by 2045, from 2016 levels.

California has experienced its driest two decades in at least 1,200 years,[43] with models predicting the current "megadrought" to continue despite occasional heavy precipitation events, such as what the state experienced in winter 2023. This new reality underscores the pressing need for communities to take proactive steps to reduce water consumption, in order to build a resilient and sustainable future for all. By reducing community water consumption, we can help to preserve and protect this precious resource, ensuring that it remains available for the long-term. Moreover, reducing water consumption can also lead to significant cost savings for both residents and businesses alike, as lower utility bills can translate into real monetary savings. At the community level, reducing water consumption can enable fewer investments in water treatment and delivery infrastructure, resulting in a more efficient and cost-effective water system. In addition to the economic benefits, reducing water consumption can also have positive environmental impacts, such as reducing the energy required to pump and treat water, thus leading to energy savings.

Actions, Pillar, and Co-benefits			
Updated	W.1.1a:	Adopt a Water Conservation and Water Shortage Contingency Program Ordinance to establish a clear protocol of drought thresholds that trigger varying water use reduction strategies that focus primary on domestic water use, health and sanitation, and fire protection.	
	W.1.1b:	Continue to implement and enforce Model Water Efficient Landscape Ordinance to encourage use of efficient irrigation systems, greywater usage, onsite storm water capture, and limit the portion of landscapes that can be covered in turf.	
	W.1.1c:	Continue the "Delta Water Education Program" to promote and reinforce the importance of water resources, water conservation, and local management of watersheds and water quality, to children in the local community.	
	W.1.1d:	Continue to partner with Contra Costa Water District to promote water conservation messaging, including multi-lingual education materials such as publications, website pages, community events and booths, workshops and presentations, newsletters, newspaper ads, and bill inserts. Include targeted outreach to disadvantaged and vulnerable communities to reduce utility bill burdens.	

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43. https://www.nytimes.com/2022/02/14/climate/western-drought-megadrought.html

Actions, Pillar, and Co-benefits			
	W-1.1e: Continue to partner with Contra Costa Water District to provide water conserving fixtures/fittings and rebates for appliances to residents throughout Pittsburg, with a focus on disadvantaged and vulnerable communities to reduce utility bill burdens.		
	W-1.1f: Maintain a comprehensive, coordinated education campaign focused on property owners, landlords, property management companies, and occupants for reducing the use of water in homes and businesses. Establish a shared understanding of existing incentives for appliances, fittings and fixtures; lawns; and irrigation systems, and how to access them, including Contra Costa Water District incentive programs and rebates.		
	W-1.1g: Perform analysis to understand the feasibility and potential potable water savings of adopting a Dual Drainage Plumbing Ordinance to provide information to community members.		
	W-1.1h: Promote the Living Green Gardens, the City's water-wise public demonstration garden, to encourage efficient landscape and watering practices and to provide a hands-on learning experience for members of the community. Additionally, develop more classes on new materials and continue active maintenance of the garden.		
	W-1.1i: Implement water conservation strategies, such as increasing efficiency and use of recycled water, in City landscaping and grounds maintenance procedures.		
	W-1.1j: Consider the adoption of an ordinance in the Municipal Code that requires hospitality agencies (i.e., hotels and motels) to only provide daily services upon request and share such information with guests. Engage hospitality agencies and other stakeholders in the evaluation process.		

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Actions, Pillar, and Co-benefits	W-1.1k: Continue to partner with Contra Costa Water District (CCWD) to promote the "Lawn to Garden Rebate" to encourage residents and business owners to transition their existing lawns to waterwise landscaping. Provide specific outreach to multi-family and commercial entities, including providing flyers in water bills and partnering with "My Pittsburg Chamber" to provide information to business entities in the community.		
New	W-1.1.l: Apply for a rebate to transition non-essential municipal lawns to native, waterwise landscaping, and promote the Living Green Garden to continue offering a place for community members to visit and learn more about waterwise landscaping and available incentives and rebates, as well as information on local nurseries that provide native waterwise landscaping.		

Cost	**City Cost:** Moderate **Community Cost:** No cost
Equity Guardrails	Promote Housing Affordability & Anti-Displacement, Provides Local and Accessible High-road Job Development
KPI	Per capita water use (gallons)

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W-1.2 – Increase recycled water use in the City.

Increasing recycled water use in the City can increase adaptative capacity in Pittsburg while providing environmental and economic benefits. First and foremost, recycling water can help increase the adaptive capacity of the community by establishing an additional water supply that can be utilized during times of extreme drought or water scarcity. This additional water supply can also expand the community's access to a regenerative water source, providing strong equity benefits to Pittsburg communities. Additionally, recycling water can reduce the environmental impact of upstream water processes when compared to those for "new" water — such as extraction or the energy used to pump and deliver water long distances. When used to replace existing drinking water supplies for non-potable uses (e.g., irrigation and industrial uses), recycled water can lower water utility bills.[44] Additionally, recycled water can be used for groundwater recharge. Groundwater recharge through recycled water not only helps replenish depleted aquifers, but it also plays a crucial role in enhancing water availability during drought periods and mitigating the effects of over-extraction. By injecting treated recycled water into underground aquifers, the natural storage capacity of groundwater is replenished, creating a sustainable and reliable source of water for future generations. These characteristics equate to a dependable and affordable water supply that provides local businesses an incentive to remain in the City.

Actions, Pillar, and Co-benefits				
	W-1.2a:	Work with Delta Diablo to perform a feasibility study on increasing local recycled water supply through expansion in purple piping infrastructure or inclusion of tertiary treated wastewater effluent to supplement existing potable water supply. The feasibility study would evaluate potential impacts to cost of service and investigate ways to maintain or decrease costs of service through the projects.		
	W-1.2b:	Complete a feasibility study to identify opportunities for increased access to recycled water and to accurately determine the quantity of recycled water available to the City. The feasibility study would analyze possible land use types (i.e., landscaping and fields) and specific projects that could switch from potable to recycled water.		
	W-1.2c	Pursue funding opportunities at the State and federal level, such as the Clean Water State Revolving Fund and the US Bureau of Reclamation's WaterSMART grants, to create more financial incentive for increased recycled water infrastructure.		
New	W.1-2d	Continue to partner with Contra Costa Water District to identify new incentives and rebates		

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44. https://www.sciencedirect.com/science/article/pii/S0921344921005577

Actions, Pillar, and Co-benefits	and promote existing programs on the City's water webpage for opportunities such as the "Landscape to Laundry Greywater Rebates" to install a greywater system and "Car Wash Coupons" for car wash facilities that use recycled water to incentive residents to "go grey."		
Cost	**City Cost:** Moderate	**Community Cost:** N/A	
Equity Guardrails	Promote Housing Affordability & Anti-Displacement, Provides Local and Accessible High-road Job Development		
KPI	Change in recycled water use (million gallons)		

Pillars

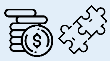
- EQUITY
- STRUCTURAL CHANGE
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Co-Benefits

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W-1.3 – Increase green stormwater infrastructure.

Green stormwater infrastructure refers to the construction and retrofit of storm drainage to reduce runoff volumes, disperse runoff to vegetated areas, harvest and use runoff where feasible, promote infiltration and evapotranspiration, and use bioretention and other natural systems to detain and clean runoff before it reaches our creeks and the Bay. It is a nature-based solution that in addition to improving water quality, increasing community resilience to precipitation events, and reducing consumption of potable water, provides a multitude of important co-benefits to the community. Green stormwater infrastructure can serve as visible green projects for the community that beautify neighborhoods, create ecological habitats, enhance economic vitality for local businesses, and demystify the groundwater management system by brining it above ground. Green stormwater infrastructure—such as pervious pavement, rain gardens, and rainwater harvesting systems—can be incorporated into construction on new and previously developed parcels, as well as new and rebuilt streets, roads, and other infrastructure within the public right-of-way. The actions below leverage the work Pittsburg is already doing to increase green stormwater infrastructure in the community and create a framework of incentives and education to increase the community's awareness of and participation in green stormwater infrastructure.

Actions, Pillar, and Co-benefits				
	W-1.3a:	Continue to implement the Green Infrastructure Plan to retrofit 4 acres of existing impervious surfaces through private and public developments; and update the plan as needed to monitor progress and revise project priorities.		
	W-1.3b:	Continue compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit to require new developments to convey runoff to engineered bioretention basins or vegetative features.		
New	W-1.3c:	Partner with Contra Costa Water District to create incentives as part of their Rainwater Harvesting Program to help residents install rain barrels.		
	W-1.3d:	Develop and promote incentive programs and rebates for residents and businesses to replace their impervious surfaces with pervious surfaces, including water-wise landscaping.		
Updated	W-1.3e:	Continue to partner with Delta Diablo and Contra Costa Water District to conduct an on-going educational campaign to provide community members information on the benefits of green stormwater infrastructure and opportunities to incorporate green		

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44. https://www.sciencedirect.com/science/article/pii/S0921344921005577

Actions, Pillar, and Co-benefits	stormwater infrastructure into their homes and business properties (including ways to harvest and use the rainwater). Consider developing an interactive map that identifies completed and ongoing green stormwater infrastructure projects in the City (including those at City-owned properties) for community members to explore.		
Cost	**City Cost:** Moderate	**Community Cost:** N/A	
Equity Guardrails	Promote Housing Affordability & Anti-Displacement, Provides Local and Accessible High-road Job Development		
KPI	Change in recycled water use (million gallons)		

Pillars

- EQUITY
- STRUCTURAL CHANGE
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Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
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Water

W-2 Minimize Water Loss System-wide

W-2.1 Reduce real and apparent system water loss from a rate of 13% in 2020 to less than 10% by 2030 and less than 7% by 2045

W-2.1 – Reduce real and apparent system water loss from a rate of 13% in 2020 to less than 10% by 2030 and less than 7% by 2045

While reducing water consumption and increasing recycled water use helps increase resilience and affordability, a resilient and affordable water supply system is also one that minimizes real and apparent water losses. Although water loss from small household leaks might seem insignificant, leaks can seriously add up over the long-term. According to the US EPA, the average family can waste 180 gallons per week, or 9,400 gallons of water annually[45] from household leaks. These leaks are equivalent to the amount of water needed to wash more than 300 loads of laundry. These cumulative leaks not only waste water but also contribute to higher utility bills for consumers and put additional strain on water infrastructure systems. For this reason, reducing real and apparent system water loss from a rate of 13% in 2020 to less than 10% by 2030 and less than 7% by 2045 in the City can provide substantial water savings to the community and help alleviate utility bill burdens for members of disadvantaged and vulnerable communities.

Actions, Pillar, and Co-benefits			
	W.2.1a:	Maintain and continually improve the advanced metering and public facing software that allows water customers to check real-time water consumption data and explore water conservation recommendations based on their actual water consumption history.	 
	W.2.1b:	Continue to enforce standards set by water waste prevention ordinances stipulated in the Municipal Code.	 
	W.2.1c:	Continue to partner with CCWD to promote their water efficiency rebates for residential and commercial customers. Develop flyers and other promotional material on the rebates to distribute at community events and perform targeted outreach to members of disadvantaged and vulnerable communities to help reduce utility bill burdens.	 
	W.2.1d:	Create a "How to Find and Fix a Leak at Home Guide" for distribution at public counters and events, promote "National Fix A Leak Week" in March of every year, and continue to incorporate water waste messaging into communications strategy.	 

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45. https://www.epa.gov/watersense/statistics-and-facts

Actions, Pillar, and Co-benefits	W.2.1e: Continue to partner with CCWD to provide Water Wise House Calls to residential customers and work with CCWD to expand the program to commercial customers to complete leak detections, provide tips to avoid high water bills, increase indoor and outdoor water efficiency, and provide information on how to monitor personal water use. Perform targeted outreach to promote the program to members of disadvantaged and vulnerable communities to help reduce utility bill burdens.		
Cost	**City Cost:** Moderate	**Community Cost:** No cost	
Equity Guardrails	Equitable Allocation of Costs and Benefits, Promote Housing Affordability & Anti-Displacement, Continues Investment and Engagement, Provides Local and Accessible High-road Job Development		
KPI	Real and apparent system water loss (%)		

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

Solid Waste

SW-1 Organic Waste Diversion

SW-1.1 Continue to take action to meet SB 1383 organics and recycling requirements, reducing organic waste disposal 75% from 2014 levels by 2025.

SW-1.1 – Continue to take action to meet SB 1383 organics and recycling requirements, reducing organic waste disposal 75% from 2014 levels by 2025 statewide.

Sustainable solid waste management is a critical component to a healthy and inclusive Pittsburg. While waste may not be the most glamorous sector, it holds important connections to GHG emissions and community health, and when reimagined serves as a tangible touchpoint to every Pittsburg resident and business. Landfilled organic waste emits 20% of the state's total methane emissions[46]—a powerful GHG pollutant 28 times more potent than carbon dioxide. Meeting SB 1383 requirements and reducing emissions of short-lived climate pollutants (SLCP) like methane will not only have the most immediate impact on mitigating climate change, but also improve the health and safety of the community by reducing air pollutants, building access and security to healthy food through local food recovery programs, and fostering a connected Pittsburg by encouraging residents to participate in composting workshops and peer-to-peer learning events. Additionally, the implementation of these measures can lead to job creation and economic growth by stimulating the development of innovative technologies and the expansion of green industries.

Actions, Pillar, and Co-benefits		
	SW.1.1a: Adopt municipal procurement policies to comply with SB 1383 requirements for jurisdictions to purchase recovered organic waste products.	 
New	SW.1.1b: Work with Mt. Diablo Resource Recovery to establish and implement a detailed outreach and engagement plan for restaurants, grocery stores, and other commercial entities that generate organic waste to provide education and available resources for increased organic diversion.	 
	SW.1.1c: Support the County with information and collaborative planning to provide sufficient edible food reuse infrastructure to accept the capacity needed to recover 20% of edible food disposed or identify proposed new or expanded food recovery capacity.	 
Updated	SW.1.1d: Continue working with the Bay Area Recycling Outreach Coalition and Mt. Diablo Resource Recovery and Pittsburg Unified School District to establish and provide exciting education and outreach programs for school children and adults around food waste prevention, nutrition education, and the importance of edible food recovery. The education program may include:	 

Pillars

 EQUITY
 STRUCTURAL CHANGE
 FEASIBILITY
 EDUCATION
 FUNDING
 PARTNERSHIP

Co-Benefits

 HIGH-ROAD JOB DEVELOPMENT
 COMMUNITY SAVINGS
 IMPROVED HEALTH AND SAFETY
 CONNECTED COMMUNITIES
 REDUCED RELIANCE ON FOSSIL FUELS
 ENERGY SECURITY

46. https://calrecycle.ca.gov/organics/slcp/

Actions, Pillar, and Co-benefits			
	▪ Composting principals, including information on what composting means and why it is important. ▪ Materials that can be composted, which typically include food scraps, yard waste, paper, and other organic matter. ▪ Methods for composting, such as aerobic, anaerobic, and vermicomposting. ▪ Composting equipment required for each potential composting methodology. ▪ Suggestions to troubleshoot or resolve any problems that arise, including information on potential odors and pests. ▪ How to efficiently apply and incorporate compost into soil.		
New	SW.1.1e: Investigate the opportunity to participate in a regional compost trading program to help meet organic waste procurement goals.		
Updated	SW.1.1f: Create relationships with local food recovery organizations, such as FoodShift, the Food Bank of Contra Costa and Solano, religious organizations, and edible food generators to support the establishment of an edible food recovery program to minimize food waste in the City.		
	SW.1.1g: Foster County partnerships to host home composting workshops in the City of Pittsburg and to provide reduced priced composting bins.		
	SW.1.1h: Provide free compost bins and kitchen-top food waste containers to members of disadvantaged and vulnerable communities and elderly households to increase participation in Mt. Diablo Resource Recovery's residential organics curbside program.		
	SW.1.1i: Monitor bill increases from participation in the residential organics curbside program and consider City incentive programs for members of disadvantaged and vulnerable communities to increase participation and reduce utility bill burdens.		

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

Actions, Pillar, and Co-benefits New	SW.1.1j: Establish a Pittsburg Food System Alliance organization to build a network of leaders in Pittsburg to foster a local food system that eliminates food waste, alleviates the food desert, and brings affordable, organic produce to all. Partner with the City's Chamber of Commerce connect with business owners and serve as a conduit for the City.		
Cost	**City Cost:** Moderate	**Community Cost:** No cost	
Equity Guardrails	Access to Health and Safety Benefits, Equitable Allocation of Costs and Benefits, Promote Housing Affordability & Anti-Displacement, Continues Investment and Engagement, Provides Local and Accessible High-road Job Development		
KPI	Change in landfilled organic waste (%)		

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

Solid Waste

SW-2 Reduce Community Waste Generation

SW-2.1 Reduce community-wide waste generation 55% by 2025 and 90% by 2040 statewide, from 2014 levels.

SW-2.1 – Reduce community-wide waste generation 55% by 2025 and 90% by 2040 statewide, from 2014 levels.

Reducing waste conserves the energy and water that goes into the manufacturing and transportation of the products while mitigating the potential air, soil, and water contamination its disposal would cause. Additionally, minimizing waste also contributes to the overall sustainability and long-term well-being of our planet by preserving natural resources and reducing GHG emissions. Achieving communitywide waste reduction, and eventually a state-envisioned zero waste future,[47] starts at the local level and requires improving existing recycling programs and creating new pathways for waste reduction and reuse. Leveraging critical partnerships with groups like Mt. Diablo Resource Recovery and implementing waste diversion plans and targeted education/outreach will prove instrumental to supporting the community's efforts in waste generation reduction. Other actions include waste characterization studies to inform waste management planning, potential "problem material" bans, and additional partnerships to promote repair and reuse, all of which will help reduce, directly or indirectly, the environmental and health impacts of landfilled material.

Actions, Pillar, and Co-benefits			
	SW.2.1a: In partnership with Mt. Diablo Resource Recovery, create a Waste Diversion Plan to reduce waste and increase reuse in the City. Upon finalization, provide the plan to Pittsburg Unified School District, Los Medanos College, retirement communities, and other large institutions to use as a model for adopting their own policies to reduce waste and increase reuse.		
	SW.2.1b: Require large events, as defined in SB 1383, and encourage smaller events to employ or designate an event waste management team and have easy to understand waste, recycling, and organics bin signage to assist with source separation of waste generated at events.		
	SW.2.1c: Conduct periodic waste characterization studies of all City waste streams at the Recycling Center & Transfer Station to evaluate progress, hone approaches, customize outreach/policy, and inform targeted campaigns and policy. Fill in waste generation gaps by collecting data from take-back locations (e.g., grocery stores, auto shops, carpets, mattresses, battery collection).		

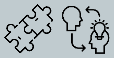
Pillars

 EQUITY
 STRUCTURAL CHANGE
 FEASIBILITY
 EDUCATION
 FUNDING
 PARTNERSHIP

Co-Benefits

 HIGH-ROAD JOB DEVELOPMENT
 COMMUNITY SAVINGS
 IMPROVED HEALTH AND SAFETY
 CONNECTED COMMUNITIES
 REDUCED RELIANCE ON FOSSIL FUELS
 ENERGY SECURITY

47. https://calrecycle.ca.gov/zerowaste/

Actions, Pillar, and Co-benefits			
	SW.2.1d: Partner with Mt. Diablo Resource Recovery to conduct targeted, multi-lingual, culturally appropriate, and geographically diverse waste prevention educational and technical assistance campaigns based on outcomes of waste characterization studies (e.g., food waste prevention, edible food recovery strategies, proper storage, how to fix clothes/electronics, how to donate, reusable alternatives, effects of over consumption, sustainable consumption habits, buying second hand, buying durable, sharing, and repurposing).		
	SW.2.1e: Impose a fee on single use bags and foodware to fund the waste reduction programs and studies.		
Updated	SW.2.1f: Partner with local businesses, nonprofits, and community groups or organizations to establish pop-up repair cafes for commonly broken and easily repaired items. Additionally, partner with the library to promote reuse by increasing accessibility to shared tools through a tool lending program. In addition to providing available resources, also work with experts in various fields to provide quick reference guidance documents or record short videos that residents can refer to when borrowing specific equipment to learn the most effective ways of using the tools available. Tools provided through the library could include: ▪ Power tools ▪ Hand tools ▪ Electrical tools ▪ Gardening tools ▪ Auto repair tools ▪ Bike repair tools ▪ Sewing and clothing repair tools		
	SW.2.1g: Based on waste characterization studies explore banning top "problem materials" (i.e., items without means of recycling or recycling		

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

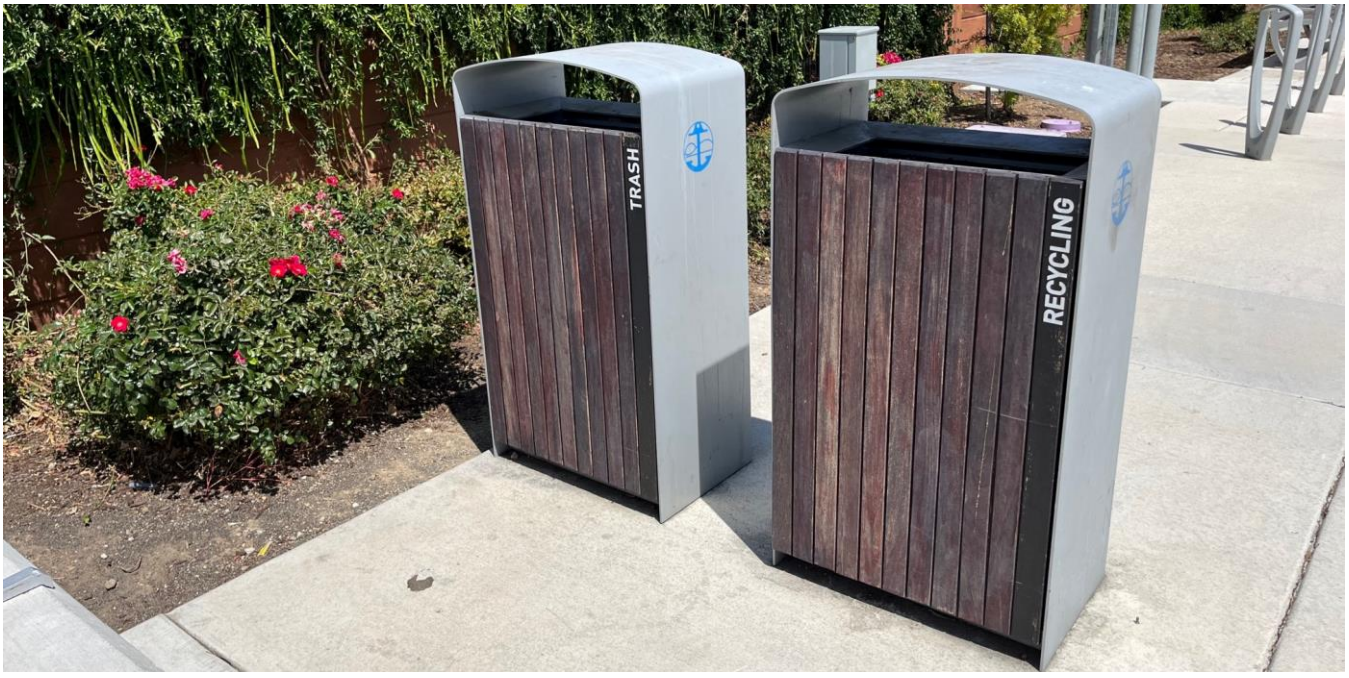
Actions, Pillar, and Co-benefits	markets, such as sale of polystyrene, produce bags, plastic packaging, straws, plastics #4-7, mixed materials or a specific size/type/etc.). Engage small and minority-owned businesses through targeted outreach to identify equity impacts of such a ban. **New** SW.2.1h: Partner with Delta Diablo to promote use of the existing Household Hazardous Waste facility. Additional promotion and education to the community could include sending out an annual mailer, providing regular updates on Pittsburg's social media pages, and through flyers and brochures available at community events.		
Cost	**City Cost:** Low	**Community Cost:** Moderate	
Equity Guardrails	Promote Housing Affordability & Anti-Displacement, Continues Investment and Engagement, Provides Local and Accessible High-road Job Development		
KPI	Change in community-wide waste generation (%)		

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY



Carbon Sequestration

CS-1 Carbon Sequestration

CS.1.1 Increase carbon sequestration by planting 150 new trees annually through 2045 to sequester carbon and create urban shade to reduce heat island effect.

CS.1.2 Increase carbon sequestration by applying 0.08 tons of compost per capita annually in the community by 2030, increasing up to 0.10 by 2045.

CS-1.1 – Increase carbon sequestration by planting 150 new trees annually through 2045 to sequester carbon and create urban shade to reduce heat island effect.

Increasing urban tree canopy coverage and protecting existing trees is essential for a healthier, more livable Pittsburg. Along with carbon sequestering benefits, a healthy urban tree canopy can support local cooling, stormwater absorption, and provide a wide variety of health benefits[48] for residents. By providing shade and cooling the air, adequate canopy coverage can reduce the urban heat island effect and mitigate the effects of climate change. For disadvantaged and vulnerable communities where there is below average tree equity, this can prove especially beneficial for both reducing energy costs due to cooling and minimizing disproportionate heat-health related problems. Further, by absorbing and filtering rainwater, trees can help to reduce stormwater runoff and improve water quality. This benefit can help to reduce the strain on the City's stormwater systems and prevent flooding. Studies have also shown that individuals have less mental distress, less anxiety and depression, greater wellbeing and healthier cortisol profiles[49] when living in urban areas with more greenspace. The wide-ranging benefits of a healthy urban tree canopy are clear, and the actions provide a framework for Pittsburg to economically and equitably implement tree planting and urban forestry management programs.

Actions, Pillar, and Co-benefits			
	CS.1.1a:	Conduct an urban forest inventory and canopy study to inventory the existing urban forest as a baseline and continue to identify areas in Pittsburg that have below average canopy coverage, such as census block group 60133141033 and 60133120001, to design and implement a tree planting program focusing on the least covered portions of the City. As part of the Urban Forest Inventory, establish a goal of having no significant difference in canopy coverage between census blocks by 2040.	
	CS.1.1b:	Continue protecting existing trees on private property through the Tree Preservation and Protection Ordinance and create a City incentive program (e.g., water bill rebate) for new tree plantings on private properties with a focus on members of disadvantaged and vulnerable communities and in areas where there is below average tree equity or canopy coverage.	
	CS.1.1c:	Amend the Municipal Code to include street tree requirements for all zoning districts, strengthen shade tree requirements for new developments, and include permeable surface requirements for new development.	

Pillars

EQUITY
STRUCTURAL CHANGE
FEASIBILITY
EDUCATION
FUNDING
PARTNERSHIP

Co-Benefits

HIGH-ROAD JOB DEVELOPMENT
COMMUNITY SAVINGS
IMPROVED HEALTH AND SAFETY
CONNECTED COMMUNITIES
REDUCED RELIANCE ON FOSSIL FUELS
ENERGY SECURITY

48. https://www.frontiersin.org/articles/10.3389/fevo.2021.603757/full
49. https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5663018/

Actions, Pillar, and Co-benefits			
	CS.1.1d: Continue to dedicate staff time or create a staff position for obtaining grant funding for tree planting and urban forest management. Identify and apply for applicable federal (e.g., USDA) and state (e.g., California ReLeaf, Affordable Housing and Sustainable Communities Program (AHSC), Urban and Community Forestry Program) available grants for Tree Planting projects.		
	CS.1.1e: Develop and adopt an Urban Forest Management Plan that identifies the City's potential capacity for new tree planting, identifies a timeframe for implementation, provides a management plan for existing trees, and establishes a tracking system to assess progress towards annual benchmarks. Collaborate with community-based organizations with connections to disadvantaged and vulnerable communities in the development of the plan.		
	CS.1.1f: As an expansion to the Adopt-a-Spot Program, establish an Adopt-a-Tree program that enables individuals, businesses, and community organizations to plant and care for trees in selected communities with below average canopy coverage and disadvantaged and vulnerable communities. Program should provide formalized information on appropriate trees eligible for planting in Pittsburg (i.e., native, drought tolerant, locations).		
	CS.1.1g: Establish a Tree Trust or Tree Endowment where the interest on the principal can be used for purchasing trees in selected communities with below average tree canopy coverage, paying for tree maintenance in disadvantaged and vulnerable communities, or supporting staff resources for the Urban Forest Management Program.		
New	CS-1.1h: Continue the City's annual Citywide celebration Arbor Day event that encourages and educates residents on the importance of planting native trees and provides resources and support for		

Pillars

 EQUITY

 STRUCTURAL CHANGE

 FEASIBILITY

 EDUCATION

 FUNDING

 PARTNERSHIP

Co-Benefits

 HIGH-ROAD JOB DEVELOPMENT

 COMMUNITY SAVINGS

 IMPROVED HEALTH AND SAFETY

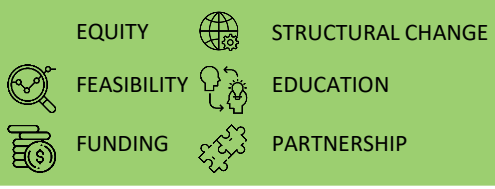
 CONNECTED COMMUNITIES

 REDUCED RELIANCE ON FOSSIL FUELS

 ENERGY SECURITY

Actions, Pillar, and Co-benefits		community-led tree planting initiatives. Grow this event to include distributing free or discounted tree seedlings, hosting educational workshops on proper planting techniques and tree maintenance, partnering with local organizations and businesses to sponsor and organize planting events, and establishing a volunteer network to help maintain newly planted trees.		
	New CS-1.1i	Work with the Contra Costa County Resource Conservation District, East Bay Regional Park District, and community-based organizations such as Save Mount Diablo to preserve and expand greenspaces (i.e., large open spaces and regional parks) in Pittsburg to increase carbon sequestration and increase access to greenspaces.		
	New CS-1.1j	Partner with community-based organizations such as Healthy Hearts and the John Muir Land Trust to increase the number of and access to urban community gardens in Pittsburg. Utilize such gardens to increase carbon sequestration; increase access to greenspaces for renters, residents living in multi-family housing, and members of vulnerable and disadvantaged communities; and provide high-road job development opportunities for members of vulnerable and disadvantaged communities.		
Cost	**City Cost:** Moderate		**Community Cost:** No cost	
Equity Guardrails	Access to Health and Safety Benefits, Equitable Allocation of Costs and Benefits, Promote Housing Affordability & Anti-Displacement, Continues Investment and Engagement, Provides Local and Accessible High-road Job Development			
KPI	Number of new trees planted annually			

Pillars



Co-Benefits



CS-1.2 – Increase carbon sequestration by applying 0.08 tons of compost per capita annually in the community by 2030, increasing up to 0.10 by 2045.

Beginning in 2022, Senate Bill (SB) 1383 requires cities to annually procure 0.08 tons of compost per capita. Meeting this annual procurement target provides Pittsburg an opportunity to reduce GHG emissions, leverage economic development, and foster environmental benefits. Applying compost to lands is an effective way to sequester carbon by storing it in the soil rather than releasing it to the atmosphere. Compost also provides additional environmental benefits including improving soil health, increasing water conservation, and providing erosion control—all of which can be important benefits for community parks, institutions, and other natural working lands. Moreover, applying compost at scale to meet the SB 1383 requirement will require new programs and investments in infrastructure. These investments provide Pittsburg an opportunity to support a green, self-sustaining economy that leverages high-road jobs development for the local workforce.

Actions, Pillar, and Co-benefits			
	CS.1.2a:	Conduct an informal audit of compost needs in the City to establish a baseline procurement and application level that meets City needs and increases over time.	
	CS.1.2b:	Complete a feasibility study to identify locations within the City to apply mulch to help meet the procurement requirements of SB 1383 and maximize the application of compost over time, working with the City's Parks Department to maximize compost usage at City parks.	
	CS.1.2c:	Collaborate with Los Medanos College and local schools to identify opportunities to apply compost to landscaping.	
	CS.1.2d:	Work with Alameda County and StopWaste to identify opportunities for a regional compost procurement program.	
	CS.1.2e:	Develop and adopt urban park guidelines that 1) provide flexible solutions for developing urban parks in infill areas where traditional neighborhood and community parks are not feasible; 2) establishes guidelines for achieving the greatest carbon sequestration potential of parks via design; 3) are equitable in ensuring such urban parks are accessible for members of disadvantaged and vulnerable communities while avoiding displacement; and	

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

Actions, Pillar, and Co-benefits	4) align with requirements of the Clean California Local Grant Program for potential funding opportunities. Encourage urban parks as an opportunity to beautify the community and integrate art into sustainability projects.		
Cost	**City Cost:** Moderate	**Community Cost:** N/A	
Equity Guardrails	Promote Housing Affordability & Anti-Displacement, Continues Investment and Engagement, Provides Local and Accessible High-road Job Development		
KPI	Compost applied annually (tons per capita)		

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY



Municipal

M-1 Commit to Climate Action

M-1.1 Complete annual progress reports on Pittsburg's Sustainability Plan every three years.

M-1.1 – Complete annual progress reports on Pittsburg's Sustainability Plan every three years.

Municipal leadership is essential to effective climate policy implementation and serves as a sustainability model the community can follow. With changes in lifestyle and behaviors playing a significant role in mitigating climate change, Pittsburg will lead by example through the promotion of effective and accelerative actions, and the exhibition of their work through publicly available progress reports on the City's Sustainability Plan every three years. Assessing, tracking, and reporting key sustainability metrics over time will help targets be met, continuously address equity, and confirm that local actions are in line with state climate legislation. Additionally, fostering strong partnerships with local businesses and organizations will further enhance the city's climate efforts and create a more comprehensive and collaborative approach towards sustainability. Completing annual progress reports, increasing transparency, and spurring the progression of the Sustainability Plan will also further connect the community by providing a sense of accountability for goals that can only be reached through a collaborative effort.

Actions, Pillar, and Co-benefits			
	M.1.1a:	Designate staff to manage sustainability programs that implement the Sustainability Plan actions by managing technical studies, leading outreach efforts, updating the website, networking with partners and stakeholders, and pursuing grant opportunities.	
	M.1.1b:	Update the community wide GHG emissions inventory and progress on goals biannually in the monitoring tool and share the results with the community on the City's website to measure progress and maintain transparent accountability in making progress towards the Sustainability Plan goals.	
	M.1.1c:	Update the Environmental Services webpage at least annually to provide updates on policies implemented as part of the Sustainability Plan.	
	M.1.1d:	Devote staff time to tracking and applying for grant funding to complete regular Sustainability Plan updates.	
	M.1.1e:	Hold regular sustainability outreach events, such as workshops, presentations, focus groups targeted at specific community groups, public contests or challenges, and an annual event such as Earth Day. Inform the community on	

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

Actions, Pillar, and Co-benefits	potential climate change impacts, as well as weatherization and other actions that community members can take to implement actions outlined throughout the Plan. M-1.1f: Track and audit where goals are geographically implemented to determine that communities who are most impacted by climate change, including traditionally disadvantaged and vulnerable communities who would benefit the most from adaptation and mitigation efforts.		
Cost	**City Cost:** Moderate	**Community Cost:** N/A	
Equity Guardrails	Continues Investment and Engagement		
KPI	Number of community outreach events hosted, and value of grants acquired ($), annual progress report published		

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
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- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

Municipal

M-2 Reduce Municipal Reliance on Natural Resources

M-2.1 Electrify 25% of existing City facilities by 2030 and 100% of existing City facilities by 2045, as well as all newly constructed City buildings, while also increasing renewable energy use.

M-2.2 Transition 50% of the City's vehicle and equipment fleet to renewable fuels and electric by 2030 and 100% by 2045.

M-2.3 Reduce the number of single occupancy, fossil fueled vehicle annual employee commute trips 20% by 2030 and 50% by 2045.

M-2.1 – Electrify 25% of existing City facilities by 2030 and 100% of existing City facilities by 2045, as well as all newly constructed City buildings, while also increasing renewable energy use.

As the sustainability leader for the community, the City of Pittsburg will implement programs, policies, and objectives within our own operations to demonstrate the feasibility, cost-effectiveness, and climate and health benefits of various sustainability initiatives. These initiatives includes electrifying 25% of existing City facilities by 2030 and 100% of existing City facilities by 2045, as well as requiring all newly constructed City buildings to be all-electric. Electrification of the built environment will be critical to reducing municipal GHG emissions from fossil fuel combustion and eliminate the health risks of natural gas use in poorly ventilated areas. Leading by example is crucial because when the community witnesses the City's commitment to sustainability through tangible actions, it inspires and motivates them to adopt similar practices, fostering a collective effort towards a greener future.

Actions, Pillar, and Co-benefits			
	M.2.1a:	Complete energy audits for all City facilities and implement feasible recommendations for fuel switching and efficiency upgrades.	 
	M.2.1b:	Opt-up 100% of municipal accounts to MCE's Deep Green energy option by 2030.	 
Updated	M.2.1c:	Establish a policy requiring all new City-owned buildings be all-electric and a policy requiring all existing natural gas-powered equipment in City-owned buildings be replaced with electric or other zero-emission alternatives at the end of useful life, where technologically feasible.	 
	M.2.1d:	Identify a municipal building to pilot an all-electric retrofit. Track the change in energy usage and utility bill costs before and after the retrofit to study net benefits.	 
	M.2.1e:	Partner with PG&E through the Sustainable Solutions Turnkey (SST) program to install renewable energy technology at municipal facilities (such as City Hall) and become a net-zero energy organization.	 
	M-2.1f:	Partner with PG&E to identify and install battery energy storage systems at appropriate City facilities (including the City Hall/Police Station and the Pittsburg Marina), and leverage projects to further promote benefits of	 

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

Actions, Pillar, and Co-benefits	distributed energy storage, which are directly connected to a renewable resource. M-2.1g: Complete analysis to identify the electrical capacity and utility infrastructure upgrades needed to electrify the recreational pool heating system. Pursue replacement funding through PG&E on-bill financing and California Energy Commission 1% Loans, or other funding sources.		
Cost	**City Cost:** Moderate	**Community Cost:** N/A	
Equity Guardrails	Access to Health and Safety Benefits, Provides Local and Accessible High-road Job Development		
KPI	Facilities electrified (%), share of new municipal construction electrified (%), and capacity of renewable energy installed (Megawatt)		

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

M-2.2 – Transition 50% of the City's vehicle and equipment fleet to renewable fuels and electric by 2030 and 100% by 2045.

The City of Pittsburg will continue to position ourselves as a sustainability leader and role model for the community by leveraging fleet electrification. We will transition 50% of our vehicle and equipment fleet to renewable fuels and electric alternatives by 2030 and 100% by 2045. Reducing GHG emissions from the transportation sector can have arguably the largest impact on mitigating climate change, and with the prices of EV batteries[50] and renewable energy[51] near all time lows. Making the switch now has never been more favorable. With more federal and state funding becoming available through the Inflation Reduction Act and various clean vehicle programs, the transition will also be cost-competitive and provide cost savings (from reduced fossil fuel, maintenance, etc.) over the life cycle of the vehicles and equipment.

Actions, Pillar, and Co-benefits			
	M.2.2a:	Conduct a study to assess the technological and economic feasibility of replacing the City-owned fleets and off-road equipment and develop a time of replacement schedule for applicable vehicle and equipment types.	
	M.2.2b:	Upon completion of the study, adopt a ZEV-first purchasing policy for non-essential City fleet vehicles, using the transition to encourage residents to convert as well.	
	M.2.2c:	Upon completion of the study, develop and implement a plan to replace all City owned end-of-life off-road equipment with zero-emission equipment. The plan should include evaluation of current City-owned equipment, alternative low or zero-emission options, prioritize equipment to replace first (e.g., largest GHG emission reduction potential), and a timeline for replacements that align with goals and feasibility of replacement.	
	M.2.2d:	Secure funding from programs such as the California Air Resources Board's Clean Vehicle Rebate Project and the Truck and Bus Voucher Incentive Program to increase procurement of EV or ZEV cars, trucks, and other vehicles and installation of EV/ZEV charging/fueling infrastructure at municipal facilities. Additionally explore opportunities for Low Carbon Fuel Standard credit generation from	






Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

50. https://www.energy.gov/eere/vehicles/articles/fotw-1272-january-9-2023-electric-vehicle-battery-pack-costs-2022-are-nearly
51. https://www.washingtonpost.com/politics/2022/09/16/clean-energy-just-got-lot-more-cost-competitive-report-says/

Actions, Pillar, and Co-benefits	use of low carbon fuels/electricity for fleet vehicles. M-2.1e: Install new public and employee EV chargers at City-owned facilities. M-2.1f: Transition to all-electric landscaping equipment, including leaf blowers, for municipal operations. Use this to promote all-electric equipment in the community, providing information on the City website outlining available incentives for residents and businesses.	 	 
Cost	**City Cost:** High	**Community Cost:** N/A	
Equity Guardrails	Access to Health and Safety Benefits, Provides Local and Accessible High-road Job Development		
KPI	Percent of fleet and equipment decarbonized (%)		

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

M-2.3 – Reduce the number of single occupancy, fossil fueled vehicle annual employee commute trips 20% by 2030 and 50% by 2045.

Reducing the number of single occupancy, fossil-fueled vehicle employee commute trips annually can significantly reduce the GHG emissions resulting from municipal employee travel. Alongside GHG emissions reductions, reducing the number of single occupancy, fossil-fueled vehicle commute trips can provide cost-savings for employees and the City. While not as high during peak inflation periods in 2022, average California motor gasoline prices[52] are still hovering close to the highest they've been in two decades. Reducing single occupancy, fossil-fueled vehicle employee commute trips can equate to reduced fuel demands and therefore reduced commute/travel expenses for employees and the City. By exploring alternative modes of transportation for employees and offering telecommute or flexible schedule options to reduce commute/travel time, the City can heavily influence the transition to more efficient and economical employee commuting.

Actions, Pillar, and Co-benefits

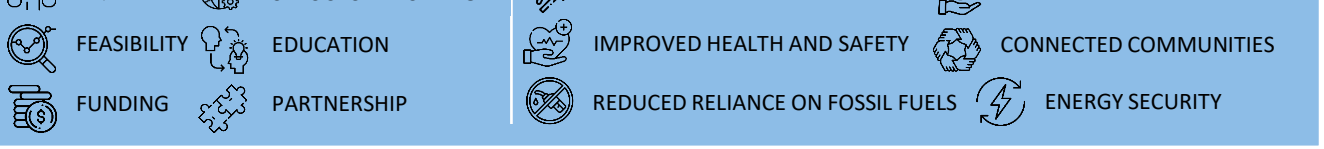
M.2.3a: Complete a survey to understand how staff currently travel and what would make them change their patterns to establish an accurate baseline in which to build future goals.

M.2.3b: Expand EV charging at public facilities: Install new public and employee EV chargers at City-owned facilities, and:

- Consider developing and implement a fee for use of City-owned chargers to encourage efficient use and turnover, especially for those without home charging capability
- Consider allocating EV charger fee revenue towards projects that support EV infrastructure, alternative fuel projects, and active transportation projects in neighborhoods that are historically underrepresented

M.2.3c: Provide bicycles and bicycle storage for employees to use during work hours for short business or personal trips. Additionally, establish bike lockers at City Hall that are usable to the public.

M.2.3d: Expand the subsidized transit commute program to reduce employee commute miles in single occupancy vehicles.



52. https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_a.htm

Actions, Pillar, and Co-benefits	M-2.3e: Partner with Tri-Delta Transit, BAAQMD, Bike East Bay, the League of American Bicyclists, and/or Metropolitan Transportation Commission to expand employee use of carbon-free and low carbon transportation by providing education programs on the benefits of commute options including public transportation, EV/ZEV options, and vanpools. M-2.3f: Permit 25% of employees located at the City of Pittsburg to telecommute or utilize flexible schedules through 2030 to reduce travel time, vehicle miles traveled (VMT), and GHG emissions.	 	 
Cost	**City Cost:** High	**Community Cost:** N/A	
Equity Guardrails	Access to Health and Safety Benefits, Promote Housing Affordability & Anti-Displacement		
KPI	Change in annual single occupancy, fossil fueled vehicle employee commute trips (%)		

Pillars

- EQUITY
- STRUCTURAL CHANGE
- FEASIBILITY
- EDUCATION
- FUNDING
- PARTNERSHIP

Co-Benefits

- HIGH-ROAD JOB DEVELOPMENT
- COMMUNITY SAVINGS
- IMPROVED HEALTH AND SAFETY
- CONNECTED COMMUNITIES
- REDUCED RELIANCE ON FOSSIL FUELS
- ENERGY SECURITY

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4. Implementation & Monitoring

Sustainability Plan: The First Step

The Sustainability Plan is the City's roadmap to work towards the established 2030 target which is consistent with the state's goal to reduce GHG emissions 40 percent below 1990 levels by 2030 While the Sustainability Plan goals and actions establish the City's first steps to work towards the 2030 target, more local work, goal development, and state actions will be needed to effectively reach the 2030 target and the longer-term carbon neutrality target in 2045. Additionally, the actions included in this Plan were developed to meet minimum state requirements, but the City reserves the right to exceed these requirements if determined beneficial for the community. Therefore, this plan should be viewed as a strategic framework that will be reevaluated on a triennial basis. This section details how the City will implement the actions, monitor progress, and prepare updates over time.

Team Pittsburg

Achieving long-term GHG emission reduction targets will require participation from everyone. The City can help provide new services and technologies by implementing actions from training the local workforce and providing electric vehicle charging infrastructure to designating bike lanes, but it is up to the broader community to embrace these new services and technologies and gain the benefits outlined in this plan. Making meaningful progress towards reducing our GHG emissions starts with City leadership, through policies, education, and investments that act as catalysts for change throughout the wider community. Community partners like MCE, Tri Delta Transit, and local utility providers also support these policies with incentives and programs. Businesses can then leverage these policies to provide new services and adopt more sustainable practices. Finally, residents and visitors that have been provided with the incentives and education can actively work together to reduce our environmental impacts, become more sustainable, and decrease GHG emissions. As policies and programs are developed and infrastructure is constructed, City staff will continue to engage the community, provide progress updates and create ongoing opportunities to solicit community feedback.

The City looks forward to working together with you to become more sustainable and reduce our long-term impact from GHG emissions through new/updated programs and opportunities that will help us meet our goals. *Thank you for being part of our team!*

Cost of Implementation

Anticipated cost estimates for each goal are provided as a range in Section 3, *GHG Reduction Strategy*. For each goal, the cost estimate focuses on both internal costs (municipal-focused) and external costs (community-focused) and provides insight into the variability of these costs. The primary variables that may affect cost effectiveness include upfront versus lifecycle costs and the cost of inaction, which are discussed further below in more detail.

Upfront versus Lifetime Costs

When evaluating how much specific initiatives cost, it is important to differentiate between the upfront costs, such as purchasing an electric vehicle, versus the lifecycle costs which include purchasing, operating, maintaining, and ultimately disposing of that vehicle. Purchasing an electric vehicle could cost more than the industry average vehicle. However, the lifecycle costs of owning an electric vehicle are comparable and sometimes lower than the lifecycle costs of owning an internal combustion engine vehicle. While electric vehicles are more expensive upfront, their operating and maintenance costs are lower since they do not have fluids to replace, have fewer moving parts like transmissions, and experience less brake wear. These lower operating and maintenance costs make the lifecycle costs of owning an electric vehicle comparable and many times lower than an internal combustion engine vehicle, even though the upfront costs were higher. This example demonstrates the importance of considering the lifecycle costs for each goal rather than just the upfront costs.

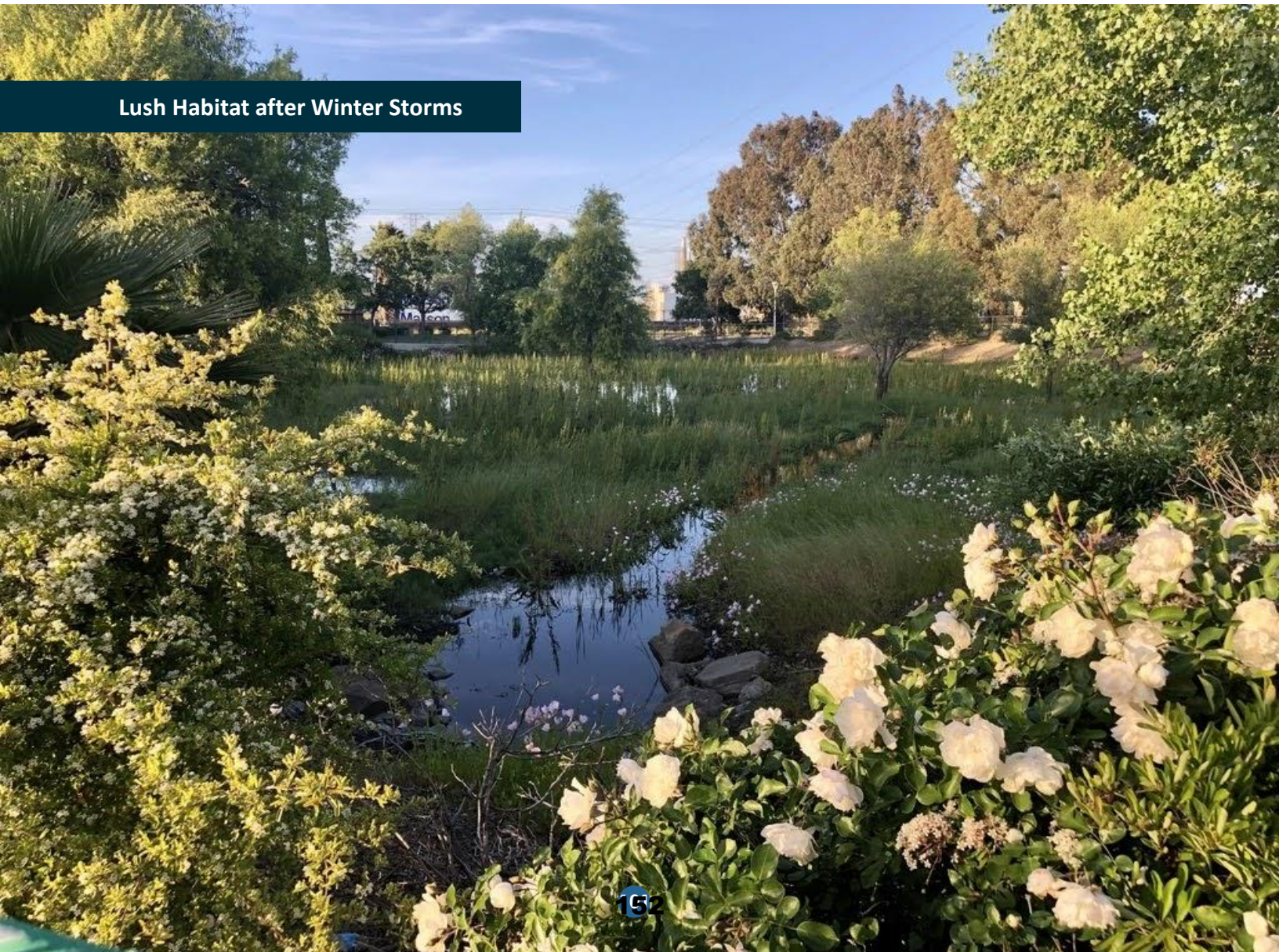
Additionally, it is anticipated that the cost of electric vehicles will continue to go down as manufacturers continue to implement innovative battery technologies and refine the process to build more affordable models.

It is important to keep in mind that doing nothing to prepare for and mitigate climate change will also carry a cost. The alternative to implementing these goals is not zero.

The Cost of Inaction

One immediate example demonstrating the cost of inaction is installing conduit and panel capacity for electric vehicle chargers for all new construction. While this action increases upfront can be an order of magnitude higher (~$3,000). Given the move towards electric vehicles, the cost of not installing EV infrastructure today could cost the community significantly more in the future. In a similar vein, adaptation goals will cost the City and the community today. Planting trees, installing microgrids, and setting up cooling centers all have upfront costs. However, it's important to weigh these costs against the costs of a future without these adaptive goals given what we know about impacts from a changing climate. Research published in the journal Nature, predict the global cost of not decreasing emissions to reach carbon neutrality by mid-century could range between $149.78 trillion to $791.98 trillion by the end of the century.[53] That same study found that if we

53. https://www.nature.com/articles/s41467-020-15453-z



Lush Habitat after Winter Storms

mitigate climate change and achieve carbon neutrality by mid-century the world could see a $127 to $616 trillion economic benefit after considering the cost of mitigation. The humanitarian impact is also significant. The Red Cross and Red Crescent Societies estimate that the number of people in need of humanitarian aid each year could double to 200 million annually by 2050 due to climate change, costing approximately $20 billion per year.[54] Furthermore, the World Resources Institute has found that investing in adaptation and resilience provides a benefit-cost ratio ranging from 2:1 to 10:1, meaning that for every dollar invested in resilience and adaptation can equate to $2 to $10 dollars' worth of benefits.

Prioritization of Funding

In general, three main principles guide how strategies and future sustainability initiatives should be prioritized, which include:

1. **Equity.** The costs of implementing policies should be equitably spread amongst the community, taking extra care to limit new costs being placed upon segments of the population that are least able to shoulder them (i.e., disadvantaged and vulnerable communities). Where certain segments of the community will benefit disproportionately from an action, the costs should be spread accordingly.

2. **Cost-Effectiveness.** Strategy implementation should prioritize cost-effective actions, which can generate cost savings that will offset the costs to those who are required to pay for its implementation. While some actions may require some initial capital outlay, whenever possible these actions should generate long-term cost savings that will repay and even generate a return on investment.

3. **Ability to Leverage Local Resources.** Leveraging will involve using outside sources of funding to augment local resources to fund implementation of the Sustainability Plan whenever possible. The City will seek grants, matching funds, in-kind contributions, and other resources from State, Federal, and philanthropic sources to help pay for actions and limit the cost to the City, residents, and businesses.

These components were identified and analyzed for each of the goal during the development phase to establish a plan that can be successfully implemented over time, with the smallest burden on the community.

What can we do Today?

One of the main goals of the Sustainability Plan is to bring awareness to sustainability in the community across all sectors and provide information about what we can each do today to make a difference and set our community on the path towards a more sustainable future with significant GHG emission reductions.

City Leadership

Due to the systemic nature of climate change, relying on voluntary, individual actions will not be enough to reduce GHG emissions in a significant way. However, that does not derail the progress of our individual actions, which could collectively result in real change. Local governments across the United States are stepping up as leaders of climate action and innovation. Reducing GHG emissions is going to require serious commitment, and communities like Pittsburg are perfectly situated to begin implementing new solutions to reduce GHG emissions in our local municipalities.

Making meaningful progress towards reducing Pittsburg's GHG emissions starts with the leadership of City government, through strong actions like providing permit incentives and developing equitable outreach programs that spur change in the community. There is a wealth of opportunities for the City of Pittsburg to take action to improve the community while also reducing its GHG emissions. It is important that these opportunities are taken advantage of, so

54. https://reliefweb.int/report/world/cost-doing-nothing-humanitarian-price-climate-change-and-how-it-can-be-avoided

real momentum can be built upon, and Pittsburg can establish a path towards the 2030 GHG emission reduction targets.

Actions that the Pittsburg City government can take today to lead the way on local sustainability action include:

- Providing incentives for residential and commercial electrification that have been reviewed and updated for procedural equity
- Developing outreach programs to educate residents about available incentives for energy efficiency retrofits, such as installing LED lightbulbs or upgrading old appliances
- Applying for grants to provide funding for sustainability programs and green infrastructure, such as building new bike lanes or improving the City's urban canopy

Community Role

As a resident or visitor of Pittsburg, we can also create direct change by making conscientious choices and actively engaging in sustainable initiatives. Figure 10 shows six example actions that individuals can take to be more sustainable and reduce their personal GHG emissions in the short-term. For additional actions that you can take today that will reduce your GHG emissions, see Section 3 (*GHG Emission Reduction Strategies*), where individual actions for residents and businesses are discussed that align with the City's emission reduction and adaptation strategies, respectively.

Monitoring Timeframe and Tools

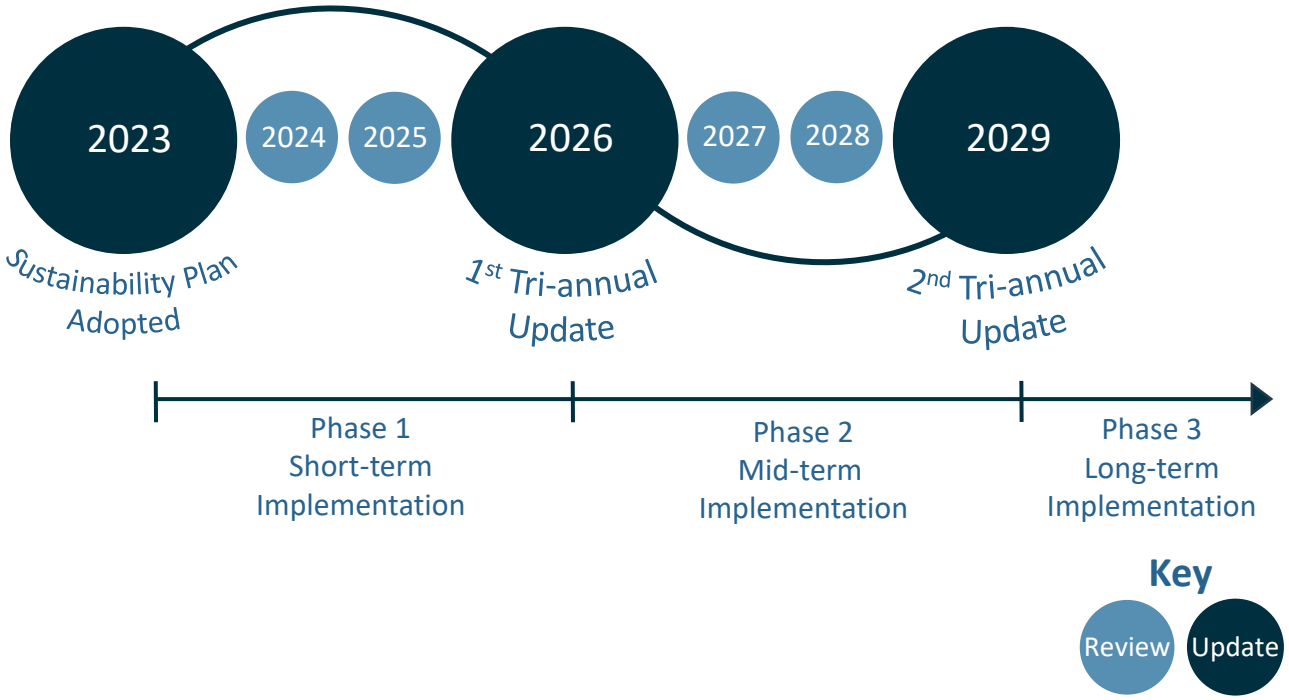
As part of the Sustainability Plan, the City will complete an annual progress report using CAPDash as well as a triennial review and update of the plan. The timeline in Figure 11 shows the monitoring and triennial update schedule for the plan, with a phased approach to goal implementation. The annual progress reports will include calculating an annual community wide GHG emissions inventory in CAPDash, as well as updating the progress of the emission reduction measures in the tool.

The City will conduct internal annual implementation monitoring of the GHG emissions reduction goals and report on this progress to City Council every third year beginning in 2026. The process for monitoring and quantifying goal implementation status relies on key target metrics identified for each of the goals and actions, as summarized in Section 3.

Figure 10. What Can I do Today?



Figure 11. Monitoring Timeline



By committing to annual monitoring of implementation progress and adjusting where necessary, Pittsburg can rise to meet the local and global imperative of reducing GHG emissions. In the process of meeting that challenge, we will benefit from the supplemental health, economic, resilience, and other co-benefits of the GHG emissions reduction measures. This plan marks another major milestone in the City's commitment to a sustainable future. A full implementation summary is saved in Table 10.

Table 10. Implementation and Monitoring Table

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Strategy C-1 Cornerstone to Climate Action Planning				
Goal C-1.1 Provide high-road jobs to members of disadvantaged and vulnerable communities through a local High-road Workforce Development Program.				
C-1.1a	Establish a High-road Workforce Development Program that provides incentives to Pittsburg businesses and potential developers to establish apprenticeships programs for Pittsburg members of disadvantaged and vulnerable communities.	Community Development – Economic Development	1	
C.1.1b:	Apply for grant opportunities to offer incentives to employers and developers for implementing local workforce apprenticeship programs, through grants such as Transformative Climate Communities Implementation Grant and High Road Training Partnerships: Resilient Workforce Fund Program.	Community Development – Economic Development	1	
C.1.1c:	Perform an analysis on current workforce opportunities within the City that provide potential for high-road jobs through direct engagement with local businesses. Through this analysis establish the criteria for high-road jobs and identify opportunities for bringing in additional developers and businesses that will provide jobs that meet these criteria.	Community Development – Economic Development	1	
C.1.1d:	Partner with community-based organizations with connections to disadvantaged and vulnerable communities to perform direct engagement promoting opportunities within the High-road Workforce Development Program.	Community Development – Planning and Economic Development	1	
C.1.1e:	Create a City webpage to provide resources related to the High-road Workforce Development Program to allow for posting of available resources and to develop an internship/apprenticeship board for local employers and Los Medanos College to share employment opportunities.	Community Development – Economic Development	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal C-1.1 Provide high-road jobs to members of disadvantaged and vulnerable communities through a local High-road Workforce Development Program.				
C.1.1f:	Amend the City's bid procurement and evaluation process to include local workforce (i.e., including Pittsburg residents in the project workforce) as a criterion for evaluating capital improvement project bids.	Public Works – Engineering	1	
Strategy E-1 Electrify the Building Stock				
Goal E-1.1 Electrify 75% of new construction in the City by 2026 and 100% of new construction in the City by 2029.				
E-1.1a	Conduct a cost effectiveness study by 2025 to analyze the impact of adopting an electrification ordinance for all new construction to inform future consideration of an ordinance.	Community Development – Planning and Building, Environmental Services	1	
E-1.1b	Identify and partner with local community-based organizations with connections to disadvantaged and vulnerable communities to conduct targeted outreach to identify and analyze equity concerns with an electrification ordinance for all new construction to inform future consideration of an ordinance.	Community Development – Planning and Building, Environmental Services	1	
E-1.1c	Establish partnerships with the Building Decarbonization Coalition, MCE, Bay Area Regional Energy Network, the International Brotherhood of Electrical Workers, and others, to engage with local interested parties from the building industry, such as local developers, to evaluate the feasibility of adopting an electrification ordinance for all new construction and inform future consideration of an ordinance.	Community Development – Planning and Building, Environmental Services	1	
E-1.1d	Partner with organizations such as the Building Decarbonization Coalition, MCE, and Bay Area Regional Energy Network to compile a suite of case studies and cost-effective strategies (e.g., energy efficiency improvements) for electric buildings by prototype, help educate building owners and the construction	Environmental Services, Community Development – Planning and Building	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal E-1.1 Electrify 100% of new construction in the City by 2026.				
	industry on the cost savings, environmental benefits, and versatility associated with all-electric construction, and educate developers and other interested parties on new appliances and approaches to building electrification. Share the information on the City's website, at City events, and at the City's permit counters.			
E-1.1e	Provide education around cooking with electric appliances partner with local chefs and/or restaurants to host cooking demonstrations at community events such as the Farmers' Market, Green Footprint Festival, or Pittsburg First Fridays.	Community Development – Economic Development, Environmental Services	1	
E-1.1f	Partner with the Bay Area Regional Energy Network and the International Brotherhood of Electrical Workers, or similar entities, to provide technical resources, including hosting workforce development trainings as part of the Highroad Workforce Development Program for installers, local contractors, and building owners/operators to discuss the benefits and technical requirements of electrification. Partner with community-based organizations to connect members of disadvantaged and vulnerable communities to these training programs.	Community Development – Economic Development, Environmental Services	1	
Goal E-1.2 Electrify existing residential buildings to reduce residential natural gas consumption 15% by 2030 and 100% by 2045, from 2016 levels.				
E-1.2a	Develop a residential building electrification strategy with a detailed existing building analysis and electrification costs analysis to understand cost implications, identify potential equity concerns/impacts, and develop equitable strategies and recommended standards for electrifying existing residential buildings such as those that increase energy efficiency and tenant protections. Identify and partner with local community-based organizations with connections to disadvantaged and vulnerable communities to conduct	Community Development – Building, Environmental Services	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal E-1.2 Electrify existing residential buildings to reduce residential natural gas consumption 15% by 2030 and 100% by 2045, from 2016 levels.				
	intentional, thoughtful, and specific community outreach during development of the electrification strategy to understand the community's concerns and needs around electrification.	Community Development – Planning and Building	2	
E-1.2b	During the electrification strategy development process, engage the community to evaluate the feasibility of adopting a time of replacement electrification ordinance in the future for HVAC and hot water heaters.	Community Development – Building, Environmental Services	1	
E-1.2c	Develop a permit tracking program for existing building electrification to track annual progress in achieving the electrification goals.	Community Development – Planning, Environmental Services	1	
E-1.2d	Partner with stakeholders such as MCE and PG&E to understand the feasibility of, establish, and promote funding pathways to ease community costs for electric appliances, electrification retrofits, and panel upgrades through: • Federal and state grants/subsidies • Tariffed On-bill financing • Metered energy efficiency • Linking electrification to existing weatherization programs	Community Development – Economic Development, Environmental Services	1	
E-1.2e	Partner with PG&E to provide free electrification assessments to rental and multi-family properties to provide recommendations on electric upgrades and funding opportunities.	Community Development – Planning and Building, Environmental Services	1	
E-1.2f	Establish a working group of rental and multi-family property owners, as well as tenants that live in these units to: • Identify common goals (e.g., saving money on utility bills, reducing carbon footprint, improving indoor air quality) • Collaborate on initiatives, which would provide a space for tenants and homeowners to implement initiatives that align with the shared goals (e.g., installing energy-efficient lighting or appliances, adding building insulation, and/or installing solar panels).	Environmental Services	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal E-1.2 Electrify existing residential buildings to reduce residential natural gas consumption 15% by 2030 and 100% by 2045, from 2016 levels.				
	• Establish communication channels to discuss progress, address hurdles, and work together on implementation. • Share resources between tenants and homeowners.			
E-1.2g	Conduct targeted outreach to rental and multi-family property owners to distribute information about available retrofit incentives and long-term benefits, associated with electrification and weatherization.	Community Development – Planning and Building, Environmental Services	1	
E-1.2h	Review and update building codes to provide streamlined permitting for all electric retrofits. Provide Building Department staff training and information on the benefits of electrification for permit applicants.	Community Development – Building	1	
E-1.2i	Partner with MCE and PG&E to review incentives, rebates, and financing options for procedural equity and ensure that existing and updated incentive programs are being equitably distributed to the community to reduce energy bill burdens. Hurdles to equitable implementation could include credit checks, excessive procedural hurdles and lack of targeted outreach.	Environmental Services	1	
E-1.2j	Work with MCE to a conduct feasibility study to evaluate the current uptake and effectiveness of Proper Assessed Clean Energy (PACE) financing for installation of renewable energy systems in single-family and multi-family homes. If feasibility study indicates effectiveness, continue to offer PACE financing for single-family and multi-family homes to install renewable energy systems.	Community Development –Building	1	
E-1.2k	Partner with a financing/management company - to provide electrification services and financing to the community with prioritization of members of disadvantaged and vulnerable communities.	Community Development – Economic Development, Environmental Services	2	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal E-1.2 Electrify existing residential buildings to reduce residential natural gas consumption 15% by 2030 and 100% by 2045, from 2016 levels.				
E-1.2l	Partner with Pittsburg Below Market Rate (BMR) housing stock owners to develop a strategy to begin electrifying publicly owned BMR housing. Identify a group of publicly owned BMR housing to conduct a full electrification pilot to help test and further develop the strategy. Promote the pilot as an example to the wider community on the feasibility and benefits of residential electrification.	Community Services-Building, Community Services – Housing Authority, Environmental Services	2 – 3	
Goal E-1.3. Electrify existing commercial buildings to reduce commercial natural gas consumption 15% by 2030 and 100% by 2045, from 2016 levels.				
E-1.3a	Develop a strategy to support commercial building electrification, including initiatives and recommended standards for retrofitting commercial buildings, prioritizing appliance replacements, and avoiding expansion of natural gas infrastructure.	Community Development – Building, Environmental Services	1	
E-1.3b	Conduct engagement efforts for the commercial sector during development of the building electrification strategy to understand potential concerns and barriers to commercial electrification and educate commercial property owners on the potential cost savings and other benefits of electrification. Include targeted outreach to small businesses and minority-owned businesses to understand potential equity concerns with commercial electrification during the strategy development process.	Community Development – Building, Planning, and Economic Development, Environmental Services	1	
E-1.3c	Continue to work with Bay Area Regional Energy Networks, MCE, and StopWaste to improve, implement, and promote commercial electrification rebates and financing opportunities, as well as other offered incentives. Review the incentives for procedural equity and promote them to small and minority-owned businesses through targeted outreach.	Environmental Services, Community Development – Economic Development	1	
E-1.3d	Conduct focused interviews with commercial property owners to evaluate the feasibility of adopting a commercial building	Community Development –	2	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal E-1.3. Electrify existing commercial buildings to reduce commercial natural gas consumption 15% by 2030 and 100% by 2045, from 2016 levels.				
	electrification ordinance to ban the expansion of natural gas infrastructure and require appliance replacements to be all-electric where technologically feasible. Include interviews specifically with small and minority-owned businesses.	Economic Development and Building, Environmental Services		
E-1.3e	Track annual progress on commercial building electrification through the same permit tracking program developed for residential building electrification.	Community Development – Building	2	
E-1.3f	Conduct engagement efforts for the commercial sector to identify ways the City can support commercial battery storage installations.	Community Development – Building and Economic Development	2	
E-1.3g	Partner with the Chamber of Commerce to inform and facilitate electrification for commercial business owners.	Environmental Services, Community Development – Economic Development	2	
E-1.3h	Use municipal electrification efforts to promote the cost-saving benefits and feasibility of electrification to the commercial sector. Promote municipal building electrifications on the City's website and at City permit counters with information on costs, timescale, and utility bill savings for each project.	Community Development – Economic Development and Building, Environmental Services	2	
Strategy E-2 Decarbonize Electricity and Increase Use and Storage of Local Renewable Energy				
Goal E-2.1. Increase the number of accounts enrolled in MCE's programs to 95%, with a total of 40% of accounts enrolled in the Deep Green energy option by 2030.				
E-2.1a	Continue to work with MCE to conduct an annual analysis of opt-out rates in the City and expand the research to understand why residents and businesses opt out of MCE. Include targeted outreach to residents living on low and fixed incomes and disadvantaged and vulnerable communities to identify barriers to remaining with MCE.	Environmental Services	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal E-2.1. Increase the number of accounts enrolled in MCE's programs to 95%, with a total of 40% of accounts enrolled in the Deep Green energy option by 2030.				
E-2.1b	Partner with MCE to design educational campaigns, including tabling at community events, establishing informational resources on the City's website, regularly posting on social media, and developing energy bill inserts, to highlight the benefits of 100% renewable energy.	Environmental Services	1	
E-2.1c	In collaboration with MCE, implement a pilot program to provide Pittsburg's affordable housing units managed by the Pittsburg Housing Authority MCE's Deep Green service by 2025. Identify funding options with MCE such as subsidy of pilot study through the non-discounted customers or grant funding.	Community Services – Housing Authority	1	
E-2.1d	Support an equitable transition to renewables by partnering with MCE to create a funding or subsidy program for customers enrolled in the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) programs to opt-up to MCE's Deep Green option. This may include subsidizing costs to customers who participate in CARE/FERA programs through non-discounted customer rate increase or obtainment of funding for disadvantaged and vulnerable communities. Include targeted outreach to educate residents on the availability of energy savings programs to help offset potential rate increases when opting-up.	Community Development – Economic Development	2	
Goal E-2.2. Increase generation and storage of local renewable energy.				
E-2.2a	Establish and streamline standards and permit requirements for electrification-related installations and battery storage systems, to allow for easier implementation of these technologies in Pittsburg.	Community Development – Building	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal E-2.2. Increase generation and storage of local renewable energy.				
E-2.2b	Consider adopting a PV (Solar) Ordinance requiring residential and nonresidential building additions and alterations to install PV systems that meet minimum requirements of Tier 2 Voluntary Standards under CalGreen. Engage with local building industry stakeholders to understand concerns and develop exemptions to the ordinance where the installation of PV systems may not be economically feasible.	Community Development – Planning, Building, and Economic Development	1	
E-2.2c	Expand the partnership with GRID Alternatives through increased funding/promotion and promote the benefits of renewable energy through multi-lingual educational programs in order to support an equitable transition to renewable energy.	Environmental Services	2	
E-2.2d	Work with PG&E, MCE, and/or other community partners to support and incentivize local on-site energy generation and storage resources. This could include: • Connecting home and business owners, particularly those in disadvantaged and vulnerable communities, to incentives for renewable energy and storage including Net Metering Programs through PG&E for bill credits, the Disadvantaged Communities-single-family Solar Homes (DAC_SASH) program, Self-Generation Incentive Program (SGIP), and Equity Resilience rebates that provide an upfront rebate for battery storage, as well as the federal investment tax credit. • Promoting installation of storage technology in concert with renewable energy infrastructure through multilingual education programs, outreach, and information provided via City platforms. • Evaluating the feasibility of installing on- and off-site co-located community solar and storage facilities and, if demonstrated effective, installing at least 3 by 2030 to provide cost-saving and resilience benefits to disadvantaged and vulnerable communities.	Community Development – Economic Development, Environmental Services	2	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal E-2.2. Increase generation and storage of local renewable energy.				
E-2.2e	Provide educational materials and workshops to large commercial developers and large business property owners of the benefits of microgrids and energy resiliency resources to identify opportunities for solar installations and/or battery storage on site.	Community Development – Economic Development, Environmental Services	2	
E-2.2f	Partner with affordable housing providers to conduct a feasibility analysis of battery storage and solar projects at the affordable housing in Pittsburg that are eligible for Equity Resilience Incentives under the Self-Generation Incentive Program.	Environmental Services, Community Services – Housing Authority	3	
Strategy T-1 Reduce Passenger Car Vehicle Miles Traveled				
Goal T-1.1 Implement Pittsburg Moves, increasing active transportation mode share from 1.5% in 2020 to 3% by 2030 and 9% by 2045.				
T-1.1a	Based on the goals and policies outlined in Pittsburg Moves, coordinate with Contra Costa Transportation Authority to establish a target timeline and funding strategy that address each of the projects in Appendix A. The timeline should outline a path that confirms an equal focus on improvement projects that will benefit residents living in disadvantaged and vulnerable communities.	Public Works – Engineering	1	
T-1.1b	Complete the feasibility analysis outlined in the Pittsburg Moves Project List to begin implementing the supporting projects.	Community Development – Planning	1	
T-1.1c	Establish bicycle lockers and bicycle parking minimums for new developments by land use types.	Community Development – Planning	1	
T-1.1d	Work with existing commercial and institutional property owners to identify additional opportunities to install safe bicycle lockers and parking spaces to encourage residents and visitors to make short trips via active transportation.	Community Development – Planning	1	
T-1.1e	Partner with schools, employers, transit agencies, Bike East Bay, the League of American Bicyclists, Metropolitan Transportation Commission, and/or community groups to teach bicycle and	Community Development – Planning, Environmental	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal T-1.1 Implement Pittsburg Moves, increasing active transportation mode share from 1.5% in 2020 to 3% by 2030 and 9% by 2045.				
	pedestrian safety in schools and workplaces and to educate residents and businesses about the safe route availability and the health and environmental benefits of walking, bicycling, and using public transit.	Services		
T-1.1f	Develop a Specific Capital Improvement Plan for active transportation and mobility projects for disadvantaged and vulnerable communities. Partner with community-based organizations with connections to disadvantaged and vulnerable communities to engage the community in the development and implementation of the plan.	Community Development – Planning, Public Works – Engineering	1	
T-1.1g	Partner with community groups to obtain funding through the California Air Resources Board Car Sharing and mobility Options program for a pilot bike-share program for disadvantaged and vulnerable communities and to connect disadvantaged and vulnerable communities with the E-Bike Purchase Incentive Program through CalBike and the California Air Resources Board (CARB), 511 Contra Costa, Contra Costa Transportation Authority, and the Bay Area Air Quality Management District.	Community Development – Planning, Public Works – Engineering	1	
T-1.1h	Promote active transportation through car-free events by identifying areas of the City to periodically close streets to cars, potentially coupled with the Farmer's Market or other large and regular community events.	Community Development – Economic Development, Environmental Services	1	
T-1.1i	Work with partners such as Lyft, Lime, Bike East Bay, 511 Contra Costa, or Encina Bicycle Center to establish a book-a-bike program within the Civic Center.	Community Development – Economic Development and Planning, Public Works – Engineering	1 – 2	
T-1.1j	Devote staff time to tracking and applying for grant funding to complete projects that would improve active transportation or mobility in the community.	Community Development – Economic Development and Planning, Public Works – Engineering	1 – 3	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal T-1.1 Implement Pittsburg Moves, increasing active transportation mode share from 1.5% in 2020 to 3% by 2030 and 9% by 2045.				
T-1.1k	Implement all policy recommendations included in the Pittsburg Moves to improve pedestrian and bicycle networks and increase transit ridership based on the established timeframes.	Community Development – Economic Development and Planning, Public Works – Engineering	1 – 3	
T-1.1l	Install approximately 45 miles of bikeways by 2040, including approximately 26 additional miles of shared-use paths; 7 miles of new buffered bike lanes; 8 miles of new bike boulevards; and 17 miles of new separated bikeways.	Public Works – Engineering	1 – 3	
Goal T-1.2 Implement public and shared transit programs to increase public transit mode share from 10.1% in 2020 to 12% by 2030 and 17% by 2045.				
T-1.2a	Establish guidelines and recommended standards for new development of public space to be transit accessible and multi-functional by co-locating public facilities.	Community Development – Economic Development, Public Works – Engineering	1	
T-1.2b	Consistent with the intention of Senate Bill 10, allow developers to build housing without off-street parking if they're close to frequent transit service	Community Development – Planning	1	
T-1.2c	Partner with Tri-Delta Transit to conduct a study to determine transit priority corridors and prioritize infrastructure improvements in existing neighborhoods that enable people to better access and use public transit.	Community Development – Planning, Public Works – Engineering	1	
T-1.2d	Conduct engagement efforts for the general public and targeted to disadvantaged and vulnerable communities to understand the community's concerns around or barriers to using public and/or shared transit.	Community Development – Economic Development	1	
T-1.2e	Through the adoption of an Overlay or Specific Plan, encourage employers to develop a Transportation Demand Management (TDM) Plan. Design a baseline TDM Plan for large employers (i.e., businesses with more than 25 employees) to adopt or model their TDM's after. TDM plans should include money-	Community Development – Economic Development and Planning	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal T-1.2 Implement public and shared transit programs to increase public transit mode share from 10.1% in 2020 to 12% by 2030 and 17% by 2045.				
	based incentives for employees to bike, walk, carpool, or take the bus to work.	Community Development – Economic Development and Planning	2	
T-1.2f	Conduct engagement efforts for the general public, with a targeted approach to disadvantaged and vulnerable communities to understand the potential concerns around the analysis of disincentive-based policies for driving single passenger vehicles. Through feedback from these engagement efforts, define equity metrics for the implementation of disincentive-based policies and depending on the outcome of the analysis, structure the policies to meet these metrics.	Community Development – Economic Development and Planning	3	
Strategy T-2.1 Increase Zero-Emission Vehicle and Equipment Use				
Goal T-2.1 Increase passenger zero-emission vehicle adoption from 2.3% in 2020 to 15% by 2030 and 100% by 2045.				
T-2.1a	Establish a prioritized list of locations in Pittsburg for new publicly accessible electric vehicle charging stations with consideration for equitable distribution of chargers to renters, residents of multi-family homes, residents living on low and fixed-incomes, and disadvantaged and vulnerable communities. Include locations for Level 2 charging where residents make extended stops and locations for Level 3 charging (DC Fast Charging) for residents without access to overnight charging and for highway travelers. Install at least 50 new publicly accessible charging stations by 2030 and 100 by 2045, through public-private partnerships and on City-owned properties at the identified locations. Promote the availability of new public chargers on social media and on the City's website.	Community Development – Planning, Environmental Services	1	
T-2.1b	Continue to maintain a streamlined electric vehicle (EV) infrastructure permitting process and ordinance in accordance with AB 1236.	Community Development – Planning and Building	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal T-2.1 Increase passenger zero-emission vehicle adoption from 2.3% in 2020 to 15% by 2030 and 100% by 2045.				
T-**2.1**c	Allow for granting of zero emission vehicles (ZEVs) access to preferred parking spaces in new private parking lots, where it is logical, feasible and not cost-prohibitive.	Community Development – Planning, Public Works – Engineering	1	
T-2.1d	Work with MCE and PG&E to incentivize residential electric vehicle charger installations and panel upgrades through on-bill financing. Promote the incentives through multi-lingual outreach material on the City's website and at community events.	Community Development – Economic Development and Planning	1	
T-2.1e	Coordinate with community-based organizations, local agencies, and non-profits to conduct ZEV education events for residents and targeted events for members of disadvantaged and vulnerable communities that would engage the community to evaluate the barriers to ZEV adoption, promote information on the costs and benefits of owning ZEVs, and promote steps on how to purchase a ZEV and receive incentives (including education on pre-owned EVs and how to determine current battery range).	Environmental Services	1	
T-2.1f	Develop outreach and education materials and distribute to local businesses, property owners, and developers on the financial (e.g., new funding streams), environmental, and health and safety benefits of ZEVs. Provide information on available funding opportunities and the City's streamlined permitting process.	Community Development – Economic Development, Environmental Services	1	
T-2.1g	Conduct outreach, including interviews with residents and business owners to evaluate the feasibility of adopting an electric vehicle charging infrastructure reach code that meets or exceeds the minimum requirements of the Tier 2 Voluntary Standards under CALGreen. Partner with community-based organizations with connections to disadvantaged and vulnerable communities to include targeted outreach and interviews to members of disadvantaged and vulnerable communities to	Community Development – Economic Development, Environmental Services	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal T-2.1 Increase Zero-Emission Vehicle and Equipment Use Goals and Actions				
	understand equity impacts of the reach code and barriers to adoption.			
T-2.1h	Explore opportunities to assist disadvantaged and vulnerable community members to purchase and operate ZEVs including: • Opportunities with CARB, BAAQMD, or other agencies to start a purchase rebate program and provide higher trade-in value for combustion vehicles • Opportunities with MCE and other agencies to discount charger and/or electricity rates for those with an electric vehicle.	Community Development – Economic Development, Environmental Services	2	
T-2.1i	Collaborate with neighboring jurisdictions and the Contra Costa Transportation Authority to develop a connected network on zero-emission vehicle car share.	Public Works – Engineering	2	
T-2.1j	Support zero-emission vehicle car share companies in coming to the City. Coordinate with car share companies and community-groups to develop an affordable, zero-emission vehicle car share to serve affordable housing and/or multifamily developments with a priority to target disadvantaged and vulnerable communities.	Community Development – Economic Development	3	
Goal T-2.2 Increase commercial zero-emission vehicle adoption from less than 1% in 2020 to 10% by 2030 and 100% by 2045.				
T-2.2a	Consider establishing a licensing fee for commercial delivery vehicles operating on fossil fuels (such as Amazon and FedEx) to provide funding for new active transportation and EV charging/ZEV fueling infrastructure and discounting the fee for the proportion of electric vehicles the delivery company uses. Evaluation of the fee would include: • Engaging directly with delivery service providers operating in the City to understand zero emission vehicle capacity • Determining if phasing is needed to allow for time to increase available zero-emission vehicles in fleet • Identifying gaps in the zero-emission vehicle fueling/charging infrastructure to maintain route efficiency.	Community Development – Economic Development, Public Works – Engineering	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal T-2.2 Increase commercial zero-emission vehicle adoption from less than 1% in 2020 to 10% by 2030 and 100% by 2045.				
T-2.2b	Encourage commercial vehicle fleet operators to accelerate electrification by providing them educational material on the benefits of zero emission vehicles (e.g., fuel cost savings through networked charging and current availability of zero emission vehicles ahead of State mandates), educating them on the City's streamlined permitting process, and compiling and distributing information on potential funding opportunities. Include Pittsburg Unified School District's zero-emission buses as a case study to demonstrate the feasibility and benefits of transitioning commercial fleets to ZEVs.	Community Development – Economic Development, Environmental Services	1	
Goal T-2.3 Transition 5% of all (i.e., commercial and residential) off-road equipment to zero-emission alternatives by 2030 and 100% by 2045.				
T-2.3a	Develop small off-road equipment (SORE) guidelines in alignment with CARB's goals encouraging that at time of replacement, zero emission landscape equipment be used starting in 2025 and portable generators be zero-emissions by 2029.	Community Development – Planning and Economic Development	1	
T-2.3b	Partner with BAAQMD to identify funding opportunities to encourage residents to replace gas-powered landscaping equipment and off-road engines with zero emission equipment with a focus on funding opportunities for members of disadvantaged and vulnerable communities and small and minority-owned businesses.	Community Development – Planning and Economic Development	1	
T-2.3c	Conduct an investigation of major commercial off-road equipment fleets in Pittsburg and identify fleets with highest decarbonization potential and fleets in disadvantaged and vulnerable communities that will need targeted support to transition.	Community Development – Public Works – Engineering	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal T-2.2 Increase commercial zero-emission vehicle adoption from less than 1% in 2020 to 10% by 2030 and 100% by 2045.				
T-2.3d	Develop an Off-road Equipment Replacement Outreach Campaign that provides information to contractors, residents, and fleet operators in Pittsburg, with a target towards those identified with high decarbonization potential and small businesses owned by traditionally disadvantaged and vulnerable community members. Information should include equivalent alternatives to fossil-fueled off-road equipment, public health, and safety benefits of alternative equipment technology, and funding opportunities available (i.e., Clean Off-Road Equipment Voucher Incentive Program [CORE]).	Community Development – Planning and Economic Development, Environmental Services	1	
T-2.3e	Partner with BAAQMD to develop a rebate and incentive program for upgrading off-road equipment and switching to electric or biofuels. Develop the program with a focus on procedural equity and prioritize funding distribution to disadvantaged and vulnerable communities.	Community Development – Planning and Economic Development	2	
T-2.3f	As part of the tool lending program at the library (see Action SW.2.1f), offer electric garden and landscape maintenance equipment including electric leaf blowers.	Environmental Services	2	
Strategy W-1 Increase Water Conservation and Local Water Supply				
Goal W-1.1 Reduce per capita water consumption 10% by 2030 and 30% by 2045, from 2016 levels.				
W-1.1a	Adopt a Water Conservation and Water Shortage Contingency Program Ordinance to establish a clear protocol of drought thresholds that trigger varying water use reduction strategies that focus primary on domestic water use, health and sanitation, and fire protection.	Environmental Services, Public Works – Water	1	
W-1.1b	Continue to implement and enforce Model Water Efficient Landscape Ordinance to encourage use of efficient irrigation systems, greywater usage, onsite storm water capture, and limit the portion of landscapes that can be covered in turf.	Public Works – Operations & Maintenance **(Future state – Public Works – Water)*	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal W-1.1 Reduce per capita water consumption 10% by 2030 and 30% by 2045, from 2016 levels.				
W-1.1c	Continue the “Delta Water Education Program" to promote and reinforce the importance of water resources, water conservation, and local management of watersheds and water quality, to children in the local community.	Environmental Services	1	
W-1.1d	Continue to partner with Contra Costa Water District (CCWD) to promote water conservation messaging, including multi-lingual education materials such as publications, website pages, community events and booths, workshops and presentations, newsletters, newspaper ads, and bill inserts. Include targeted outreach to disadvantaged and vulnerable communities to reduce utility bill burdens.	Environmental Services, Public Works - Water	1	
W-1.1e	Continue to partner with Contra Costa Water District to provide water conserving fixtures/fittings and rebates for appliances to residents throughout Pittsburg, with a focus on disadvantaged and vulnerable communities to reduce utility bill burdens.	Environmental Services	1	
W-1.1f	Maintain a comprehensive, coordinated education campaign focused on property owners, landlords, property management companies, and occupants for reducing the use of water in homes and businesses. Establish a shared understanding of existing incentives for appliances, fittings and fixtures; lawns; and irrigation systems, and how to access them, including Contra Costa Water District incentive programs and rebates	Environmental Services, Public Works – Operations & Maintenance *(*Future state – Public Works – Water)*	1	
W-1.1g	Perform analysis to understand the feasibility and potential potable water savings of adopting a Dual Drainage Plumbing Ordinance to provide information to community members.	Community Development – Building	1	
W-1.1h	Promote the Living Green Gardens, the City's water-wise public demonstration garden, to encourage efficient landscape and watering practices and to provide a hands-on learning experience for members of the community. Additionally, develop more classes on new materials and continue active maintenance of the garden.	Environmental Services	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal W-1.1 Reduce per capita water consumption 10% by 2030 and 30% by 2045, from 2016 levels.				
W-1.1i	Implement water conservation strategies, such as increasing efficiency and use of recycled water, in City landscaping and grounds maintenance procedures.	Services, Public Works – Operations & Maintenance *(Future state – Public Works – Water)*	1	
W-1.1j	Consider the adoption of an ordinance in the Municipal Code that requires hospitality agencies (i.e., hotels and motels) to only provide daily services upon request and share such information with guests. Engage hospitality agencies and other stakeholders in the evaluation process.	Community Development – Planning and Building	1	
W-1.1k	Continue to partner with Contra Costa Water District to promote the "Lawn to Garden Rebate" to encourage residents and business owners to transition their existing lawns to waterwise landscaping. Provide specific outreach to multi-family and commercial entities, including providing flyers in water bills and partnering with "My Pittsburg Chamber" to provide information to business entities in the community.	Environmental Services, Parks	1	
W-1.1l	Apply for a rebate to transition non-essential municipal lawns to native, waterwise landscaping, and promote the Living Green Garden to continue offering a place for community members to visit and learn more about waterwise landscaping and available incentives and rebates, as well as information on local nurseries that provide native waterwise landscaping.	Environmental Services, Parks	1	
Goal W-1.2 Increase recycled water use in the City.				
W-1.2a	Work with Delta Diablo to perform a feasibility study on increasing local recycled water supply through either expansion in purple piping infrastructure or inclusion of tertiary treated wastewater effluent to supplement existing potable water supply. The feasibility study would evaluate potential impacts to cost of service and investigate ways to maintain or decrease costs of service through the projects.	Public Works – Engineering, Operations & Maintenance, and Water	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal W-1.2 Increase recycled water use in the City.				
W-1.2b	Complete a feasibility study to identify opportunities for increased access to recycled water and to accurately determine the quantity of recycled water available to the City. The feasibility study would analyze possible land use types (i.e., landscaping and fields) and specific projects that could switch from potable to recycled water. The feasibility study would also evaluate potential impacts to cost of service and investigate ways to maintain or decrease costs of service through the projects.	Public Works – Operations & Maintenance *(Future state – Public Works – Water)*	1	
W-1.2c	Pursue funding opportunities at the State and federal level, such as the Clean Water State Revolving Fund and the US Bureau of Reclamation's WaterSMART grants, to create more financial incentive for increased recycled water infrastructure.	Environmental Services, Public Works – Engineering *(Future state – Public Works – Water)*	1	
W-1.2d	Continue to partner with Contra Costa Water District to identify new incentives and rebates and promote existing programs on the City's water webpage for opportunities such as the "Landscape to Laundry Greywater Rebates" to install a greywater system and "Car Wash Coupons" for car wash facilities that use recycled water to incentive residents to "go-grey."	Environmental Services, Public Works -– Water	1	
Goal W-1.3 Increase green stormwater infrastructure.				
W-1.3a	Continue to implement the Green Infrastructure Plan to retrofit 4 acres of existing impervious surfaces through private and public developments; and update the plan as needed to monitor progress and revise project priorities.	Environmental Services, Public Works -– Water	1	
W-1.3b	Continue compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit to require new developments to convey runoff to engineered bioretention basins or vegetative features.	Environmental Services, Public Works -– Water	1	
W-1.3c	Partner with Contra Costa Water District to create incentives as part of their Rainwater Harvesting Program to help residents install rain barrels.	Environmental Services, Public Works -– Water	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal W-1.3 Increase green stormwater infrastructure.				
W-1.3d	Develop and promote incentive programs and rebates for residents and businesses to replace their impervious surfaces with pervious surfaces, including native water-wise landscaping.	Environmental Services, Public Works -– Water	1	
W-1.3e	Continue to partner with Delta Diablo and Contra Costa Water District to conduct an on-going educational campaign to provide community members information on the benefits of green stormwater infrastructure and opportunities to incorporate green stormwater infrastructure into their homes and business properties (including ways to harvest and use the rainwater). Consider developing an interactive map that identifies completed and ongoing green stormwater infrastructure projects in the City (including those at City-owned properties) for community members to explore.	Environmental Services, Public Works – Engineering **(Future state – Public Works – Water)*	1 – 3	
Strategy W-2 Minimize Water Loss System-wide				
Goal W-2.1 Reduce real and apparent system water loss from a rate of 13% in 2020 to less than 10% by 2030 and less than 7% by 2045.				
W-2.1a	Maintain and continually improve the advanced metering and public facing software that allows water customers to check real-time water consumption data and explore water conservation recommendations based on their actual water consumption history.	Public Works – Operations & Maintenance	1	
W-2.1b	Continue to enforce standards set by water waste prevention ordinances stipulated in the Municipal Code.	Public Works - Water	1	
W-2.1c	Continue to partner with CCWD to promote their water efficiency rebates for residential and commercial customers. Develop flyers and other promotional material on the rebates to distribute at community events and perform targeted outreach to members of disadvantaged and vulnerable communities to help reduce utility bill burdens.	Public Works – Operations & Maintenance, Environmental Services	1	
W-2.1d	Create a "How to Find and Fix a Leak at Home Guide" for distribution at public counters and events, promote "National Fix A Leak Week" in March of every year, and continue to incorporate water waste messaging into communications strategy.	Community Development – Building, Public Works – Water, Environmental Services	2	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal W-2.1 Reduce real and apparent system water loss from a rate of 13% in 2020 to less than 10% by 2030 and less than 7% by 2045.				
W-2.1e	Continue to partner with CCWD to provide Water Wise House Calls to residential customers and work with CCWD to expand the program to commercial customers to complete leak detections, provide tips to avoid high water bills, increase indoor and outdoor water efficiency, and provide information on how to monitor personal water use. Perform targeted outreach to promote the program to members of disadvantaged and vulnerable communities to help reduce utility bill burdens.	Public Works – Operations & Maintenance, Environmental Services	1-2	
Strategy SW-1 Organic Waste Diversion				
Goal SW-1.1 Continue to take action to meet SB 1383 organics and recycling requirements, reducing organic waste disposal 75% from 2014 levels by 2025 statewide.				
SW-1.1a	Adopt municipal procurement policies to comply with SB 1383 requirements for jurisdictions to purchase recovered organic waste products.	Public Works – Engineering and Water	1	
SW-1.1b	Work with Mt. Diablo Resource Recovery to establish and implement a detailed outreach and engagement plan for restaurants, grocery stores, and other commercial entities that generate organic waste to provide education and available resources for increased organic diversion.	Environmental Services	1	
SW-1.1c	Support the County with information and collaborative planning to provide sufficient edible food reuse infrastructure to accept the capacity needed to recover 20% of edible food disposed or identify proposed new or expanded food recovery capacity.	Environmental Services	1	
SW-1.1d	Continue working with the Bay Area Recycling Outreach Coalition and Mt. Diablo Resource Recovery and Pittsburg Unified School District to establish and provide exciting education and outreach programs for school children and adults around food waste prevention, nutrition education, and the importance of edible food recovery. The education program may include: • Composting principals, including information on what composting means and why it is important.	Environmental Services	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal SW-1.1 Continue to take action to meet SB 1383 organics and recycling requirements, reducing organic waste disposal 75% from 2014 levels by 2025 statewide.				
	• Materials that can be composted, which typically include food scraps, yard waste, paper, and other organic matter. • Methods for composting, such as aerobic, anaerobic, and vermicomposting. • Composting equipment required for each potential composting methodology. • Suggestions to troubleshoot or resolve any problems that arise, including information on potential odors and pests. • How to efficiently apply and incorporate compost into soil.			
SW-1.1e	Investigate the opportunity to participate in a regional compost trading program to help meet organic waste procurement goals.	Environmental Services	1	
SW-1.1f	Create relationships with local food recovery organizations, such as FoodShift, the Food Bank of Contra Costa and Solano, religious organizations, and edible food generators to support the establishment of an edible food recovery program to minimize food waste in the City.	Environmental Services	1	
SW-1.1g	Foster County partnerships to host home composting workshops in the City of Pittsburg and to provide reduced priced composting bins.	Environmental Services	1	
SW-1.1h	Provide free compost bins and kitchen-top food waste containers to members of disadvantaged and vulnerable communities and elderly households to increase participation in Mt. Diablo Resource Recovery's residential organics curbside program.	Environmental Services	1	
SW-1.1i	Monitor bill increases from participation in the residential organics curbside program and consider City incentive programs for members of disadvantaged and vulnerable communities to increase participation and reduce utility bill burdens.	Environmental Services	1	
SW-1.1j	Establish a Pittsburg Food System Alliance organization to build a network of leaders in Pittsburg to foster a local food system	Environmental Services	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal SW-1.1 Continue to take action to meet SB 1383 organics and recycling requirements, reducing organic waste disposal 75% from 2014 levels by 2025 statewide.				
	that eliminates food waste, alleviates the food desert, and brings affordable, organic produce to all. Partner with the City's Chamber of Commerce connect with business owners and serve as a conduit for the City.			
Strategy SW-2 Reduce Community Waste Generation				
Goal SW-2.1 Reduce community-wide waste generation 55% by 2025 and 90% by 2040 statewide, from 2014 levels.				
SW-2.1a	In partnership with Mt. Diablo Resource Recovery, create a Waste Diversion Plan to reduce waste and increase reuse in the City. Upon finalization, provide the plan to Pittsburg Unified School District, Los Medanos College, retirement communities, and other large institutions to use as a model for adopting their own policies to reduce waste and increase reuse.	Environmental Services	1	
SW-2.1b	Require large events, as defined in SB 1383, and encourage smaller events to employ or designate an event waste management team and have easy to understand waste, recycling, and organics bin signage to assist with source separation of waste generated at events.	Environmental Services, Community Development –	1	
SW-2.1c	Conduct periodic waste characterization studies of all City waste streams at the Recycling Center & Transfer Station to evaluate progress, hone approaches, customize outreach/policy, and inform targeted campaigns and policy. Fill in waste generation gaps by collecting data from take-back locations (e.g., grocery stores, auto shops, carpets, mattresses, battery collection).	Environmental Services	1	
SW-2.1d	Partner with Mt. Diablo Resource Recovery to conduct targeted, multi-lingual, culturally appropriate, and geographically diverse waste prevention educational and technical assistance campaigns based on outcomes of waste characterization studies (e.g., food waste prevention, edible food recovery strategies, proper storage, how to fix clothes/electronics, how to donate, reusable alternatives, effects of over consumption, sustainable	Environmental Services	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal SW-2.2 Continue to take action to meet SB 1383 organics and recycling requirements, reducing organic waste disposal 75% from 2014 levels by 2025 statewide.				
	consumption habits, buying second hand, buying durable, sharing, and repurposing).	Environmental Services	1	
SW-2.1e	Impose a fee on singe use bags and foodware to fund the waste reduction programs and studies.	Environmental Services	1	
SW-2.1f	Partner with local businesses, nonprofits, and community groups or organizations to establish pop-up repair cafes for commonly broken and easily repaired items. Additionally, partner with the library to promote reuse by increasing accessibility to shared tools through a tool lending program. In addition to providing available resources, also work with experts in various fields to provide quick reference guidance documents or record short videos that residents can refer to when borrowing specific equipment to learn the most effective ways of using the tools available. Tools provided through the library could include: power tools, hand tools, electrical tools, gardening tools, auto repair tools, bike repair tools, and sewing and clothing repair tools.	Environmental Services	2	
SW-2.1g	Based on waste characterization studies explore banning top "problem materials" (i.e., items without means of recycling or recycling markets, such as sale of polystyrene, produce bags, plastic packaging, straws, plastics #4-7, mixed materials or a specific size/type/etc.). Engage small and minority-owned businesses through targeted outreach to identify equity impacts of such a ban.	Environmental Services, Community Development –	2	
SW-2.1h	Partner with Delta Diablo to promote use of the existing Household Hazardous Waste facility. Additional promotion and education to the community could include sending out an annual mailer, providing regular updates on Pittsburg's social media pages, and through flyers and brochures available at community events.	Environmental Services	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Strategy CS-1 Carbon Sequestration				
Goal CS-1.1 Increase carbon sequestration by planting 150 new trees annually through 2045 to sequester carbon and create urban shade to reduce heat island effect.				
CS-1.1a	Conduct an urban forest inventory and canopy study to inventory the existing urban forest as a baseline and continue to identify areas in Pittsburg that have below average canopy coverage, such as census block group 60133141033 and 60133120001, to design and implement a tree planting program focusing on the least covered portions of the City. As part of the Urban Forest Inventory, establish a goal of having no significant difference in canopy coverage between census blocks by 2040.	Parks	1	
CS-1.1b	Continue protecting existing trees on private property through the Tree Preservation and Protection Ordinance and create a City incentive program (e.g., water bill rebate) for new tree plantings on private properties with a focus on members of disadvantaged and vulnerable communities and in areas where there is below average tree equity or canopy coverage.	Community Development – Planning, Public Works – Operations & Maintenance	1	
CS-1.1c	Amend the Municipal Code to include street tree requirements for all zoning districts, strengthen shade tree requirements for new developments, and include permeable surface requirements for new development.	Community Development – Planning, Public Works – Operations & Maintenance	1	
CS-1.1d	Continue to dedicate staff time or create a staff position for obtaining grant funding for tree planting and urban forest management. Identify and apply for applicable federal (e.g., USDA) and state (e.g., California ReLeaf, Affordable Housing and Sustainable Communities Program (AHSC), Urban and Community Forestry Program) available grants for Tree Planting projects.	Parks	1	
CS-1.1e	Develop and adopt an Urban Forest Management Plan that identifies the City's potential capacity for new tree planting, identifies a timeframe for implementation, provides a management plan for existing trees, and establishes a tracking	Parks	2	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal CS-1.1 Continue to take action to meet SB 1383 organics and recycling requirements, reducing organic waste disposal 75% from 2014 levels by 2025 statewide.				
	system to assess progress towards annual benchmarks. Collaborate with community-based organizations with connections to disadvantaged and vulnerable communities in the development of the plan.			
CS-1.1f	As an expansion to the Adopt-a-Spot Program, establish an Adopt-a-Tree program that enables individuals, businesses, and community organizations to plant and care for trees in selected communities with below average canopy coverage and disadvantaged and vulnerable communities. Program should provide formalized information on appropriate trees eligible for planting in Pittsburg (i.e., native, drought tolerant, locations).	Environmental Services, Parks	2	
CS-1.1g	Establish a Tree Trust or Tree Endowment where the interest on the principal can be used for purchasing trees in selected communities with below average tree canopy coverage, paying for tree maintenance in disadvantaged and vulnerable communities, or supporting staff resources for the Urban Forest Management Program.	Environmental Services, Parks	2	
CS-1.1h	Continue the City's annual Arbor Day celebration event that encourages and educates residents on the importance of planting native trees and provides resources and support for community-led tree planting initiatives. Grow this event to include distributing free or discounted tree seedlings, hosting educational workshops on proper planting techniques and tree maintenance, partnering with local organizations and businesses to sponsor and organize planting events, and establishing a volunteer network to help maintain newly planted trees.	Public Works – Operation & Maintenance	1	
CS-1.1i	Work with the Contra Costa County Resource Conservation District, East Bay Regional Park District, and community-based organizations such as Save Mount Diablo to preserve and expand greenspaces (i.e., large open spaces and regional parks) in Pittsburg to increase carbon sequestration and increase access to greenspaces.	Environmental Services, Parks	1 – 3	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal CS-1.1 Continue to take action to meet SB 1383 organics and recycling requirements, reducing organic waste disposal 75% from 2014 levels by 2025 statewide.				
CS-1.1j	Partner with community-based organizations such as Healthy Hearts and the John Muir Land Trust to increase the number of and access to urban community gardens in Pittsburg. Utilize such gardens to increase carbon sequestration; increase access to greenspaces for renters, residents living in multi-family housing, and members of vulnerable and disadvantaged communities; and provide high-road job development opportunities for members of vulnerable and disadvantaged communities.	Environmental Services, Parks	1 – 3	
Goal CS-1.2 Increase carbon sequestration by applying 0.08 tons of compost per capita annually in the community by 2030, increasing up to 0.10 by 2045.				
CS-1.2a	Conduct an informal audit of compost needs in the City to establish a baseline procurement and application level that meets City needs and increases over time.	Environmental Services	1	
CS-1.2b	Complete a feasibility study to identify locations within the City to apply mulch to help meet the procurement requirements of SB 1383 and maximize the application of compost over time, working with the City's Parks Department to maximize compost usage at City parks.	Environmental Services, Parks	1	
CS-1.2c	Collaborate with Los Medanos College and local schools to identify opportunities to apply compost to landscaping.	Environmental Services	1	
CS-1.2d	Work with Alameda County and StopWaste to identify opportunities for a regional compost procurement program.	Environmental Services	2	
CS-2.2e	Develop and adopt urban park guidelines that 1) provide flexible solutions for developing urban parks in infill areas where traditional neighborhood and community parks are not feasible; 2) establishes guidelines for achieving the greatest carbon sequestration potential of parks via design; and 3) are equitable in ensuring such urban parks are accessible for members of disadvantaged and vulnerable communities while avoiding displacement; and 4) align with requirements of the Clean	Community Development – Planning, Parks	2	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal CS-1.2 Increase carbon sequestration by applying 0.08 tons of compost per capita annually in the community by 2030, increasing up to 0.10 by 2045.				
	California Local Grant Program for potential funding opportunities. Encourage urban parks as an opportunity to beautify the community and integrate art into sustainability projects.	Community Development – Planning, Parks	2	
Strategy M-1 Commit to Climate Action				
Goal M-1.1 Complete annual progress reports on Pittsburg's Sustainability Plan every three years.				
M-1.1a	Designate staff to manage sustainability programs that implement the SUS Plan actions by managing technical studies, leading outreach efforts, updating the website, networking with partners and stakeholders, and pursuing grant opportunities.	Environmental Services, Community Development – Planning, Building, and Code Enforcement	1	
M-1.1b	Update the community wide GHG emissions inventory and progress on measures biannually in the monitoring tool and share the results with the community on the City's website to measure progress and maintain transparent accountability in making progress towards the Sustainability Plan goals.	Environmental Services	1 – 3	
M-1.1c	Update the Environmental Services webpage at least annually to provide updates on policies implemented as part of the Sustainability Plan.	Environmental Services	1 – 3	
M-1.1d	Devote staff time to tracking and applying for grant funding to complete regular Sustainability Plan updates.	Environmental Services	1 – 3	
M-1.1e	Hold regular sustainability outreach events, such as workshops, presentations, focus groups targeted at specific community groups, public contests or challenges, and an annual event such as Earth Day. Inform the community on potential climate change impacts, as well as weatherization and other actions that community members can take to implement actions outlined throughout the Sustainability Plan.	Environmental Services	1 – 3	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal M-1.1 Complete annual progress reports on Pittsburg's Sustainability Plan every three years.				
M-1.1f	Track and audit where measures are geographically implemented to determine that communities who are most impacted by climate change, including traditionally disadvantaged and vulnerable communities who would benefit the most from adaptation and mitigation efforts.	Environmental Services	1 – 3	
Strategy M-2 Reduce Municipal Reliance on Natural Resources				
Goal M-2.1 Electrify 25% of existing City facilities by 2030 and 100% of existing City facilities by 2045, as well as all newly constructed City buildings, while also increasing renewable energy use.				
M-2.1a	Complete energy audits for all City facilities and implement feasible recommendations for fuel switching and efficiency upgrades.	Public Works – Operations & Maintenance	1	
M-2.1b	Opt-up 100% of municipal accounts to MCE's Deep Green energy option by 2030.	Public Works – Operations & Maintenance	1	
M-2.1c	Establish a policy requiring all new City-owned buildings be all-electric and a policy requiring all existing natural gas-powered equipment in City-owned buildings be replaced with electric or other zero-emission alternatives at the end of useful life, where technologically feasible.	Public Works – Operations & Maintenance	1	
M-2.1d	Identify a municipal building to pilot an all-electric retrofit. Track the change in energy usage and utility bill costs before and after the retrofit to study net benefits.	Public Works – Operations & Maintenance	1	
M-2.1e	Partner with PG&E through the Sustainable Solutions Turnkey (SST) program to install renewable energy technology at municipal facilities (such as City Hall) and become a zero net energy organization.	Environmental Services, Public Works – Operations & Maintenance	2 - 3	
M-2.1f	Partner with PG&E to identify and install battery energy storage systems at appropriate City facilities (including the City Hall/Police Station and the Pittsburg Marina), and leverage projects to further promote benefits of distributed energy storage, which are directly connected to a renewable resource.	Environmental Services	2 - 3	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal M-2.1 Electrify 25% of existing City facilities by 2030 and 100% of existing City facilities by 2045, as well as all newly constructed City buildings, while also increasing renewable energy use.				
M-2.1g	Complete an analysis to identify the electrical capacity and utility infrastructure upgrades needed to electrify the recreational pool heating system. Pursue replacement funding through PG&E on-bill financing and California Energy Commission 1% Loans, or other funding sources.	Public Works – Operations & Maintenance	2	
Goal M-2.2 Transition 50% of the City's vehicle and equipment fleet to renewable fuels and electric by 2030 and 100% by 2045.				
M-2.2a	Conduct a study to assess the technological and economic feasibility of replacing the City-owned fleets and off-road equipment and develop a time of replacement schedule for applicable vehicle and equipment types.	Environmental Services, Public Works – Engineering and Operations & Maintenance	1	
M-2.2b	Upon completion of the study, adopt a ZEV-first purchasing policy for non-essential City fleet vehicles, using the transition to encourage residents to convert as well.	Environmental Services	1	
M-2.2c	Upon completion of the study, develop and implement a plan to replace all City owned end-of-life off-road equipment with zero-emission equipment. The plan should include evaluation of current City-owned equipment, alternative low or zero-emission options, prioritize equipment to replace first (e.g., largest GHG emission reduction potential), and a timeline for replacements that align with goals and feasibility of replacement.	Public Works – Operations & Maintenance, Parks	1	
M-2.2d	Secure funding from programs such as the California Air Resources Board's Clean Vehicle Rebate Project and the Truck and Bus Voucher Incentive Program to increase procurement of EV or ZEV cars, trucks, and other vehicles and installation of EV/ZEV charging/fueling infrastructure at municipal facilities. Additionally explore opportunities for Low Carbon Fuel Standard credit generation from use of low carbon fuels/electricity for fleet vehicles.	Environmental Services	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal M-2.2 Transition 50% of the City's vehicle and equipment fleet to renewable fuels and electric by 2030 and 100% by 2045.				
M-2.2e	Install new public and employee EV chargers at City-owned facilities.	Public Works – Engineering and Operations & Maintenance	1	
M-2.2f	Transition to all-electric landscaping equipment, including leaf blowers, for municipal operations. Use this to promote all-electric equipment in the community, providing information on the City website outlining available incentives for residents and businesses.	Parks, Public Works – Operations & Maintenance	2	
Goal M-2.3 Reduce the number of single occupancy, fossil fueled vehicle annual employee commute trips 20% by 2030 and 50% by 2045.				
M-2.3a	Complete a survey to understand how staff currently travel and what would make them change their patterns to establish an accurate baseline in which to build future goals.	Environmental Services	1	
M-2.3b	Expand EV charging at public facilities: Install new public and employee EV chargers at City-owned facilities, and: • Consider developing and implement a fee for use of City-owned chargers to encourage efficient use and turnover, especially for those without home charging capability Consider allocating EV charger fee revenue towards projects that support EV infrastructure, alternative fuel projects, and active transportation projects in neighborhoods that are historically underrepresented • Provide bicycles and bicycle storage for employees to use during work hours for short business or personal trips. Additionally, establish bike lockers at City Hall that are usable to the public.	Public Works – Engineering, Environmental Services	1	
M-2.3c	Provide bicycles and bicycle storage for employees to use during work hours for short business or personal trips. Additionally, establish bike lockers at City Hall that are usable to the public.	Environmental Services	1	

Strategies, Goals, and Actions		Lead	Phase	Notes/Comments (Future Use)
Goal M-2.3 Reduce the number of single occupancy, fossil fueled vehicle annual employee commute trips 20% by 2030 and 50% by 2045.				
M-2.3d	Expand the subsidized transit commute program to reduce employee commute miles in single occupancy vehicles.	Human Resources	1	
M-2.3e	Partner with Tri-Delta Transit, BAAQMD, Bike East Bay, the League of American Bicyclists, and/or Metropolitan Transportation Commission to expand employee use of carbon-free and low carbon transportation by providing education programs on the benefits of commute options including public transportation, EV/ZEV options, and vanpools.	Environmental Services	1 - 2	
M-2.3f	Permit 25% of employees located at the City of Pittsburg to telecommute or utilize flexible schedules through 2030 to reduce travel time, vehicle miles traveled (VMT), and GHG emissions.	Human Resources	2 - 3	


381 PITTSBURG MARINA
TRI DELTA TRANSIT

Appendix A: Regulatory Context

Appendix B: Cal-Adapt

Appendix C: 2005 GHG Inventory Methodology

Appendix D: 2016 GHG Inventory Methodology

Appendix E: GHG Forecast and Targets Analysis

Appendix F: Cost Summary

Appendix G: Categorical Exemption

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 Rate Increase Requested by Contra Costa Waste Service, Inc. for the Operation of the Recycling Center and Transfer Station

MEETING DATE: November 6, 2023

EXECUTIVE SUMMARY

Contra Costa Waste Service, Inc.(Operator) operates the Recycling Center and Transfer Station (RCTS) on Loveridge Road under a Franchise Agreement (Agreement) between Contra Costa Waste Service and the City of Pittsburg. The Agreement requires that the Operator obtain City Council approval prior to increasing the authorized mixed waste rate charged at the RCTS as well as any proposed annual Consumer Price Index (CPI) over 4%. The Operator has requested a CPI increase of 5.69% effective January 1, 2024.

FISCAL IMPACT

Approval of this Resolution will have no fiscal impact on the City's General Fund.

RECOMMENDATION

City Council adopt the attached Resolution approving the rate increase requested by the Operator for operation of the RCTS, effective January 1, 2024.

BACKGROUND

The Operator, which operates the RCTS, receives and processes municipal solid waste and separates recyclable raw materials to reduce overall waste from being landfilled in accordance with the City's waste diversion requirements. The City has a Franchise Agreement with the Operator for the operation of the RCTS, which allows for the modification of the mixed-waste rate charged to customers following prior review and approval by the City Council.

On September 9, 2021, City Council approved a $16.25 incremental increase at $5.41 per year for three years for costs associated with new infrastructure, equipment and processing of municipal solid waste for the recovery of organic materials in accordance with State

mandates under SB 1383, California's Short-lived Climate Pollutants, Organic Waste Reductions law, as well as the increased cost for processing recyclables to meet the new strict near zero contaminate criteria. 2024 will be the third and final year of this three-year incremental increase. City Council also upheld a 1.6% CPI increase based on the All-Urban Consumers, San Francisco-Oakland-San Jose from August to August as already allowed and approved per the Agreement, and allowed for the City Manager to approve subsequent annual CPI requests as long as they were not to exceed 4%.

On August 25, 2023, the City received a letter from the Operator requesting a 5.69% CPI rate increase at the RCTS.

SUBCOMMITTEE FINDINGS

This item was presented to the Finance Management Subcommittee on October 20, 2023 and received support for presentation of the proposed CPI adjustment to the City Council.

STAFF ANALYSIS

In September 2016, Governor Edmund Brown Jr. signed SB 1383 Lara, Chapter 395, Statutes of 2016, in a Statewide effort to reduce emissions of short-lived climate pollutants, in particular methane emissions, by reducing the disposal of organic materials into landfills. The targets created: reduce organic waste disposal 50% by 2020 and 75% by 2025; and divert edible food from landfill to food rescue organizations like food banks by at least 20% by 2025. The regulations to accomplish these targets was finalized in November 2020.

The Operator is required to meet these State-mandated requirements as identified in franchise agreements not only with the City, but other jurisdictions it serves. To meet these high diversion and regulatory requirements, the Operator has set forth a long-term Master Plan within its amended Land Use Permit which the Planning Commission approved on August 24, 2021. The first and second phases of the project will be the construction of a maintenance building to service the needs of the RCTS and MDRR and a building to manage and process organic materials, a key requirement for compliance with SB 1383.

Especially during periods of significant investment as such, consistent rate adjustments according to annual CPI help avoid large jumps for covering costs. As shown on page 4 of Attachment 2, staff reviewed a list provided by the Operator of rates charged at other transfer stations in the region. In reviewing the rates charged by other transfer stations, the Operator's new rate requested is comparable to rates charged by other operators. The Bay Area average is $148.27 per ton and the new proposed rate of $142.50 is below the average, ranking 6th least expensive of ten.

ATTACHMENTS: Resolution 23-
Request letter dated August 25, 2023 from Contra Costa Waste Service

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 Rate Increase Requested by Contra Costa Waste Service, Inc. for the Operation of the Recycling Center and Transfer Station	))))	RESOLUTION NO. 23-

WHEREAS, Contra Costa Waste Service, Inc.(Operator) operates the Recycling Center and Transfer Station (RCTS) on Loveridge Road under a Franchise Agreement (Agreement) between Operator and the City of Pittsburg; and

WHEREAS, on September 9, 2021, City Council approved a 3-year incremental increase totaling $16.25 for costs associated with new infrastructure, equipment and processing of municipal solid waste for the recovery of organic materials in accordance with State mandates under SB 1383, California's Short-lived Climate Pollutants, Organic Waste Reductions law, as well as the increased cost for processing recyclables to meet the new strict near zero contaminate criteria; and

WHEREAS, on September 9, 2021, City Council also upheld a 1.6% CPI increase based on the All-Urban Consumers, San Francisco-Oakland-San Jose from August to August as already allowed and approved per the Agreement, and allowed for the City Manager to approve subsequent annual CPI requests as long as they were not to exceed 4%; and

WHEREAS, on August 25, 2023, the Operator requested a CPI increase of 5.69% effective January 1, 2024; and

WHEREAS, especially during periods of unfunded mandates and significant investment, consistent rate adjustments according to annual CPI help avoid large jumps for recovering costs; and

WHEREAS, the Operator's new rate requested is comparable to rates charged by other operators as the Bay Area average is $148.27 per ton and the new proposed rate of $142.50 is below the average, ranking 6th least expensive of ten Bay Area transfer stations.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pittsburg hereby approves the rate increase requested by the Operator for the Operation of the RCTS.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of November 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Shanelle Scales-Preston, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Mt. Diablo Resource Recovery
Trusted + Proven + Essential

August 25, 2023

Mr. Garrett Evans
City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

VIA EMAIL

RE: Request for CPI Rate adjustment at the Recycling Center & Transfer Station

Dear Mr. Evans,

Contra Costa Waste Service, Inc., DBA *Mt. Diablo Resource Recovery (collectively MDRR)*, respectfully requests consideration of a CPI rate adjustment to our current tip fee at the Recycling Center & Transfer Station (RCTS) in the amount of 5.69%. This adjustment is in addition to Year-Three or the remaining $5.41, of the $16.25 incremental increase which was approved by the City Council on September 9th, 2021. The approved incremental increase was to be spread over three years, adjusting as is customary by the CPI on an annual basis. This current request will result in our tip fee adjusting to $142.50 per ton, from the current $129.75 per ton.

This proposed CPI rate adjustment has been determined using the San Francisco, Oakland, and Hayward CPI-U Index from August 2021 to August 2022 as shown in Attachment 1. The derived dollar amounts were then rounded to the nearest quarter to facilitate change calculations. Applying the aforementioned methodology, combined with the 2021 approval, would result in the newly proposed adjusted rates as shown in Attachment 2. For your convenience, we have also included a list of comparable rates for other Bay Area transfer stations as shown in Attachment 3.

As is customary and pursuant to prior approvals, it is our intention that these newly adjusted rates would become effective as of January 1st, 2024, provided we have received approval from the City Manager (*and the Council in the case of the CPI exceeding 4%)*.

We sincerely value our long-term partnership with the City and appreciate the ongoing support of our diversion programs and strategies, as well as our shared vision for environmental best management practices. As always please do not hesitate to contact either myself or Sarah Davis should you have any questions or need additional information regarding this request.

Sincerely,

Salvatore N. Evola

Salvatore N. Evola
Director of External Affairs

Enc: Attachment 1: Rate Sheet (current & new)
Attachment 2: CPI Table
Attachment 3: Bay Area Comparable Gate Rates

CC: Sara Bellafronte - City of Pittsburg
Kish Rajan – CEO, Contra Costa Waste Service
Gary Lazdowski – COO, Contra Costa Waste Service
Patrick Dolim – CFO, Contra Costa Waste Service

Mt. Diablo Resource Recovery
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ATTACHMENT 1 – PITTSBURG RCTS RATE SHEET

	Current Pricing	EFFECTIVE January 1, 2024	
Standard Rates			
Minimum Charge	$ 39.50	$ 43.50	Min
Cubic Yard Charge	$ 35.25	$ 38.75	Per Yard
Bulk & Compacted Loads (Mixed Waste Rate)	**$ 129.75**	**$ 142.50**	**Per Ton**
Appliances and Misc.			
Refrigerators, A.C. Units	$ 68.50	$ 75.25	Each
Washers & Stoves	$ 68.50	$ 75.25	Each
All Other Appliances	$ 50.25	$ 55.25	Each
Small Size Propane Tanks (5 Gallon)	$ 12.50	$ 13.75	Each
Medium Size Propane Tanks (6-10 Gallon)	$ 20.50	$ 22.50	Each
Large Size Propane Tanks (< 10 Gallon)	$ 50.25	$ 55.25	Each
Mattress or Box Spring - Twin Size	$ 29.50	$ 32.50	Each
Larger Than Twin Size	$ 43.50	$ 47.75	Each
Construction & Demolition (C&D) Material			
Minimum Charge	$ 39.50	$ 43.50	Min
Cubic Yard Charge	$ 35.25	$ 38.75	Per Yard
Bulk & Compacted Loads	$ 129.75	$ 142.50	Per Ton
Wood/Green			
Clean Wood Minimum Charge	$ 39.50	$ 43.50	Min
Clean Wood Loads	$ 129.75	$ 142.50	Per Ton
Clean Green Minimum Charge	$ 39.50	$ 43.50	Min
Clean Green Loads	$ 129.75	$ 142.50	Per Ton
Wood Stumps Larger Than 24 Inches	$ 129.75	$ 142.50	Per Ton
Treated Wood Waste			
Treated Wood Waste (TWW)	$ 201.50	$ 221.25	Per Ton
Mixed Treated Wood Waste	$ 230.00	$ 252.75	Per Ton
Electronic Waste			
Cell Phones	$ 8.00	$ 8.75	Each
VCR's Printers Small Items	$ 12.50	$ 13.75	Each
Medium e-waste	$ 21.00	$ 23.00	Each
Microwaves	$ 29.50	$ 32.50	Each
T.V.'s & C.R.T.'s	$ 50.25	$ 55.25	Each
Copy Machines Large Items Special Handling	$ 156.50	$ 172.00	& Up
Tires			
Wheel Attachments	$ 6.50	$ 7.25	Each
Cars	$ 12.50	$ 13.75	Each
Trucks	$ 29.50	$ 32.50	Each
Tractor	$ 80.75	$ 88.75	Each
Cars with Rims Attached	$ 16.25	$ 17.75	Each
Trucks with Rims Attached	$ 32.75	$ 36.00	Each
Tractor with Rim Attached	$ 84.75	$ 93.00	Each
Motorcycle Tires	$ 12.50	$ 13.75	Each

***rounded to nearest 25 cents**

We do NOT accept Hazardous, Infectious or Liquid Waste.

All loads must be covered and will be inspected before disposal as provided by State Law. RCTS reserves the right to reject any load. Cash, Local Business Check, Visa, and Master Cards are accepted. Thank you for your business. Contra Costa Waste Service, Inc.

Mt. Diablo Resource Recovery
Trusted + Proven + Essential

ATTACHMENT 2 – CPI CACULATION

Series Id: CUURA422SA0
Not Seasonally Adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: All items
Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2012		236.88		238.99		239.81		241.17		242.83		239.53	239.65
2013		242.68		244.68		245.94		246.07		246.62		245.71	245.02
2014		248.62		251.50		253.32		253.35		254.50		252.27	251.99
2015		254.91		257.62		259.12		259.92		261.02		261.02	258.93
2016		262.60		264.57		266.04		267.85		270.31		269.48	266.81
2017		271.63		274.59		275.30		275.89		277.57		277.41	275.40
2018		281.31		283.42		286.06		287.66		289.67		289.90	286.34
2019		291.23		294.80		295.26		295.49		298.44		297.01	295.00
2020		299.69		298.07		300.03		300.18		301.74		302.95	300.08
2021		304.39		309.42		309.50		311.17		313.27		315.81	309.72
2022		320.20		324.88		330.54		328.87		332.06		331.22	309.72

Pink : Preliminary. All indexes are subject to revision four months after original publication

CPI - U Indices for the year ending August 31, 2021	311.17
CPI - U Indices for the year ending August 31, 2022	328.87
Percentage change	5.69%
Percentage change - rounded	5.69%

Mt. Diablo Resource Recovery
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ATTACHMENT 3 – BAY AREA COMPARABLE GATE RATES

Solid Waste Facility	Location	Compacted Rate Per Ton	Operator	Minimum Fee
Fremont Transfer Station	Fremont	$ 118.62	BLT	$ 55.00
Contra Costa Trasfer and Recovery	Martinez	$ 125.50	Republic Services	$ 37.50
Central Disposal Site & Transfer Station	Petaluma	$ 135.00	Republic Services	$ 33.00
Shoreway Environmental Center	San Carlos	$ 136.00	Rethink Waste	$ 54.00
Golden Bear	Richmond	$ 136.80	Republic Services	$ 36.05
RCTS (*Proposed as of January 1, 2024*)	Pittsburg	**$ 142.50**	MDRR / Contra Costa Waste Service	$ 43.50
Davis St. Transfer Station	San Leandro	$ 145.47	Waste Management	$ 37.20
Berkeley Transfer Station	Berkeley	$ 154.00	City of Berkeley	$ 42.00
Pleasanton Transfer Station	Pleasanton	$ 168.93	Pleasanton Garbage Service	$ 33.78
Recology San Francisco	San Francisco	$ 219.86	Recology	$ 50.00

$ 148.27	**Bay Area Average**

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Plans and Specifications and Authorize Award of Project 2050 Safe Routes to School

MEETING DATE: November 6, 2023

EXECUTIVE SUMMARY

Project 2050 Safe Routes to School (the "Project") will improve safety at five school crossings by installing rectangular rapid flashing beacons (RRFBs). If adopted, this resolution will accept the project plans and specifications, allocate additional funds, and award a construction contract to St. Francis Electric, LLC.

FISCAL IMPACT

The bid proposal from St. Francis Electric, LLC is $83,970. Funding for construction will be provided from the $105,000 of Metropolitan Transportation Commission (MTC) Transportation Development Act (TDA) grant funding previously allocated to the project budget in Resolution No. 23-14226.

This resolution will allocate an additional $50,000 from Measure J funding.

If approved, the total project budget will be $155,000.

The Original Budget Summary and Revised Budget Summary are attached to this report.

RECOMMENDATION

City Council adopt the attached resolution to accept the plans and specifications, allocate an additional $50,000 from Measure J Funds, and award a construction contract with St. Francis Electric, LLC for $83,970.

Staff recommends that the City Council allocate a construction contingency of $8,397 for any unanticipated costs and contract change orders.

Staff further recommends that the City Engineer be authorized to approve contract change orders for the Project in a total amount not to exceed 50% of the contingency, and the City Manager be authorized to approve change orders in an amount not to exceed the approved project budget.

BACKGROUND

On January 17, 2023, the City Council adopted Resolution No. 23-14226, accepting $105,000 of MTC TDA Article 3 Pedestrian/Bicycle Project Grant funds for Fiscal Year 2022/23 for the Project.

On September 21, 2023, staff advertised the Project for construction bids.

On Wednesday, October 11, 2023, construction bids were opened, and St. Francis Electric, LLC. was the lowest responsive, responsible bidder with a base bid in the amount of $83,970.00.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City has an intended goal of having zero pedestrian injuries in a school zone. Project 2050 Safe Routes to School will install RRFBs at five school crossings in specified locations. The implementation of the RRFBs will increase safety for all pedestrians using crosswalks at these campuses.

The location of the 5 school intersections are included in the bulleted list below.

- School Street, between Somers Street and Harbor Street
- Seeno Avenue and Tiffany Drive
- Riverview Drive and Mori Street
- Odessa Avenue and West 4th Street
- Buchannan Road and Heights Avenue

ATTACHMENTS: Resolution
Budget Summary – Original
Budget Summary – Revised

Report Prepared By: Savon Reese, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting the Plans and Specifications	)	
Approving and Allocating Additional	)	
Funds and Awarding Contract for	)	RESOLUTION NO. 23-
Project 2050, Safe Routes to School	)	

WHEREAS, Project 2050 Safe Routes to School (the "Project") is to increase safety at five school crossings; and

WHEREAS, on January 17, 2023, the City Council adopted Resolution No. 23-14226, accepting $105,000 of MTC TDA Article 3 Pedestrian/Bicycle Project Grant funds for Fiscal Year 2022/23 for the Project; and

WHEREAS, on September 21, 2023, staff advertised construction bids for the Project; and

WHEREAS, on October 11, 2023, construction bids were opened, and St. Francis Electric, LLC. was the lowest responsive, responsible bidder with a base bid in the amount of $83,970.00; and

WHEREAS, staff recommends that the City Council accept the plans and specifications; and

WHEREAS, staff recommends that the City Council approve and allocate an additional $50,000 from Measure J Funds to the Project; and

WHEREAS, staff recommends that the City Manager be authorized to execute a contract for the Project with St. Francis Electric, LLC in an amount not to exceed $83,970.00; and

WHEREAS, staff further recommends establishing a contingency in an amount of $8,397 for unanticipated costs and construction change orders; and

WHEREAS, staff further recommends that the City Engineer or his designee be authorized to approve contract change orders for the Project 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 Pittsburg hereby accepts the plans and specifications, allocates an additional $50,000 from Measure J Funds, and awards the contract to St. Francis Electric, LLC in the amount of $83,970.

BE IT FURTHER RESOLVED, that the City Council authorizes a construction contingency in the amount of $8,397, 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 Pittsburg at a regular meeting on the 6th day of November 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Shanelle Scales-Preston, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Safe Routes to School
Project 2050 - Original Budget Summary

Project Funding		
2050	TDA Grant	$105,000
	Funding Total	**$105,000**

Project Expenditures:

Construction:		
(Code 2281)	Construction	$50,000
	Construction Contingency (~10%)	$5,000
	Purchase RRFBs	$40,000
	Subtotal	$95,000
Staff Time:	Staff Design	$5,000
(Code 1101)	Staff Construction Management	$5,000
	Subtotal	$10,000
Admin:	Staff Design	$0
(Code 2372)	Staff Construction Management	$0
	Subtotal	$0
	Estimated Total Expenditures	**$105,000**

Safe Routes to School
Project 2050 - Revised Budget Summary

Project Funding		
2050	TDA Grant	$105,000
	Funding Total	**$105,000**
Project Expenditures:		
Construction:	Construction Contract	$83,970
(Code 2281)	Construction Contingency (~10%)	$8,397
	Purchase RRFBs	$42,440
	Subtotal	$134,807
Staff Time:	Staff Design	$5,193
(Code 1101)	Staff Construction Management	$5,000
	Subtotal	$10,193
Admin:	Staff Design	$5,000
(Code 2372)	Staff Construction Management	$5,000
	Subtotal	$10,000
	Revised Estimated Expenditures	**$155,000**
	Additional Funding Needed (Measure J Funds)	**$50,000**

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 of a City Council Recess for Winter Months

MEETING DATE: November 6, 2023

EXECUTIVE SUMMARY

Historically, the City Council takes a recess during the winter months to allow for both staff and City Council vacations during the holiday season and to accommodate the City's Winter Closure.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

By Minute Order, determine whether or not to have a Council winter recess, and if so, when. It is suggested that the Council respectfully consider January 2, 2024 as the recess date.

BACKGROUND

The City Council historically takes a recess during the winter months to allow for both staff and City Council vacations during the holiday season and to accommodate the City's Winter Closure.

This recess, when taken, has typically been during either the period that would encompass the second meeting of December or the first meeting in January. In light of the fact that the first meeting of December is limited to the ceremony surrounding the City Council reorganization, and there is potential year-end business to conduct prior to December 31, the first meeting of January 2024 (January 2) would be a more opportune time for recess.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

The second meeting of December is currently scheduled for December 18, 2023. Mayoral rotation takes place on December 4 and typically no other business is conducted at that meeting. The City's Winter Closure is scheduled for December 22 through December 29, 2023. The optimum date for recess is January 2, 2024. Business as usual will continue with the second meeting of January which is scheduled for Tuesday, January 16, 2024.

Report Prepared By: Melaine Venenciano, Director of Records and Council Services

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: October 02, 2023

LOCATION: Marina Center, Conference Room, 340 Marina Blvd, 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 special meeting to order at 5:34 P.M. in the Marina Center Conference Room, 340 Marina Blvd, Pittsburg, CA for a Planning Commission Appeal.

Member Adams was absent and excused.

1. Public Hearing on an Appeal of the Planning Commission's Decision to Not Recommend City Council Adoption of an Initial Study and Mitigated Negative Declaration for a General Plan Map and Zoning Map Amendment, as Proposed, and Approval of the LMK Petro Use Permit and Design Review Applications for an Automobile Service Station with an Automated Car Wash, and Convenience Store with Alcoholic Beverage Sales for LMK Petro; Adoption of a City Council Resolution to Adopt an Initial Study and Mitigated Negative Declaration prepared pursuant to the California Environmental Quality Act, adopt a Mitigation Monitoring and Reporting Program, and amend the General Plan; and Introduction and Waive First reading of a City Council Ordinance Amending the Zoning Map for the LMK Petro Project, AP-16-1189 (GP, RZ, UP, DR)

Shashi Sharma appellant spoke about his experience with the proposed type of business as well as mentioned the revisions made to the project based on feedback from Planning Commission and staff.

Bruce Ohlson, Pittsburg, made comments on Bike lanes on Buchanan Rd. He also noted he would like to see the canopy on the building be made to support Solar Panels.

Lionel Jackson spoke against the project. Stated the traffic in the proposed location is already bad.

Shashi Sharma appellant and the project architect gave closing remarks and addressed public comments.

Motion by member Killings to uphold the appeal and deny without prejudice to not allow the sale of distilled spirits and limit to only beer and wine sales. The appellant shall work with staff on entryway signs and look for ways to address empty wall space to deter graffiti. Motion failed due to lack of a second.

On Motion by Vice Mayor Banales, seconded by Mayor Scales-Preston to uphold the appeal and deny without prejudice alcohol sales for one year or if adopted prior to the one-year a policy or ordinance that addresses performance standards for alcohol sales. The appellant shall work with staff on entryway signs and ways to address empty wall space to deter graffiti.

AYES:	Banales, Lopez, Scales-Preston
ABSTAINED:	Killings
ABSENT:	Adams

Mayor Scales-Preston adjourned the special meeting at 7:13 P.M.

CLOSED SESSION

The Closed Session scheduled was not held.

2. CONFERENCE WITH LABOR NEGOTIATORS pursuant to Section 54957.6

   City designated representatives: Jennifer Brizel, Director of Human Resources

   Unrepresented employee: City Manager

Mayor Scales-Preston convened the regular meeting at 7:31 P.M.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Chief Albanese led the Pledge of Allegiance.

PROCLAMATIONS

3. California Clean Air Day
4. National Arts and Humanities Month
5. National Breast Cancer Awareness Month
6. National Filipino American History Month
7. National Italian American Heritage Month

CITY MANAGER REPORTS/REMARKS

City Manager Evans stated that City staff continue to work with the management team at

Woods Grove apartments and encouraged anyone that is experiencing concerns about their living conditions to contact the City for a rental inspection.

Assistant City Manager Aliotti gave an update on upcoming City events and noted that the City Council Chamber updates are still underway, and meetings will continue to take place at the Marina Center, 340 Marina Blvd, Pittsburg, CA.

PUBLIC COMMENTS

Nicole Arrington, Pittsburg, spoke about the Homeless Prevention Act passed by Governor Newsom.

Devin Williams, ACCE representative spoke about housing equality.

COMMITTEE REPORTS

There were no reports.

PUBLIC HEARING

8. Adoption of a City Council Resolution Amending the Master Fee Schedule

On Motion by Member Lopez, seconded by Vice-Mayor Banales to adopt and was carried unanimously.

9. 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

Mayor Scales-Preston and Member Killings recused themselves from this item. City Attorney Mooney read into the record a disclosure letter from the Fair Political Practices Commission (FPPC), which stated both members had a real property conflict of interest due to the proximity of the proposed transact zones and their residence. Mayor Scales-Preston and Member Killings left the dais at this time.

On Motion by Member Adams, seconded by Member Lopez and adopted by the following vote:

AYES: Adams, Banales, Lopez
ABSENT: Killings [Recused], Scales-Preston [Recused],

Mayor Scales-Preston and Member Killings returned to the dais at this time.

CONSIDERATION

10. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consultant Agreement with North Star Place Branding and Marketing for Municipal Marketing and Branding Services and Allocating Funding in the Amount of $200,000.

On Motion by Mayor Scales-Preston, seconded by Member Killings to adopt and carried

unanimously.

11. Adoption of a Minute Order Authorizing Submittal of an Application for Phase I Distressed Area Recompete Pilot Program Grant Funding from the U.S. Economic Development Administration.

Bruce Ohlson, Pittsburg, mentioned he was in favor of the Pittsburg/Antioch Highway widening project, however, would like to see the Pittsburg Bicycle plan be followed. He noted the plan calls for having either bike lanes or a marked shoulder along Pittsburg/Antioch Highway.

On Motion by Mayor Scales-Preston, seconded by Member Killings 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

Prior to approval of the Consent Calendar, Mayor Scales-Preston read the following statements:

"Per Government Code Section 54953 (c) (3), for agenda item #17, it is recommended to approve an extension to the employment agreement of the City Attorney, included in this fourth amendment is a recommendation to approve the following changes to the City Attorney's compensation:

1) Effective September 3, 2023, increasing the base monthly salary by 4% to $22,102; and

2) Effective the first pay period in September 2024 increasing the base monthly salary by 4% to $22,986.

The contract amendment will result in a $14,000 increase in payroll costs to the FY 23/24 budget.

"Per Government Code Section 54953 (c) (3), for agenda item #18, it is recommended to approve an extension to the employment agreement of the City Manager. Included in this fifth amendment is a recommendation to approve the following changes to the City Manager's compensation:

1) Effective February 5, 2023, increasing the base monthly salary by 4% to $24,022; and

2) Effective the first pay period in February 2024 increasing the base monthly salary by 4% to $24,983

3) Following the Fifth Amendment to this agreement, the City Council shall evaluate Manager's performance during September 2024; and

4) The City shall contribute an additional $12,500 effective the first pay period in October 2023; and contribute an additional $12,500 the first pay period in October 2024, toward the City Manager's 401(a) or 457(b) deferred compensation plan.

The contract amendment will result in an approximate increased payroll cost of $26K for Fiscal Year 2022/2023, and $53K for Fiscal Year 2023/2024.

On Motion by Vice Mayor Banales, seconded by Member Adams to adopt and carried unanimously.

12. Minutes of September 18, 2023

13. Adoption of a City Council Resolution Accepting Project 3115, Stoneman Avenue Safety Improvements as Complete and Authorizing the City Engineer to File a Notice of Completion

14. Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding Project 3333—California Theater Marquee Sign.

15. Adoption of a City Council Resolution Authorizing Execution of the First Amendment to the Agreement with Western States Oil for Renewable Diesel.

16. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute a General Services Agreement with Siteworks Construction, Inc. for Project 3025 Kirker Creek Storm Canal.

17. Adoption of a City Council Resolution to Authorize a Fourth Amendment to the Employment Agreement for the City Attorney.

18. Adoption of a City Council Resolution to Authorize a Fifth Amendment to the Employment Agreement for the City Manager.

19. Adoption of a Pittsburg Power Company Resolution Adopting the 2022 Power Content Label to the California Energy Commission.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

There were no Council Member remarks.

ADJOURNMENT

The meeting was adjourned at 8:56 P.M. to October 16, 2023.

Respectfully submitted,

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: October 16, 2023

LOCATION: Marina Center, Conference Room, 340 Marina Blvd, 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 7:00 P.M. in the Marina Center, Conference Room, 340 Marina Blvd, Pittsburg, CA.

ROLL CALL

All members were present.

PLEDGE OF ALLEGIANCE

Mayor Scales-Preston led the Pledge of Allegiance.

PRESENTATIONS

1. Presentation by Contra Costa Water District

PROCLAMATIONS

2. National Immigrants Day

CITY MANAGER REPORTS/REMARKS

Assistant City Manager Aliotti gave an update on upcoming City events and noted that the City Council Chamber updates are still underway, and meetings will continue to take place at the Marina Center, 340 Marina Blvd, Pittsburg, CA.

PUBLIC COMMENTS

Bruce Ohlson, Pittsburg, spoke about concerns regarding the widening of Pittsburg-Antioch Highway. He asked that bicycle lanes be included in the project.

Gavin Payton, Pittsburg, spoke in support of ACCE. He also extended an invitation to the City Council and the community for a youth NAACP banquet taking place on November 4, 2023. Proceeds from this event will go towards a youth scholarship.

Comments on rent stabilization, tenant rights and deplorable living conditions were received from:

Randi Shelton
Norma Heid
Nicole Arrington
Christian Copeland
Latina Simpkins
Millie Philips
Essence Spencer
Ethan Silverstein
Kamilah Miller
Devin Williams
Archie Brumfield
Maricruz Manzanarez

Mayor Scales-Preston acknowledged those who spoke regarding their housing concerns.

COMMITTEE REPORTS

Member Killings attended the Public Safety and Economic Development committee meetings as well as the Los Medanos Health Advisory Committee meeting.

CONSIDERATION

3. Adoption of a City Council Resolution to Accept Grant Funds from Contra Costa County Employment and Human Services for a Technology Lab at the Pittsburg Senior Center.

On Motion by Mayor Scales-Preston, seconded by Member Adams to adopt and carried unanimously.

Bruce Ohlson, Pittsburg, spoke in support of this item.

4. Adoption of a Minute Order to Appoint Board Members to the Pittsburg Enhanced Infrastructure Financing District Public Financing Authority.

On Motion by Member Lopez, seconded by Member Adams to adopt and carried unanimously.

5. Adoption of a City Council Resolution to Authorize the City Manager to Negotiate and Execute an Agreement with Retail Strategies LLC for Commercial Business Recruitment Services and Allocating Funding.

On Motion by Member Killings, seconded by Vice Mayor Banales to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

Vice Mayor Banales recused himself from voting on item #11 on the consent calendar due to the proximity of his residence to the Southwest Geological Hazard Abatement District II (GHAD).

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

On Motion by Member Adams, seconded by Member Lopez to adopt and carried unanimously.

6. Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding Project 4097 - 2023/24 CDBG ADA Curb Ramp Installation

7. Adoption of a City Council Resolution Authorizing Execution of the Fourth Amendment to the Consultant Services Agreement with Haley and Aldrich, Inc., Formerly Cal Engineering & Geology, Inc., for Supplemental Engineering Staff Services.

8. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the State of California Cannabis Tax Fund Grant for DUI-Drug Enforcement.

9. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program (STEP).

10. Adoption of a City Council Resolution Amending the Business Improvement District Contract by and Between the City of Pittsburg and the Pittsburg Chamber of Commerce.

11. Adoption of a City Council and a Southwest Geological Hazard Abatement District II (GHAD) Resolution Authorizing an Interfund Loan of $1,756,462 from the GHAD Fund to the Economic Development Fund.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

There were no Council Member remarks.

ADJOURNMENT

The meeting was adjourned at 8:55 P.M. to November 06, 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 Authorizing the City Manager to Execute an Amendment to the Consulting Services Agreement between the City of Pittsburg and R.E.Y. Engineers, Inc.

MEETING DATE: November 6, 2023

EXECUTIVE SUMMARY

The City has a Consultant Agreement (Agreement) with R.E.Y. Engineers, Inc. (R.E.Y.) for 90% design of the Central Harbor Park (Park) and Boat Launch Facility (BLF) Upgrade Project (Project). The City has been awarded grant funds to implement the Project and requires 100% design, bid support, and engineering services for implementation.

FISCAL IMPACT

If approved, this amendment (Amendment) would increase the compensation under the Agreement by $124,648. This cost is fully accounted for in the City's $3,544,395 Climate, Access, and Resources grant (Grant) through the Sacramento-San Joaquin Delta Conservancy (Grantor).

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution authorizing the City Manager to execute the Amendment to the Agreement with R.E.Y.

BACKGROUND

On September 20, 2021, by Resolution 21-13995, the City accepted a Proposition 68 Community & Economic Enhancement Planning Grant (Prop 68 Grant) for $172,155 from the Grantor for development of 90% Project plans and authorized the Agreement with R.E.Y. Pursuit of this grant was prompted by community input on degraded park infrastructure, feelings of being unsafe at the Park and BLF, and ADA noncompliance. Staff conducted several community involvement events throughout the 90% planning process including online surveys, in-person surveys, and the Plan a Park! workshop held at the Park. Through these processes, 90% plans were developed and submitted to the Grantor. Upon

receipt, Grantor notified staff of the Climate, Access, and Resource funding opportunity for implementation.

On September 13, 2023, the City received $3,544,395 Climate, Access, and Resource funds through the Grantor to finalize planning and implement the Project which will include:

- Removal and replacement of Park and BLF restrooms with smart-restrooms
- Repairs to all walking paths to meet ADA standards,
- Installation of a fish cleaning station
- Installation of a public safety substation
- Removal and replacement of a public shade structure
- Installation of public fire pits
- Resealing, striping, and signing of both parking lots
- Fencing around the boater parking lot

SUBCOMMITTEE FINDINGS

The Economic Development/Waterfront Subcommittee supported the application for implementation funds at the April 13, 2023 subcommittee meeting.

STAFF ANALYSIS

For Project continuity, staff recommends expanding the existing Agreement with R.E.Y. to finalize Project plans, prepare bid documents, and provide engineering support throughout the Project construction phase. R.E.Y. developed the 90% plans as allowed by the Prop 68 Grant, was an active participant in public outreach efforts, is familiar with Grantor requirements, and provided satisfactory services throughout the planning process.

ATTACHMENTS: Resolution
First Amendment to Consulting Services Agreement Between the City of Pittsburg and R.E.Y.

Report Prepared By: Sara Bellafronte, Assistant to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing the City Manager to Execute an Amendment to the Consulting Services Agreement between the City of Pittsburg and R.E.Y. Engineers, Inc.

RESOLUTION NO. 23-

WHEREAS, the City applied for a Sacramento-San Joaquin Delta Conservancy (Grantor) Proposition 68 Community & Economic Enhancement Planning Grant (Prop 68 Grant) to address aging infrastructure, degraded paths of travel, and a high frequency of calls for public safety services at Central Harbor Park (Park) and the Boat Launch Facility (BLF) (collectively, the "Project"); and

WHEREAS, on September 20, 2021, by Resolution 21-13995, the City accepted the Prop 68 Grant for $172,155 from the Grantor for development of 90% Project plans and authorized a Consulting Agreement with R.E.Y. (Agreement) for 90% design as allowed by the Prop 68 Grant; and

WHEREAS, under the Agreement, R.E.Y. developed the 90% plans, was an active participant in public outreach efforts, became familiar with Grantor requirements, and provided satisfactory services throughout the Prop 68 Grant planning process; and

WHEREAS, on September 13, 2023, the City received $3,544,395 Climate, Access, and Resource (CAR) funds through the Grantor to finalize planning and implement the Project, and requires final design, bid support, and engineering support services during implementation.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute an Amendment to the Agreement with R.E.Y, increasing the compensation under the Agreement by $124,648. This cost is fully accounted for in the CAR funds.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of November 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Shanelle Scales-Preston, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG
AND R.E.Y. ENGINEERING

This First Amendment to the Principal Agreement made and entered into on September 21, 2021, hereafter referred to as Agreement, between R.E.Y. Engineers, Inc., 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 6th day of November, 2023.

WHEREAS, the Parties entered into an Agreement in September 2021 for the Consultant to provide services for design of the Central Harbor Park and Boat Launch Project (Project) through the Sacramento-San Joaquin Delta Conservancy Proposition 68-funded Community and Economic Enhancement Grant Program; and

WHEREAS, the City was awarded Sacramento-San Joaquin Delta Conservancy Climate, Access, and Resource Grant (CAR Grant) funding to carry out development of 100% plans and implementation of the Project in accordance with the CAR Grant; and

WHEREAS, the Parties seek to amend the Agreement to add services, increase the compensation, and extend the term accordingly to implement the Project.

NOW, THEREFORE, Company and City do mutually agree as follows:

1. Term of Services. Section 1.1 of the Agreement is hereby amended to read as follows:

The term of this Agreement shall begin on the Effective Date and shall end on August 31, 2026, or the date the Consultant completes the services specified in Attachment 1, whichever occurs first unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

2. COMPENSATION. The first paragraph of Section 2 of the Agreement is hereby amended to read as follows:

City hereby agrees to pay Consultant a sum not to exceed two hundred seventy thousand, two hundred sixty-nine dollars $(270,269), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

3. Scope of Services. Exhibit A of the Agreement is hereby amended to add the services set forth in Attachment 1 of this First Amendment

4. Integration. This First 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 First Amendment. This First 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 Company shall perform all duties, obligations and conditions required under the Agreement.

5. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.

6. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

The remainder of this page has been intentionally left blank.

7. Counterparts. This First Amendment may be executed by the parties in one or more counterparts, all of which collectively shall constitute one document and agreement.

8. Authority. The person signing this First Amendment for Company hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Company.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

COMPANY:

R.E.Y. Engineers, Inc.

By: _____
Jim Fisher, Principal

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

Attachment 1

SCOPE OF WORK

1. **Project Management.**
   Provide overall project coordination, administration, and quality control. Consultant shall coordinate all activities with the City's Project Manager.. This task shall include periodic check-ins approximately once every other week with the City's Project Manager, as well as a project update on the status of the project. Quality control reviews of each deliverable to the City will be performed, and those are included in the scope of service for each deliverable described in more detail below.

   Deliverables (Task 1)
   - Eight (8) Monthly updates (.pdf format)

2. **100% Plans and Estimate (P&E).**
   Consultant shall revise the 90% P&E based upon the City's comments and additional changes required by the City's grant. Changes to the plans will be summarized and accompanied with update project quantities and project estimate for construction.

   Deliverables (Task 2)
   - 100% Plans (.pdf format)
   - 100% Project Construction Estimate (.pdf format)
   - Summary of plan changes from 90% submittal (.pdf format)

3. **Final Bid Documents.**
   Consultant shall revise the 100% P&E based upon the City's comments and finalize Bid Documents for advertisement. Consultant shall prepare a comment resolution matrix and identify comments addressed and add responses for all comments

   Deliverables (Task 3)
   - Comment Resolution Matrix (digital format)
   - Final stamped and signed Plans (.pdf and .dwg files)
   - Final stamped and signed Estimate (.pdf and .xlsx formats)

4. **Attend Pre-Bid Meeting.**
   Consultant shall attend the project Pre-Bid Meeting to support the

   Deliverables (Task 4)
   - Attend Pre-Bid Meeting

5. **Bid Support.**
   Consultant shall assist with responding to bidder questions and providing clarifications during the bidding process, as-needed. We assume that the bid support

will include assistance with up to four bidder questions and one bid addendum. Project team will attend Pre-Bid meeting.

Deliverables (Task 5)

- RFI's responses (digital format)
- Plan Addendum (.pdf format)

6. **Construction Engineering Support.**

Consultant shall attend pre-construction meeting and provide as-needed engineering consultation during construction. If required during special operations, project team shall perform special observations. Contractor shall assist the City to resolve any claims filed by Contractor

Deliverables (Task 6)

- Attend one Pre-Construction Meeting
- Provide Design Clarifications and submittal review (up to 12 hours)
- Respond to Requests for Information (up to two RFI's)
- Assistance with Construction Claims (up to 4 hours)
- Site Visit for Special Observations

7. **As-Builts/Record Drawings**

Following construction, Consultant shall prepare Record Drawings based red-lines and on information supplied by the construction manager and contractor. Record drawings shall be prepared and submitted to the City once completed.

Deliverables (Task 7)

- Record Drawings (.pdf format and .dwg files)
- specified above, are expected.

Attachment 2

Hourly Rates

2023

R.E.Y. ENGINEERS, INC.
2023 FEE SCHEDULE

CLASSIFICATION	MAX HOURLY RATE
Principal Manager - II	$312
Principal Manager - I	$284
Senior Engineer/Surveyor - V	$280
Senior Engineer/Surveyor - IV	$260
Senior Engineer/Surveyor - III	$240
Senior Engineer/Surveyor - II	$220
Senior Engineer/Surveyor - I	$200
Associate Engineer/Surveyor - V	$198
Associate Engineer/Surveyor - IV	$185
Associate Engineer/Surveyor - III	$173
Associate Engineer/Surveyor - II	$161
Associate Engineer/Surveyor - I	$148
Assistant Engineer/Surveyor - V	$169
Assistant Engineer/Surveyor - IV	$157
Assistant Engineer/Surveyor - III	$144
Assistant Engineer/Surveyor - II	$131
Assistant Engineer/Surveyor - I	$119
Senior Technical/LiDAR Specialist - II	$232
Senior Technical/LiDAR Specialist - I	$205
LiDAR Technician - III	$200
LiDAR Technician - II	$176
LiDAR Technician - I	$151
Senior Technician - III	$184
Senior Technician - II	$160
Senior Technician - I	$137
Technician - III	$132
Technician - II	$114
Technician - I	$96
3-Person Survey Crew	$435
2-Person Survey Crew	$330
1-Person Survey Crew	$195
Expert Witness Testimony/Deposition	$420
Project Coordinator	$120
Terrestrial LiDAR Scanning Equipment	$164 / hr
Mobile LiDAR Vehicle & Sensors	$259 / hr
UAV LiDAR & Imagery Sensors	$840 / day
Bathymetric Survey Vessel & Sensors	$1,074 / day

R.E.Y. ENGINEERS, INC.
STANDARD FEE SCHEDULE

CLASSIFICATION	HOURLY RATE
Assistant Engineer/Surveyor - I	$124
Assistant Engineer/Surveyor - II	$137
Assistant Engineer/Surveyor - III	$150
Assistant Engineer/Surveyor - IV	$163
Assistant Engineer/Surveyor - V	$176
Associate Engineer/Surveyor - I	$155
Associate Engineer/Surveyor - II	$167
Associate Engineer/Surveyor - III	$180
Associate Engineer/Surveyor - IV	$192
Associate Engineer/Surveyor - V	$205
Senior Engineer/Surveyor - I	$209
Senior Engineer/Surveyor - II	$229
Senior Engineer/Surveyor - III	$250
Senior Engineer/Surveyor - IV	$270
Senior Engineer/Surveyor - V	$290
Principal Manager - I	$290
Principal Manager - II	$315
Technician - I	$100
Technician - II	$119
Technician - III	$138
Senior Technician - I	$143
Senior Technician - II	$167
Senior Technician - III	$190
LiDAR Technician I	$157
LiDAR Technician II	$182
LiDAR Technician III	$207
Senior LiDAR Specialist I	$215
Senior LiDAR Specialist II	$242
1-Person Crew	$215
2-Person Crew	$345
3-Person Crew	$460
Project Coordinator	$127
Senior Project Coordinator	$218
Grant Administrator	$218
Expert Witness Testimony/Deposition	$473
Terrestrial LiDAR Scanning Equipment (per hour)	$174
Mobile LiDAR Equipment (per hour)	$273
UAV LiDAR Equipment (per flight day)	$880
Bathymetric Survey Equipment (per project day)	$1,125

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 City Manager to Execute a Consultant Services Agreement for Construction Management Services for Project 5067 Water Treatment Plant Filter Improvements and Hypochlorite Conversion

MEETING DATE: November 6, 2023

EXECUTIVE SUMMARY

The Water Treatment Plant Filter Improvements and Hypochlorite Conversion Project (the "Project") is currently under design to include construction of new dual media filters, hypochlorite conversion and replacement of deteriorated piping and installation of new piping. This resolution will authorize the execution of a Consulting Services Agreement with Tanner Pacific, Inc. for $3,684,230 to provide Construction Management services during construction.

FISCAL IMPACT

The approved Project budget contains sufficient funding to cover the cost of this Agreement and no additional funding is needed.

RECOMMENDATION

City Council approve the construction management budget and authorize the City Manager to execute a Consultant Services Agreement with Tanner Pacific, Inc. for Project 5067 Water Treatment Plant Filter Improvements and Hypochlorite Conversion in an amount not to exceed $3,684,230.

BACKGROUND

Over the last decade a series of piping failures and water leaks within the filter gallery at the Water Treatment Plant caused the City to conduct multiple studies to assess the condition of the plant and other potential deficiencies. The studies concluded in recommending replacement of piping, repair or rebuilding of filter basins due to aging equipment and structural issues.

Due to the large amount of funding needed for the project, on May 2, 2022, the City Council authorized selling bonds and raising funds to finance design and construction costs which generated $45.8 million in proceeds.

On June 19, 2023, the City Council adopted Resolution No. 23-14318 adopting the 5-year Capital Improvement Program.

On August 7, 2023, the Request for Proposal (RFP) was released and sent to qualified construction management services and consulting firms.

On September 18, 2023, proposals were received from three (3) construction management teams and were evaluated by staff. Tanner Pacific, Inc. was determined to be the most qualified based on the proposal submitted.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

A project of this magnitude and complexity requires a construction management team with the skill and experience to accomplish the City's goals and complete the Project on schedule and within budget.

Staff conducted outreach to several qualified consultants and provided opportunities for informational meetings and site visits at the Water Treatment Plant, which were well received. The RFP was sent to all the firms that showed interest and were deemed capable of providing construction management services for the Project. The RFP was also shared with the marketing outreach firm of Integrated Marketing Systems for wide distribution within the professional and consulting services community. In addition, the RFP was posted on the City's website for all interested vendors and consultants to review and respond.

Three (3) firms submitted proposals to the City. The five (5) member Consultant Selection Committee reviewed each of the three proposals submitted, evaluated strengths and weaknesses, and independently assigned a weighted score. Tanner Pacific, Inc. was ranked as the most qualified based on the proposal submitted. They were selected based on their experience with managing construction of other water treatment facilities, their staff expertise, and previous history of providing high-quality construction management services to public entities.

ATTACHMENTS: Resolution
Consultant Service Agreement

Report Prepared By: Bruce Zaeni, Consultant Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute a Consultant Services Agreement for Construction Management Services for Project 5067 Water Treatment Plant Filter Improvements and Hypochlorite Conversion	)))))	RESOLUTION NO. 23-

WHEREAS, Project 5067 Water Treatment Plant Fiter Improvements and Hypochlorite Conversion (the "Project"), is under design for construction of new dual media filters, hypochlorite conversion, and replacement of deteriorated piping and installation of new piping; and

WHEREAS, the Project is complex and requires extensive field inspection and construction management support; and

WHEREAS, on August 7, 2023, a Request for Proposals was released and sent to qualified construction management firms and three proposals were received; and

WHEREAS, Tanner Pacific, Inc. was selected as the most qualified for the Project with a total proposal amount of $3,684,230 based on their experience with the other water treatment facilities, their staff expertise, and their previous history of providing high-quality construction management services to public entities.

NOW, THEREFORE, BE IT RESOLVED, that the City Council herby authorizes the City Manager to execute a Consultant Service Agreement with Tanner Pacific, Inc. for Construction Management Services of Project 5067, Water Treatment Plant Filter Improvements and Hypochlorite Conversion in an amount not to exceed $3,684,230.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of November 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Shanelle Scales-Preston, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND TANNER PACIFIC, INC.

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Tanner Pacific, Inc., a California corporation ("Consultant") (together referred to as the "Parties") as of November 6, 2023 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2027 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Three Million, Six Hundred Eighty-Four Thousand, Two Hundred Thirty Dollars ($3,684,230), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

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Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

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2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.

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Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than

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$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

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4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's 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

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applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and

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will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the

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subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily

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suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

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10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : Tanner Pacific, Inc.
274 Redwood Shores Pkwy
Suite 607
Redwood City, CA 94065
ATTN: William Tanner, CEO

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

10.9 **Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all

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prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG	**CONSULTANT**
	DocuSigned by: William Tanner B441F2087B4E401...
Garrett Evans, City Manager	William Tanner, PE, CEO

Approved as to Form:

Donna Mooney, City Attorney

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EXHIBIT A

SCOPE OF SERVICES

Task 1: Pre-Construction Services

Constructability Review

- Review plans and specifications to ensure that the mechanical, electrical, and control configuration for the blowers are set up to provide for proper filter air scour during the backwash cycle so as not to damage the filter underdrains or media.
- A structural review of the plans and specifications.
- Suggested improvements to the project's sequences and constraints to minimize duration of shutdowns utilizing recent project team experience keeping the City of Pittsburg WTP in operation while replacing the WTP's five main pumps and associated MCCs, VFDs, and switch board.
- Recommendation of contract language that includes base bids and alternatives as identified by the City.
- Recommendation of language to include critical milestone dates for early completion of the hypochlorite and other chemical systems.
- Recommended solutions to complications associated with filter media sampling and testing to ensure compliance with effective size and uniformity coefficient requirements of the installed media.
- Utilize project team experience to review the hypochlorite chemical feed system and provide insight as to how to make sure the system will function without vapor locking during hot weather.
- Draw on team experience to check material compatibility to ensure that the chemical feed system materials being specified are most compatible with the chemicals being conveyed to avoid material failure.
- Draw on team experience from recent projects to ensure that the specifications include language that ensures operations and maintenance personnel receive proper training on new systems during their shifts without disrupting plant operations.
- Review power outage impacts on WTP operations while taking electrical systems out of service and develop solutions to minimize or eliminate disruptions to impacted facilities.
- Ensure language is included in the contract documents to reduce the risk of bid protests and limit protest filing time periods.

Risk Assessment and Mitigation

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Task 2: CM Implementation Plan and Inspection Services

1. Team organization, structure, and responsibilities.
2. Project meeting structure, frequency, goals, and recommended attendees.
    - Pre-Construction Meeting
    - Weekly Progress Meetings
    - Detailed Issue Meetings
    - Project Coordination Meeting
    - Start up and Commissioning Meetings
3. Contract Administration Protocols
4. QA/QC Procedures and Guidelines
5. Contract Compliance and Conflict Resolution
6. Risk Management and Assessment

Construction Contract Administration

- Submittals and RFIs
- Change Orders/Disputes
- Design Clarifications
- Progress Payments
- Record Drawings
- Operation and Maintenance Manuals
- Project Start up and Commissioning
- Project Close Out

Construction Inspection Services

- Field inspections of work in progress and completed work (including documentation and evaluation).
- Reviewing testing results of materials performed by on-site or off-site entities (including documentation and evaluation).
- Identification of and tracking the resolution of nonconforming work.
- Understanding the contractor's sequencing and approach so we can anticipate the work methods and intervene if we believe the contractor's approach will result in unacceptable quality.
- Working with the designers, contractor, and vendors to quickly facilitate submittal reviews, helping keep the project on schedule.
- Validating that the contractor has the equipment and manpower necessary to keep critical path activities moving. Working in a planned manner increases probability of quality outputs.
- Maintaining testing records.

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- Witnessing performance tests.
- Maintaining a preliminary deficiency list to track items through to final punch list.

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EXHIBIT B

COMPENSATION SCHEDULE

See Attachment A

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Exhibit B - Compensation Schedule
Attachment A

CITY OF PITTSBURG
WATER TREATMENT PLANT IMPROVEMENTS AND HYPOCHLORITE CONVERSION
TANNER PACIFIC LEVEL OF EFFORT

Classification/Service	Total Hours	Rate	Total	2023 NOV	2023 DEC	2024 JAN	2024 FEB	2024 MAR	2024 APR	2024 MAY	2024 JUN	2024 JUL	2024 AUG	2024 SEP	2024 OCT	2024 NOV	2024 DEC	2025 JAN	2025 FEB	2025 MAR	2025 APR	2025 MAY	2025 JUN	2025 JUL	2025 AUG	2025 SEP	2025 OCT	2025 NOV	2025 DEC	2026 JAN	2026 FEB	2026 MAR	2026 APR	2026 MAY	2026 JUN	2026 JUL	2026 AUG	2026 SEP
				Pre-Construction					Construction																					Offline Cx				Online Cx			Closeout	
Task 1: Pre-Construction Services	**592**		**$ 150,664**																																		
Principal	0	$ 325.00	$ -																																		
CM/RE	120	$ 295.00	$ 35,400	24	24	24	24	24																													
Assistant RE	204	$ 235.00	$ 47,940	40	60	40	40	24																													
Process (Stantec)	48	$ 317.00	$ 15,216	48																																	
Mechanical	24	$ 243.00	$ 5,832	24																																	
Structural (Stantec)	24	$ 350.00	$ 8,400	24																																	
Civil	24	$ 243.00	$ 5,832	24																																	
Finishes	8	$ 243.00	$ 1,944	8																																	
Electrical	20	$ 265.00	$ 5,300	20																																	
Inst & Controls/PCSI	20	$ 265.00	$ 5,300	20																																	
Project Controls Specialist	100	$ 195.00	$ 19,500	40	20	8	16	16																													
Task 2: CM and Inspection Services	**13,380**		**$ 3,293,230**																																		
Principal	0	$ 325.00	$ -																																		
CM/RE	2120	$ 295.00	$ 625,400						40	40	40	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80		
Assistant RE	3680	$ 235.00	$ 864,800						40	80	80	120	120	120	160	160	160	160	160	160	160	160	160	160	160	160	160	160	120	120	120	120	120	80	40		
Project Controls Specialist	1600	$ 195.00	$ 312,000						40	40	40	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	40		
Scheduler	428	$ 255.00	$ 109,140						20	20	20	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	8	8	8	8		
Special Inspection and Mtls Testing (Kleinfelder)	156	$ 225.32	$ 35,150												12	12	12	12	12	12		12		12		12	12		12					12	12			
Filter Media Testing (Kleinfelder)	40	$ 210.00	$ 8,400																									20	20								
Start-Up Commissioning	656	$ 275.00	$ 180,400						8	8	8	8	8	8	8	8	8	16	16	16	16	16	16	16	16	16	40	40	40	80	40	20	20	80	40	40	
Lead Inspector	3980	$ 243.00	$ 967,140						20	40	120	120	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	120	120	80		
Inspector	0	$ 233.00	$ -																																		
Elect/Controls/PCSI	720	$ 265.00	$ 190,800						10	10	16	16	16	20	20	40	40	40	40	20	20	24	24	24	24	24	40	40	40	24	24	24	40	20	20	20		
Technical Advisor	0	$ 325.00	$ -																																		
Task 3 : Post Construction Services	**804**		**$ 197,620**																																		
Principal	4	$ 325.00	$ 1,300																																	2	2
CM/RE	240	$ 295.00	$ 70,800																																	120	120
Assistant RE	240	$ 235.00	$ 56,400																																	120	120
Project Controls Specialist	240	$ 195.00	$ 46,800																																	120	120
Scheduler	24	$ 255.00	$ 6,120																																	16	8
Start-Up Commissioning	40	$ 275.00	$ 11,000																																	20	20
Technical Advisor	16	$ 325.00	$ 5,200																																	8	8
Total Hours: 14,776		**Project Total:**	**$ 3,641,514**	**272**	**104**	**72**	**80**	**64**	**178**	**238**	**324**	**420**	**460**	**464**	**516**	**536**	**536**	**544**	**544**	**524**	**512**	**528**	**516**	**528**	**516**	**528**	**568**	**556**	**588**	**560**	**500**	**480**	**488**	**500**	**420**	**308**	**406**	**398**

CITY OF PITTSBURG
WATER TREATMENT PLANT IMPROVEMENTS AND HYPOCHLORITE CONVERSION
TANNER PACIFIC LEVEL OF EFFORT

Classification/Service	Total Hours	Rate	Total	2023		2024												2025												2026								
				NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Principal	4	$ 325.00	$ 1,300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2
CM/RE	2480	$ 295.00	$ 731,600	24	24	24	24	24	40	40	40	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	120	120
Assistant RE	4124	$ 235.00	$ 969,140	40	60	40	40	24	40	80	80	120	120	120	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	120	120	120	120	120	80	40	120	120
Process (Stantec)	48	$ 317.00	$ 15,216	48																																		
Mechanical	24	$ 243.00	$ 5,832	24																																		
Structural (Stantec)	24	$ 350.00	$ 8,400	24																																		
Civil	24	$ 243.00	$ 5,832	24																																		
Finishes	8	$ 243.00	$ 1,944	8																																		
Electrical	20	$ 265.00	$ 5,300	20																																		
Inst & Controls/PCSI	20	$ 265.00	$ 5,300	20																																		
Project Controls Specialist	1940	$ 195.00	$ 378,300	40	20	8	16	16	40	40	40	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	40	120	120
Scheduler	452	$ 255.00	$ 115,260						20	20	20	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	8	8	8	8	16	8
Special Inspection and Mtls Testing (Kleinfelder)	156	$ 225.32	$ 35,150												12	12	12	12	12	12	0	12	0	12	0	12	12	0	12					12	12	0		
Filter Media Testing (Kleinfelder)	40	$ 210.00	$ 8,400																										20	20								
Start-Up Commissioning	696	$ 275.00	$ 191,400						8	8	8	8	8	8	8	8	8	16	16	16	16	16	16	16	16	16	40	40	40	80	40	20	20	80	40	40	20	20
Lead Inspector	3980	$ 243.00	$ 967,140						20	40	120	120	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	120	120	80		
Inspector	0	$ 233.00	$ -									0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Elect/Controls/PCSI	720	$ 265.00	$ 190,800						10	10	16	16	16	20	20	40	40	40	40	20	20	24	24	24	24	24	40	40	40	24	24	24	40	20	20	20		
Technical Advisor	16	$ 325.00	$ 5,200						0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8
Total Hours:	**14,776**	**Project Total:**	**$ 3,641,514**	**272**	**104**	**72**	**80**	**64**	**178**	**238**	**324**	**420**	**460**	**464**	**516**	**536**	**536**	**544**	**544**	**524**	**512**	**528**	**516**	**528**	**516**	**528**	**568**	**556**	**588**	**560**	**500**	**480**	**488**	**500**	**420**	**308**	**406**	**398**

TPI Labor Total:	$	3,574,348
Subconsultant Labor Subtotal:	$	67,166
Mark Up (10%):	$	6,717
Subconsultant Labor Total:	$	73,882
Inspector Vehicle ($1,200/mo x 30 mo)	$	36,000
Project Total Fee:	**$**	**3,684,230**

Notes and Assumptions:

1. Start of Services: November 1, 2023.
2. Start of Task 2 - Construction Phase CM Services: April 1, 2024. This is based on Notice to Proceed (NTP) for the construction contract.
3. Budget is based on 2023-24 Billing Rates that will remain constant for the full period of Contract.
4. The proposed budget is based on a 30 month time frame specified within the RFP. Should the contract run longer or more effort be required, TPI and subs labor will be billed on a Time & Material basis in accordance with the current TPI rate sheet.
5. TPI rates include normal operating and office expenses such as telephone, computers, in-house reproduction., etc..
6. The City of Pittsburg identified the possibility of using office space at the treatment plant. No costs for office space or a construction trailer are included in this proposal. The leasing of office space or renting of a trailer would be an additional cost that would include a standard mark-up of 10%.
7. ~~The hours shown for the two (2) inspectors are intended to provide coverage of the construction contractor's operations, based on the assumption that multiple shifts will be required during shutdowns.~~
8. Abbreviations: "Offline Cx" is Offline Commissioning and "Online Cx" is Online Commissioning.
9. Services for coating inspections, provided by Bay Area Coatings, Inc. (BACC), can be made available at the City of Pittsburg's request. Hourly rates for coatings inspections shall be as follows: Reg: $115.20, OT: $162.50, Weekend: $191.00, Vehicle: $10.30, with a 4% escalation applied June 2024 and June 2025.
10. Inspector hourly rates are subject to California prevailing wage provisions.

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CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Tanner Pacific, Inc.

DocuSigned by:
By: William Tanner
B441F2087D4F401...

CEO: William Tanner, PE

2784980.1

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 a Contract with Western States Oil for Bulk Gasoline Services

MEETING DATE: November 6, 2023

EXECUTIVE SUMMARY

The City has various departments that require large quantities of fuel to carry out their responsibilities to maintain operations. Staff recommends authorizing execution of a fuel supply contract pursuant to an exception in the purchasing policy. If approved, the resolution will authorize a contract with Western States Oil of San Jose for a period of one year.

FISCAL IMPACT

Funding for Bulk Gasoline Services is available in the Fleet Maintenance and Marina Operations accounts. The contract amount includes $450,000 for Public Works and $600,000 for Marina Operations. The adopted Fiscal Year 2023/24 operating budget has sufficient funds for this agreement and no additional funds are being requested.

RECOMMENDATION

City Council adopt the attached resolution authorizing execution of a contract with Western States Oil for bulk gasoline services.

BACKGROUND

The Public Works Department is responsible for the operations and maintenance of the City's vehicle and equipment fleet of predominantly gas-powered cars, trucks, and other equipment, including generators for the City's water system. In addition, the City is responsible for marina operations, requiring large quantities of fuel to carry out their responsibilities, including fuel for the operation of fleet vehicles and resale at the Marina.

Staff previously conducted a competitive public bid process to establish the rate for purchasing bulk gasoline in the form of Cost per Gallon plus a mark-up for delivery, overhead, and other costs. Vendors are required to obtain and deliver fuel supplied by the

“Rack Supplier” with the lowest price currently available. Cost proposals from vendors generally give a price that is plus or minus the “rack” rate over the lowest available price, and the City pays the combined total per gallon. Western States Oil was the lowest, responsive, responsible bidder. The current contract with Western States expired on October 1, 2023.

Project 3118 Corporation Yard Fueling System Replacement was approved by City Council on September 19, 2022 (Resolution No. 22-14167). The project is currently in progress. Fuel tanks at the Corporation yard have been removed, while the new tank is projected to be installed during Fiscal Year (FY) 2023/24. In addition, unlike prior years, the City cannot have a regular schedule of deliveries since the tank project is ongoing. Staff recommends entering into a contract with Western States Oil for a period of one year, while Project 3118 is completed, in compliance with an exception in the Purchasing Policy. The negotiated price with Western States Oil is competitive and fair market value as evidenced in Santa Clara County’s most recent bid documentation for bulk fuel purchasing. Although another supplier was the lowest bidder by a fraction of a penny, Western States Oil offered customers matching prices specified by the winning supplier.

If adopted, the resolution would authorize the City Manager to execute a contract for bulk gasoline services pursuant to an exception in the purchasing policy, without a competitive bid process, for a period of one year.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Western States Oil has provided satisfactory service delivering renewable diesel to city facilities for several years. Western States Oil has been supplying fuel to the City since the start of Project 3118 and is familiar with the variabilities that occur in quantity and frequency of deliveries. The negotiated price is fair market, as evidenced by the price obtained by Santa Clara County.

Staff recommends the City Council authorize the City Manager to execute a contract with Western States Oil for bulk gasoline services in the amount of $1,050,000 for a period of one year.

ATTACHMENTS: Resolution
Western States – City of Pittsburg Agreement

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of a Contract with)
Western States Oil for Bulk Gasoline) RESOLUTION NO. 23-
Services)

WHEREAS, the City requires large quantities of fuel to carry out their responsibilities to maintain operations; and,

WHEREAS, Western States Oil has provided satisfactory services in delivering renewable diesel to City facilities for several years; and

WHEREAS, staff previously conducted a competitive public bid process and Western States Oil was the lowest, responsive, responsible bidder; and

WHEREAS, the negotiated price with Western States Oil is fair market value as evidenced by the price obtained by the County of Santa Clara; and

WHEREAS, the current contract with Western States Oil expired on October 1, 2023; and

WHEREAS, Project 3118 Fueling System Replacement is in progress precluding the City from a regular schedule of deliveries; and

WHEREAS, Western States Oil has been supplying fuel to the City since the start of Project 3118 and is familiar with the variabilities that occur in quantity and frequency of deliveries; and

WHEREAS, staff recommends authorizing execution of a contract for bulk gasoline services for a period of one year with Western States Oil; and

WHEREAS, on June 19, 2023, the City Council adopted Resolution No. 23-14317, which approved funding for gasoline fuel purchases for Fleet Maintenance and Marina as a part of the Fiscal Year 2023/24 Operating Budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a contract with Western States Oil in the amount of $1,050,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of November 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Shanelle Scales-Preston, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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CONTRACT WITH WESTERN STATES OIL
FOR
BULK GASOLINE SERVICES

THIS Contract ("Contract") for supplying bulk gasoline fuel is made by and between the City of Pittsburg ("City") and Western States Oil, a California limited liability company ("Vendor") (together referred to as the "Parties") as of October 1, 2023 (the "Effective Date").

1. SCOPE OF WORK

Vendor shall supply BULK GASOLINE from October 1, 2023, through October 1, 2024. The VENDOR will be responsible for supplying fuel on a "keep-full" basis and delivering bobtail or truck and trailer loads to three (3) City locations as listed below:

Marina, 51 East Marina Blvd., Pittsburg, CA
Environmental Center, 2581 Harbor St., Pittsburg, CA

The fuel types for each location listed above are as follows:

LOCATION	FUEL TYPE
Marina	87-OCTANE, 91-OCTANE
Environmental Center	87-OCTANE

EXCEPTIONS: The Marina will be an exception to the "keep-full" requirement. Fuel services at this location will be purchased by Marina staff on an "as-needed" basis.

Monitor: The Vendor shall monitor all tank locations on a "keep-full" basis, deliver fuel and perform services to ensure adequate fuel at all times, with the exception of the Marina location. If, at any time, the Vendor has reason to believe the delivery will not be made, immediate notification must be made to Public Works (925) 252-4936.

Delivery: The Vendor shall make delivery to all locations during regular business hours, excluding holidays, **Monday through Friday, 7:00 AM to 3:00 PM.** All documents, i.e., packing slip and daily rack sheet will be furnished to the City at the time of delivery and must be approved (signed) by an authorized person. The City will not accept any delivery without a copy of the daily rack sheet.

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Delivery Locations and quantity shall be as follows:

LOCATION	TANK CAPACITY	ANNUAL AVG USE
Environmental Center 2581 Harbor St. Contact: Bryan Ballardo (925)252-4936	*900 GAL 87-Octane	100,000 GAL

New tanks will be installed at this location in 2023/2024. Tank Capacity and amount of gasoline per delivery are subject to change.

Harbor/Marina 51 Marina Boulevard Suite E Contact: (925)252-4958	10,000 GAL **(6,000 GAL 87-Octane, 4,000 GAL 91-Octane) 87-Octane 91-Octane	82,000 GAL 89,000 GAL 30,000 GAL

**Split capacity of tank

The City is exempt from Federal Excise Tax and an exemption form will be issued to the successful proposer(s) after award of the contract.

If replenishment is for a truck and trailer quantity to be delivered to a truck and trailer location and the successful bidder elects to make delivery in a vehicle of lesser capacity, he/she shall not charge more than the truck and trailer prices.

Only products of new manufacturer or distillation will be accepted. No reclaimed products will be accepted. Products shall be seasonal blend with appropriate vapor pressures.

All deliveries shall be F.O.B. destination to delivery locations as required. No delivery charges shall be made.

During the performance and upon completion of the services, the Vendor will ensure and leave the area clean and free of spillage and/or debris caused by the service.

2. PRICE

DS
RJ

Oil Price Information Service (OPIS) San Jose Daily Rack Average Price plus $.19354

The total compensation from October 1, 2023 to October 1, 2024 shall **not exceed $1,050,000.00.**

INVOICES

Invoices submitted by the Vendor for payment must reflect the established purchase order number, requestor name and location, packing slip and daily rack

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sheet. Marina invoicing must include all proper pre-pay taxes and appropriate governmental fees associated with fuel purchases for resale to recreational boating public. Invoices contrary to this policy will be returned to the Vendor. Payment will be made thirty (30) days after receipt of an accurate and true invoice.

Price must set forth a differential (+-) to the OPIS (Oil Price Information Service) daily rack average for San Jose for the type of fuel requested. The quoted adjustment is to include all delivery, handling or other vendor related charges.

The differential shall remain firm for the term of the Contract.

Invoice prices are to be the daily OPIS daily rack average for the San Jose area +or- vendor quoted differential. Payment is made within 30 days after approved invoices have been received.

Vendor shall supply a copy of the OPIS daily rack average report for any given time period during the term of the contract for pricing verification purposes.

Marina deliveries will include the daily rack price per delivery so as to allow the Marina to get the retail price adjustment. If rack price is not available at the time of delivery, it must be supplied by the end of the delivery day.

Vendor shall pass along any and all rebates, allowances, or other price reduction incentives being offered, including any pass through incentives from refineries.

The Vendor agrees to receive and accept the prices shown as full compensation for furnishing all the materials and for doing all work contemplated and embraced in the order; also or all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the City, and for all risks of every description connected with work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.

3. MATERIAL SAFETY DATA SHEETS

Vendor shall submit copies of the products' current Material Safety Data Sheets (MSDS) to the City prior to commencement of deliveries.

4. FUEL TYPES

Vendor guarantees the **Unleaded Gasoline Grades 87-Octane and 91-Octane** meet State of California Specifications and CARB Regulations. It is the Contractor's responsibility to ensure continued compliance with Federal, State

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and Local guidelines, regulations or requirements throughout the term of the Contract.

5. ASSIGNMENT OF RIGHTS OR OBLIGATIONS.
Except as noted hereunder, Vendor shall not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City of Pittsburg.

6. ATTORNEY FEES
In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

7. AUTHORITY OF THE CITY OF PITTSBURG
Subject to the power and authority of the City of Pittsburg as provided in this contract, the City of Pittsburg shall in all cases determine the work, materials and supplies for which payment is to be made under this contract.

8. CANCELLATION OF THE CONTRACT
Without cause, the City of Pittsburg may cancel this contract at any time with thirty (30) day's written notice to the supplier/contractor. With cause, the City of Pittsburg may cancel this contract at any time with ten (10) day's written notice to the Proposer. Cancellation for cause shall be at the discretion of the City of Pittsburg and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the City Manager, City of Pittsburg.

9. COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE
PRACTICE ACT. Vendor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

10. COMPLIANCE WITH LAWS
Vendor shall comply with current federal, state, local and other laws applicable to the performance of this Contract.

11. CONTRACT INCORPORATION
This Contract embodies the entire contract between the City of Pittsburg and the Vendor. The parties shall not be bound by or be liable for any statement,

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representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete Contract shall include any required bond(s), purchase order and any written agreement which alter, amend or extend the contract. In the event of any inconsistency between this Contract and a purchase order, the terms of this Contract shall govern.

12. FORCE MAJEURE

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Vendor, the Vendor shall notify the City of Pittsburg, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

13. LAWS GOVERNING CONTRACT

This Contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into the County of Contra Costa, in State of California. The parties further stipulate that the County of Contra Costa, California, shall be the forum for any litigation resulting from a breach of this Contract.

14. SEVERABILITY

If any provisions or portion of any provision, of this Contract are held invalid, illegal or unenforceable, they shall be severed from the Contract and the remaining provisions shall be valid and enforceable.

15. INDEMNIFICATION

The Vendor shall indemnify, defend and hold harmless City against and from any and all claims or suits for damages or injury arising from Vendor's performance of this agreement or from any activity, work, or thing done, permitted or suffered by Vendor in conjunction with the performance of this contract, and shall further indemnify, defend and hold harmless City against and from any all claims or suits arising from any breach or default of any performance of any obligation of Vendor hereunder, and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action of proceeding brought within the scope of this indemnification.

16. CONTRACTOR'S/VENDOR'S LICENSING LAWS

For the duration of the Contract, Vendor shall be licensed in accordance with the state and federal law, including the Department of Transportation. Failure to comply with this provision shall subject Vendor to the penalties imposed by such laws.

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17. BUSINESS LICENSE

If the scope of work in this Contract includes performing services or installation on City of Pittsburg property, the Vendor must obtain a City of Pittsburg Business License upon execution of this contract.

18. PERMITS OR LICENSES

The Vendor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. CLEANUP COST

All compensation paid to Vendor by City shall include costs for cleanup during performance and upon completion of work on this project.

20. COOPERATION BETWEEN VENDORS

The City of Pittsburg reserves the right to contract for and perform other or additional work on or near the work covered by this Contract. When separate contracts are let within the limits of any one project, each Vendor shall conduct his or her work so as not to interfere with or hinder the progress or completion of the work being performed by other Vendors. Vendors working on the same project shall cooperate with each other as directed. Each Vendor involved shall assume all liability, financial or otherwise, in connection with his or her contract and shall protect and save harmless the City of Pittsburg from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him or her because of the presence and operations of other Vendors working within the limits of the same project.

21. COORDINATION WITH AGENCIES

Vendor shall coordinate its activities with the proper regulatory agencies and have its representative on site at the proper times.

22. DAMAGE

The Vendor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of the Vendor or his or her employee while working on the City of Pittsburg's premises. The Vendor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged.

The Vendor shall immediately report to the City of Pittsburg any damages to the premises resulting from services performed under this contract. Failure or refusal to promptly restore or replace such damaged property will be a breach of this contract.

23. EXCUSED FOR NON-PERFORMANCE

Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the City of Pittsburg's

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case when and to the extent that its needs for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reasons of acts of God, fire, explosion, war, riots, strikes, labor disputes, or governmental laws, orders or regulations.

24. DEFAULT

If Vendor or Sub-vendor shall breach any provisions hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the City of Pittsburg shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Vendor whereupon the City of Pittsburg shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Vendor's prior performance (at not exceeding the contract rate), and Vendor shall be liable to the City of Pittsburg for all costs incurred by the City of Pittsburg in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Pittsburg's performance in excess of the contract price herein specified. The City of Pittsburg's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof. Unless otherwise provided herein or required by law, Vendor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract; and Vendor shall indemnify and hold harmless the City of Pittsburg from any liability and expense by reason of Vendor's failure to pay such taxes or contributions.

25. INSURANCE REQUIREMENTS

On execution of the Contract, Vendor must **PROVIDE** the City of Pittsburg with the Certificates of Insurance proving coverage as specified and naming the Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed may result in withdrawal of the award.

(a) **Indemnification:**

(i.) **VENDOR** agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the **CITY OF PITTSBURG**, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortious acts or errors or omissions of **VENDOR** hereunder, whether or not there is concurrent passive or active negligence on the part of the **CITY OF PITTSBURG**, but excluding liability due to the sole negligence or

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willful misconduct of **CITY OF PITTSBURG.** This indemnification obligation is not limited in any way by any limitation on the amount of type of damages or compensation payable to or for **VENDOR** or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts.

(ii.) **VENDOR** shall be liable to the **CITY OF PITTSBURG** for any loss or damage to **CITY OF PITTSBURG** property arising from or in connection with **VENDOR'S** performance hereunder. With respect to the performance of work under this Agreement, **VENDOR** shall maintain and shall require all of its sub-vendors to maintain insurance as described below.

(b) Worker's compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language: This policy shall not be canceled or materially changed without first giving (30) days prior written notice to the **CITY OF PITTSBURG**.

(c) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $2,000,000 combined single limit for each occurrence and $4,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability.

(d) Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Said insurance includes coverage for owned, hired, and non-owned vehicles.

(e) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(i.) **CITY OF PITTSBURG**, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.

(ii.) The inclusion of more than one insured shall not operate to impair the rights of one insured against another, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(iii.) The insurance provided herein is primary coverage to **CITY OF PITTSBURG** with respect to any insurance or self-insurance programs

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maintained by the **CITY OF PITTSBURG** and no insurance held or owned by **CITY OF PITTSBURG** shall be called upon to contribute to a loss.

(iv.) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to **CITY OF PITTSBURG**.

(f) Professional liability (Errors and Omissions) Insurance for all activities of the **VENDOR** arising out of or in connection with this Agreement is an amount no less than $500,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to **CITY OF PITTSBURG."**

(g) **DOCUMENTATION: The following documentation shall be submitted to the City of Pittsburg.**

(i.) Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

(ii.) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(iii.) Upon **CITY OF PITTSBURG'S** written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of CITY OF PITTSBURG'S request.

(h) Policy Obligations: **VENDOR'S** indemnity and other obligations shall not be limited by the foregoing insurance requirements.

26. PREVAILING WAGES

Vendor shall pay not less than the said prevailing rates of wages to all workers employed by him in the performance of the contract. Pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, the Vendor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations.

27. PROTECTION OF PUBLIC

Adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the Vendor to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

28. REJECTION OF WORK

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Vendor agrees that the City of Pittsburg has the right to make all final determinations as to whether the work has been satisfactorily completed.

29. INDEPENDENT CONTRACTOR

The Vendor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Vendor, including Sub-vendors and personnel of said Sub-vendors approved by the City, are not and shall not be deemed to be employees or agents, including the provision of Worker's Compensation. The City shall not, under any circumstances, be liable to Vendor for any person or persons acting for him/her for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken to this agreement.

30. GUARANTEE

Vendor performing work shall guarantee that the work meets the requirements as set forth herein.

31. SAFETY

All equipment and materials shall comply with Federal, State and Local safety rules and regulations including OSHA.

32. ATTORNEY'S FEES

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of this contract, the parties agree that a court of competent jurisdiction may determine and fix a reasonable attorney's fee to be paid by the prevailing party.

The Parties have executed this Contract as of the Effective Date.

CITY OF PITTSBURG	**WESTERN STATES OIL**
	DocuSigned by:
_____	_____
Garrett Evans, City Manager	Robin Jackson, Director of Sales
	10/17/2023

Approved as to Form:

_____

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: Adoption of a City Council Resolution Accepting the Plans and Specifications, Allocating Additional Funds, and Awarding Project 5080—HDPE Water Main Reducer Emergency Repair

MEETING DATE: November 6, 2023

EXECUTIVE SUMMARY

Project, 5080—HDPE Water Main Reducer Emergency Repair (the "Project") will repair a section of water main pipe that failed at a transition from a 20" ductile iron valve to an 18" HDPE main at the intersection of Buchanan Road and Quercus Lane. If adopted, this resolution will accept the project plans and specifications, allocate additional funds, and authorize the City Manager to award a construction contract to Gold Coast Pipelines, Inc.

FISCAL IMPACT

The proposal from Gold Coast Pipelines, Inc. is $84,810. Funding for construction will be provided by the $65,300 of Water Operations Funds previously allocated to the Project with the adoption of the 5-Year Capital Improvement Program (Resolution No. 23-14318) and the additional $44,700 of Water Operations Funds allocated with this Resolution.

If approved, the total project budget will be $110,000.

The Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution to accept the plans and specifications, allocate an additional $44,700 of Water Operations Funds, and award a contract with Gold Coast Pipelines, Inc. in the amount of $84,810 for construction of the Project.

Staff recommends that the City Council allocate a construction contingency of $8,500 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 19, 2023, the City Council adopted Resolution No. 23-14318 adopting the 5-year Capital Improvement Program, and allocating $65,300 from Water Operations Funds to the Project.

On July 24, 2023, staff advertised the project for construction bids.

On Tuesday, August 8, 2023, construction bids were received and Gold Coast Pipelines, Inc. was the lowest responsive, responsible bidder with a base bid of $84,810.

Staff received one bid proposal for project construction. The bid has been checked for arithmetical errors, completeness, and conformance with the bid requirements.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

An HDPE reducer was used to transition a 20” valve to the 18” HDPE main and the break occurred where the reducer fused to a short section of 18” HDPE main. This reduction point is an area of higher pipe pressure and potential turbulent flow, especially if the internal beads at the fused pipe joints remained in place.

The water main is currently non-operational, leaving the water delivery system vulnerable in the event of another water break. To restore the looped water system in this area it is important that the broken water main reducer is repaired with this Project.

To repair this failed section of pipe this Project will install a ductile iron reducer and replace 18 feet of 18” HDPE with one section of 16” ductile iron pipe to shift the transition from ductile iron pipe to HDPE downstream of the reducer, where flow can be more laminar.

ATTACHMENTS: Resolution
Budget Summary

Report Prepared By: Gabriel Piña, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting the Plans and Specifications Allocating Additional Funds and Awarding a Contract for Project 5080, HDPE Water Main Reducer Emergency Repair	)	RESOLUTION NO. 23-

WHEREAS, Project 5080—HDPE Water Main Reducer Emergency Repair (the "Project") will repair a section of water main pipe that failed at a transition from a 20" ductile iron valve to an 18" HDPE main; and

WHEREAS, on June 19, 2023, the City Council adopted Resolution No. 23-14318 adopting the 5-Year Capital Improvement Program allocating $65,300 to the Project; and

WHEREAS, on July 24, 2023, staff advertised the Project for bids; and

WHEREAS, on August 8, 2023, Project construction bids were received and Gold Coast Pipelines, Inc. was the lowest responsive, responsible bidder with a base bid in the amount of $84,810; and

WHEREAS, staff recommends that the City Council accept the plans and specifications; and

WHEREAS, staff recommends that the City Council allocate an additional $44,700 from Fund 501, Water Operations Fund; and

WHEREAS, staff recommends that the City Council award a contract with Gold Coast Pipelines, Inc. in the amount of $84,810 for the construction of the Project; and

WHEREAS, staff further recommends establishing a construction contingency in the amount of $8,500 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 Pittsburg hereby accepts the plans and specifications, allocates an additional $44,700 from Fund 501, Water Operations Fund, and awards a construction contract with Gold Coast Pipelines, Inc. Be it further resolved, that the City Council authorizes a construction contingency in the amount of $8,500, 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 Pittsburg at a regular meeting on the 6th day of November 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Shanelle Scales-Preston, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Budget Summary
Project 5080 — HDPE Water Main Reducer Emergency Repair

Project Funding

	Water Operations Fund (Reso 23-14318)	$65,300
	Water Operations Fund	$44,700
	Funding Total	**$110,000**

Project Expenditures:

(Code 2122)	Design Consultant	$5,240
	Subtotal	$5,240
Miscellaneous:		
(Code 1399)	Advertising	$750
	Subtotal	$750
Construction:	Construction	$84,810
	Construction Contingency	$8,500
	Subtotal	$93,310
Staff Time:		
(Code 1101)	Staff Costs	$5,350
	Subtotal	$5,350
Admin:		
(Code 2372)	Overhead Costs	$5,350
	Subtotal	$5,350
	Estimated Total Expenditures	**$110,000**

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 Fifth Amendment to the Exclusive Negotiating Rights Agreement (ENRA) with Discovery Builders, Inc. for Development at Stoneman Park

MEETING DATE: November 6, 2023

EXECUTIVE SUMMARY

On December 15, 2008, the City Council adopted Resolution No. 08-11133, approving an ENRA between the City and Discovery Builders, Inc. (the "Developer") to evaluate the potential for development of City-owned property in the area of Stoneman Park, at the southern terminus of John Henry Johnson Parkway ("Property"). This Fifth Amendment would extend the ENRA term for 20 years from the date of execution in order to allow both parties additional time needed to study the development potential of the Property and evaluate a potential exchange of land, as well as possible necessary interaction with the Department of General Services.

FISCAL IMPACT

There is no fiscal impact to the General Fund budget with the extension of this Fifth Amendment to the ENRA. City staff and legal costs incurred as a result of further negotiation under the ENRA will be reimbursed by the developer in accordance with the terms of a Reimbursement Agreement executed between the City and Developer on March 5, 2010.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving the Fifth Amendment to the ENRA to extend the ENRA term for 20 years from the date of the Fifth Amendment execution.

BACKGROUND

The City of Pittsburg currently owns a significant amount of vacant and underutilized land at the in the Stoneman Park area, at the southern terminus of John Henry Johnson Parkway, generally comprised of undeveloped open space with hiking trails, as well as a small model airplane field and an approximately 0.5-acre facility for firearms training and non-firearms training of public safety officers.

The subject property was conveyed to the City of Pittsburg by the federal government in the 1960s. Within the conveyance document is a stipulation that the property be used for recreational/open space purposes. If the City or a third party wish to develop a portion of the restricted property for residential purposes, the City must identify, and the U.S. Department of General Services must approve, a plan for mitigating the loss of recreational land.

On December 15, 2008, by adoption of City Council Resolution No. 08-11133, the City and Discovery Builders, Inc., entered into a 36-month ENRA for proposed residential development on the subject properties. On December 19, 2011, the Council adopted Resolution No. 11-11749, extending the ENRA to December 15, 2014, and making other minor amendments. On November 17, 2014, the Council adopted Resolution No. 14-12293, extending the ENRA to December 15, 2017. On August 21, 2017, the City Council adopted Resolution No. 17-13366, extending the ENRA to December 15, 2020, and specifying the parcels under consideration. On December 16, 2019, the City Council adopted Resolution No. 19-13734, approving the Fourth Amendment to the ENRA and extending the term of the ENRA from twelve years to fifteen years.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

This Fifth Amendment would extend the ENRA term for 20 years from the date of execution of the Amendment, and also allow the City Manager to approve a one-time, six-month extension. This request is being made in order to afford additional time to complete environmental review, negotiate land exchange requirements with the Department of General Services, as well as to continue to negotiate the terms of a development agreement that would facilitate the fulfillment of the stated ENRA objectives. This Fifth Amendment would also better define the term “Agreement,” as it is used within the ENRA.

ATTACHMENTS:

1. Resolution
2. Proposed Fifth Amendment to the ENRA
3. ENRA (with previous amendments)

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Fifth Amendment to the Exclusive Negotiating Right Agreement with Discovery Builders, Inc., for Development at Stoneman Park	))))	RESOLUTION NO. 23-

WHEREAS, the City of Pittsburg wishes to further the development of quality residential development throughout the City; and

WHEREAS, there is significant undeveloped land around Stoneman Park, specifically at the southern terminus of John Henry Johnson Parkway; and

WHEREAS, on December 15, 2008, the City Council adopted Resolution No. 08-11133, approving an Exclusive Negotiating Rights Agreement (ENRA) between the City and Discovery Builders, Inc. ("Developer"), in an effort to determine the suitability of exchanging developable property around the Delta View Golf Course for parkland areas in the Southwest Hills subarea of Pittsburg; and

WHEREAS, on December 19, 2011, the City Council adopted Resolution No. 11-11749, approving the First Amendment to the ENRA extending the term of the ENRA from three years to six years and approving minor clarifications regarding the requisite pro forma submittal and the disposition of the Good Faith Deposit established by the original ENRA; and

WHEREAS, on November 17, 2014, the City Council adopted Resolution No. 14-12293, approving the Second Amendment to the ENRA and extending the term of the ENRA from six years to nine years; and

WHEREAS, on August 21, 2017, the City Council adopted Resolution No. 17-13366, approving the Third Amendment to the ENRA and extending the term of the ENRA from nine years to twelve years in order to afford additional time to complete environmental review, negotiate land exchange requirements with the Department of General Services, as well as to continue to negotiate the terms of a development agreement that would facilitate the fulfillment of the stated ENRA objectives; and

WHEREAS, on December 16, 2019, the City Council of the City of Pittsburg adopted Resolution No. 19-13734, approving the Fourth Amendment to the ENRA and extending the term of the ENRA from twelve years to fifteen years in order to afford additional time to complete environmental review, negotiate land exchange requirements with the Department of General Services, as well as to continue to negotiate the terms of a development agreement that would facilitate the fulfillment of the stated ENRA objectives; and

WHEREAS, the City and the Developer have determined that their mutual interests would be best served by amending the ENRA to further extend the negotiating period in order to allow both parties additional time needed to study the development potential of the Property and evaluate a potential exchange of land, as well as possible necessary interaction with the Department of the General Services.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the Fifth Amendment to the ENRA between the City and the Developer and authorizes the City Manager to execute the ENRA Amendment on behalf of the City Council.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of November 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Shanelle Scales-Preston, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

FIFTH AMENDMENT TO THE
EXCLUSIVE NEGOTIATION RIGHTS AGREEMENT

THIS FIFTH AMENDMENT ("**Fifth Amendment**") to the 2008 Exclusive Negotiating Rights Agreement (the "ENRA") between the **CITY OF PITTSBURG**, a municipal corporation (the "**City**"), and **DISCOVERY BUILDERS, INC.**, a California corporation (the "**Developer**"), is made and entered into as of November 7, 2023, by and between the City and Developer on the terms and conditions set forth below.

WHEREAS, on December 15, 2008, the City Council of the City of Pittsburg adopted Resolution No. 08-11133, approving the ENRA in an effort to determine the suitability of exchanging developable property around the parkland areas in the Southwest Hills subarea of Pittsburg; and

WHEREAS, on December 19, 2011, the City Council of the City of Pittsburg adopted Resolution No. 11-11749, approving the First Amendment to the ENRA extending the term of the ENRA from three years to six years and approving minor clarifications regarding the requisite pro forma submittal and the disposition of the Good Faith Deposit established by the original ENRA; and

WHEREAS, on November 17, 2014, the City Council of the City of Pittsburg adopted Resolution No. 14-12293, approving the Second Amendment to the ENRA and extending the term of the ENRA from six years to nine years; and

WHEREAS, on August 21, 2017, the City Council of the City of Pittsburg adopted Resolution No. 17-13366, approving the Third Amendment to the ENRA and extending the term of the ENRA from nine years to twelve years in order to afford additional time to complete environmental review, negotiate land exchange requirements with the Department of General Services, as well as to continue to negotiate the terms of a development agreement that would facilitate the fulfillment of the stated ENRA objectives; and

WHEREAS, on December 16, 2019, the City Council of the City of Pittsburg adopted Resolution No. 19-13734, approving the Fourth Amendment to the ENRA and extending the term of the ENRA from twelve years to fifteen years in order to afford additional time to complete environmental review, negotiate land exchange requirements with the Department of General Services, as well as to continue to negotiate the terms of a development agreement that would facilitate the fulfillment of the stated ENRA objectives; and

WHEREAS, the City and the Developer have determined that their mutual interests would be best served by amending the ENRA to further extend the negotiating period in order to allow both parties additional time need to study the development potential of the Property and evaluate a potential exchange of land, as well as possible necessary interaction with the Department of the General Services.

NOW, THEREFORE, Consultant and City do mutually agree as follows:

1. **Existing Exclusive Negotiating Rights Agreement.** The City and Developer entered into an **ENRA** on December 15, 2008, as subsequently amended. The ENRA relates to certain real property in the City limits commonly known as the Pittsburg Stoneman Park referenced in this Fifth Amendment to the ENRA and generally depicted in Exhibit "A" attached thereto (hereafter referred to as the "**Property**"). The Property is located south of West Leland Road and John Henry Johnson Parkway and consists of significant undeveloped property.

2. **Negotiating Period.** Section 1.2 of the ENRA is amended to read as follows:

> The negotiating period under this ENRA (the "Negotiating Period") shall be twenty (20) years from the date of this ENRA, subject to extension as provided below. If, during the Negotiating Period, negotiations with the Developer have progressed sufficiently to the point where there is a draft Agreement (as further clarified below) that, in the judgment of the City Manager, warrants initiation or continuation of the environmental review process required by the California Environmental Quality Act ("CEQA"), then the City Manager may grant one extension of the Negotiating Period, but in no event shall such extension exceed six (6) months. The Developer understands that such extension in no way obligates the City to approve an Agreement at the end of the environmental review process.

3. **Agreement.** The Parties have also determined that clarification is needed of the language in the ENRA related to the term "Agreement". To this end, Recital C of the December 15, 2008, ENRA is amended as follows:

> C. The City has selected the Developer as the master developer with which to negotiate terms for development of the Project. The purpose of this ENRA is to establish procedures and standards for the negotiation by the City and the Developer of an agreement allowing for the acquisition by Developer of the Property and/or an agreement to exchange the Property for undeveloped lands owned by the Developer (the "Agreement"). As more fully set forth in Section 4.1, this ENRA in itself does not obligate the City to sell the Property or any portion thereof to the Developer, nor does this ENRA grant the Developer the right to purchase or develop the Property.

4. **Continued Applicability of the ENRA**. Except as specifically set forth herein, the ENRA shall continue in full force and effect.

5. **Effective Date**. This Fifth Amendment shall be effective as of the date first written above.

WHEREFORE, the Parties have executed this Fifth Amendment to the ENRA on or as of the date first written above.

CITY:	**DEVELOPER:**
CITY OF PITTSBURG,	**DISCOVERY BUILDERS, INC.**,
a municipal corporation	a California corporation
By:_____	By:_____
Name: Garrett Evans	Name: Albert D. Seeno, III
Its: City Manager	Its: Chief Executive Officer

APPROVED AS TO FORM:

By:_____
Donna Mooney, City Attorney

EXHIBIT A

New Parcel 3 of Parcel Map Waiver No. 22-08 (attached) and generally shown in the image below:

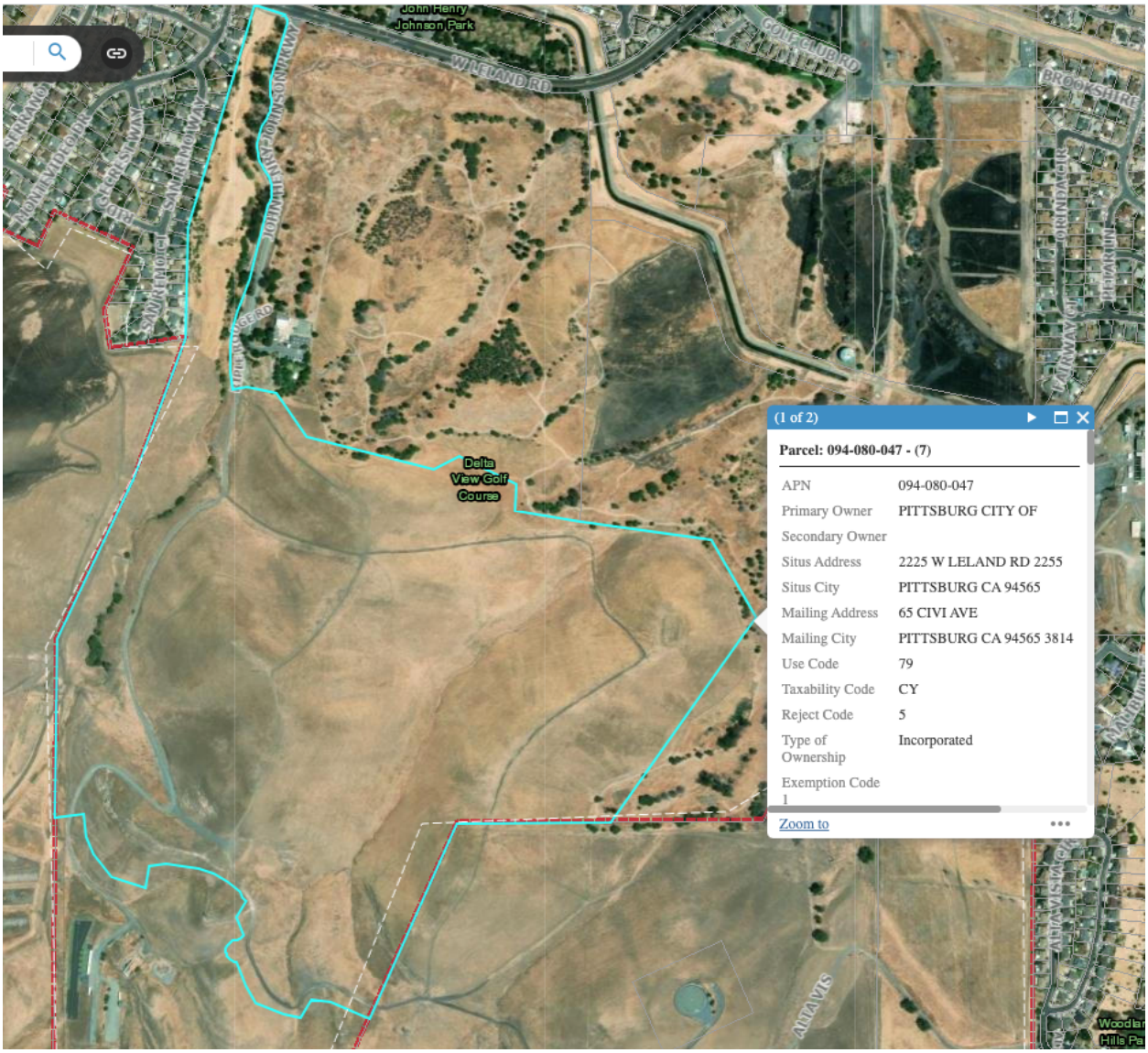


EXHIBIT "A"
LEGAL DESCRIPTION
NEW PARCEL 3
PARCEL MAP WAIVER NO. 22-08
CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA

Real property situate in the City of Pittsburg, County of Contra Costa, State of California described as follows:

Being a portion of the parcel of land described in the Quitclaim Deed to the City of Pittsburg recorded in Liber 3759, Page 1 (3759 OR 1), a portion of the parcel of land described in Grant Deeds to City of Pittsburg recorded in Book 593, Page 262 and in Book 1994, Page 122, all of Official Records of Contra Costa County and more particularly described as follows:

Commencing at the southwesterly corner of said City parcel (3759 OR 1); thence along the generally westerly line of last said parcel North 01°05'35" East 1739.66 feet to the **Point of Beginning**; thence continuing along last said line the following four (4) courses:

1) North 01°05'35" East 859.18 feet
2) North 22°41'17" East 1638.01 feet;
3) North 02°22'54" East 583.04 feet; and
4) North 17°34'24" East 1185.33 feet;

to the southwesterly line of West Leland Road, as said road is depicted on the drawing entitled "Pittsburg West Assessment District No. 1971-1 Right of Way Acquisition Map" on file with the City of Pittsburg; thence along last said line South 72°18'43" East 157.95 feet; thence across said City parcels (1759 OR 1), (593 OR 262) and (1994 OR 122) following twenty-one (21) courses:

1) South 18°05'46" West 8.01 feet;
2) southeasterly along a non-tangent curve to the right, which a radial bears South 18°05'46" West to the radius point, having a radius of 26.00 feet, a central angle of 89°41'27" and an arc length of 40.70 feet;
3) South 17°47'13" West 233.39 feet;
4) along a tangent curve to the left having a radius of 402.25 feet, a central angle of 22°50'22" and an arc length of 160.35 feet;

EXHIBIT "A"
LEGAL DESCRIPTION
NEW PARCEL 3
PARCEL MAP WAIVER NO. 22-08
CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA

5) along a reverse curve to the right, which a radial bears South 84°56'51" West to the radius point, having a radius of 187.75 feet, a central angle of 38°23'03" and an arc length of 125.78 feet;
6) along a reverse curve to the left, which a radial bears South 56°40'06" East to the radius point, having a radius of 242.25 feet, a central angle of 66°09'19" and an arc length of 279.71 feet;
7) along a reverse curve to the right, which a radial bears South 57°10'35" West to the radius point, having a radius of 157.75 feet, a central angle of 47°27'03" and an arc length of 130.64 feet;
8) South 14°37'38" West 312.16 feet;
9) along a tangent curve to the right having a radius of 964.00 feet, a central angle of 09°03'37" and an arc length of 152.44 feet;
10) along a reverse curve to the left, which a radial bears South 66°18'46" East to the radius point, having a radius of 1024.00 feet, a central angle of 29°52'06" and an arc length of 533.81 feet;
11) North 83°49'08" East 72.00 feet;
12) South 79°00'39" East 161.75 feet;
13) South 34°00'39" East 260.17 feet;
14) South 74°00'39" East 670.96 feet;
15) North 61°10'47" East 146.70 feet;
16) South 63°46'08" East 325.64 feet;
17) South 04°28'56" West 136.87 feet;
18) South 80°27'20" East 414.00 feet;
19) South 81°37'36" East 614.39 feet;
20) South 29°23'26" East 440.78 feet; and
21) South 36°24'11" West 1355.52 feet;

to the southerly line of said City parcel (1994 OR 122); thence along last said line North 88°45'56" West 731.88 feet to the southeasterly line of said City parcel (3759 OR 1);

thence along last said line South 24°41'22" West 1026.66 feet; thence across last said parcel the following twenty-six (26) courses:

1) North 65°18'38" West 214.36 feet;
2) North 81°41'32" West 100.00 feet;
3) South 32°51'48" West 107.85 feet;
4) North 78°07'33" West 85.00 feet;
5) North 68°15'32" West 155.00 feet;
6) North 27°51'50" West 100.49 feet;
7) North 21°32'29" West 133.45 feet;
8) northwesterly, northerly and northeasterly along a non-tangent curve to the right, which a radial bears North 05°38'40" East to the radius point, having a radius of 56.00 feet, a central angle of 176°22'45" and an arc length of 172.39 feet;
9) along a reverse curve left, which a radial bears North 02° 01'25" East, having a radius of 20.00 feet, a central angle of 44°43'20" and an arc length of 15.61 feet;
10) North 47°18'05" East 25.26 feet;
11) North 18°37'37" West 98.07 feet;
12) North 32°34'54" East 92.86 feet;
13) North 42°41'55" West 28.96 feet;
14) North 25°24'44" West 33.50 feet;
15) North 49°37'57" West 80.00 feet;
16) North 59°49'55" West 80.00 feet;
17) North 70°01'53" West 80.00 feet;
18) North 80°07'22" West 85.00 feet;
19) North 82°44'27" West 85.02 feet;
20) South 84°23'59" West 87.58 feet;
21) South 08°20'40" West 111.08 feet;
22) North 71°09'38" West 182.42 feet;
23) North 39°15'53" West 147.93 feet;

EXHIBIT "A"
LEGAL DESCRIPTION
NEW PARCEL 3
PARCEL MAP WAIVER NO. 22-08
CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA

24) North 20°06'15" West 95.28 feet;

25) North 06°45'08" West 117.19 feet; and

26) South 83°11'31" West 145.10 feet;

to the **Point of Beginning**.

Containing a land area of 7,265,724 square feet (166.80 acres), more or less.

END OF DESCRIPTION

This description was prepared by or under the direction of:



Scott A. Shortlidge

10-5-22
Date

FOURTH AMENDMENT TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Pittsburg Golf Course/Stoneman Park Site)

THIS FOURTH AMENDMENT ("**Fourth Amendment**") to the 2008 Exclusive Negotiating Rights Agreement between the **CITY OF PITTSBURG**, a municipal corporation (the "**City**"), and **DISCOVERY BUILDERS, INC.**, a California corporation (the "**Developer**"), is made and entered into as of December 16, 2019, by and between the City and Developer on the terms and conditions set forth below.

1. **Existing Exclusive Negotiating Rights Agreement.** The City and Developer entered into an Exclusive Negotiating Rights Agreement ("**ENRA**") on December 15, 2008. The ENRA relates to certain real property in the City limits commonly known as the Pittsburg Golf Course and Stoneman Park. The property referenced by this Third Amendment includes APN 094-080-014 (241.80 acres) and portions of two other parcels, APN No. 094-080-002 (22.30 acres) and APN No. 094-090-001 (9.06 acres) (all as generally depicted on the attached ***Exhibit "A"*** and hereafter referred to as the "**Property**"). The Property is located south of West Leland Road and consists of a portion of the existing eighteen (18) hole golf course, outlying supporting structures and significant undeveloped property.

2. **Scope of Fourth Amendment to ENRA.** Since the City and Developer (the "**Parties**") first executed the ENRA, the First Amendment to the ENRA, the Second Amendment, and Third Amendment to the ENRA, the Parties have determined that their mutual interests would be best served by amending the ENRA to extend the negotiating period by an additional three (3) years in order to allow additional time to: (a) study the development potential of the Property; and/or (b) evaluate the potential for exchange of land and development potential between the Property and undeveloped lands owned by the Developer. To this end, the first paragraph of Section 1.2 of the ENRA is hereby amended to read as follows:

> Section 1.2 Negotiating Period. The negotiating period under this ENRA (the "Negotiating Period") shall be fifteen (15) years from the date of this ENRA, subject to extension as provided below. If, during the Negotiating Period, negotiations with the Developer have progressed sufficiently to the point where there is a draft Agreement that, in the judgment of the City Manager, warrants initiation or continuation of the environmental review process required by the California Environmental Quality Act ("CEQA"), then the City Manager may grant one extension of the Negotiating Period, but in no event shall such extension exceed six (6) months. The Developer understands that such extension in no way obligates the City to approve an Agreement at the end of the environmental review process.

3. The parties have also determined that clarification is needed to language in the ENRA related to the interest earned during the term of the ENRA. To this end, Section 1.4 of the ENRA is hereby amended to read as follows:

> Section 1.4 Good Faith Deposit. In consideration for the City's execution of this ENRA, the Developer has, prior to execution of this ENRA by the City, provided to the City a cash deposit of Two Thousand Dollars ($2,000; the 'Good Faith Deposit') of which One Thousand Dollars ($1,000) shall be retained by the City under any and all circumstances (the 'City Consideration'), and which One Thousand Dollars ($1,000) shall be disposed of as set forth in this ENRA (the 'Developer Deposit'). During the term of this ENRA, no interest will accumulate with the Good Faith Deposit.

4. **Continued Applicability of ENRA.** Except as specifically set forth herein, the ENRA shall continue in full force and effect.

5. **Possible Adjacent Non-Residential Development.** Developer acknowledges that City may wish to consult with one or more third parties regarding the possible development of adjacent parcels for non-residential uses. Developer agrees that City may initiate such consultations at no cost to Developer. City agrees it shall take no action that will adversely affect Developer's ability to proceed under this ENRA.

6. **Effective Date.** This Fourth Amendment shall be effective as of the date first written above.

WHEREFORE, the Parties have executed this Fourth Amendment to the ENRA on or as of the date first written above.

CITY:

CITY OF PITTSBURG,
a municipal corporation

By: _____
Name: GARRETT EVANS
Its: CITY MANAGER

DEVELOPER:

DISCOVERY BUILDERS, INC.,
a California corporation

By: _____
Name: Albert D. Seeno, III
Its: Chief Executive Officer

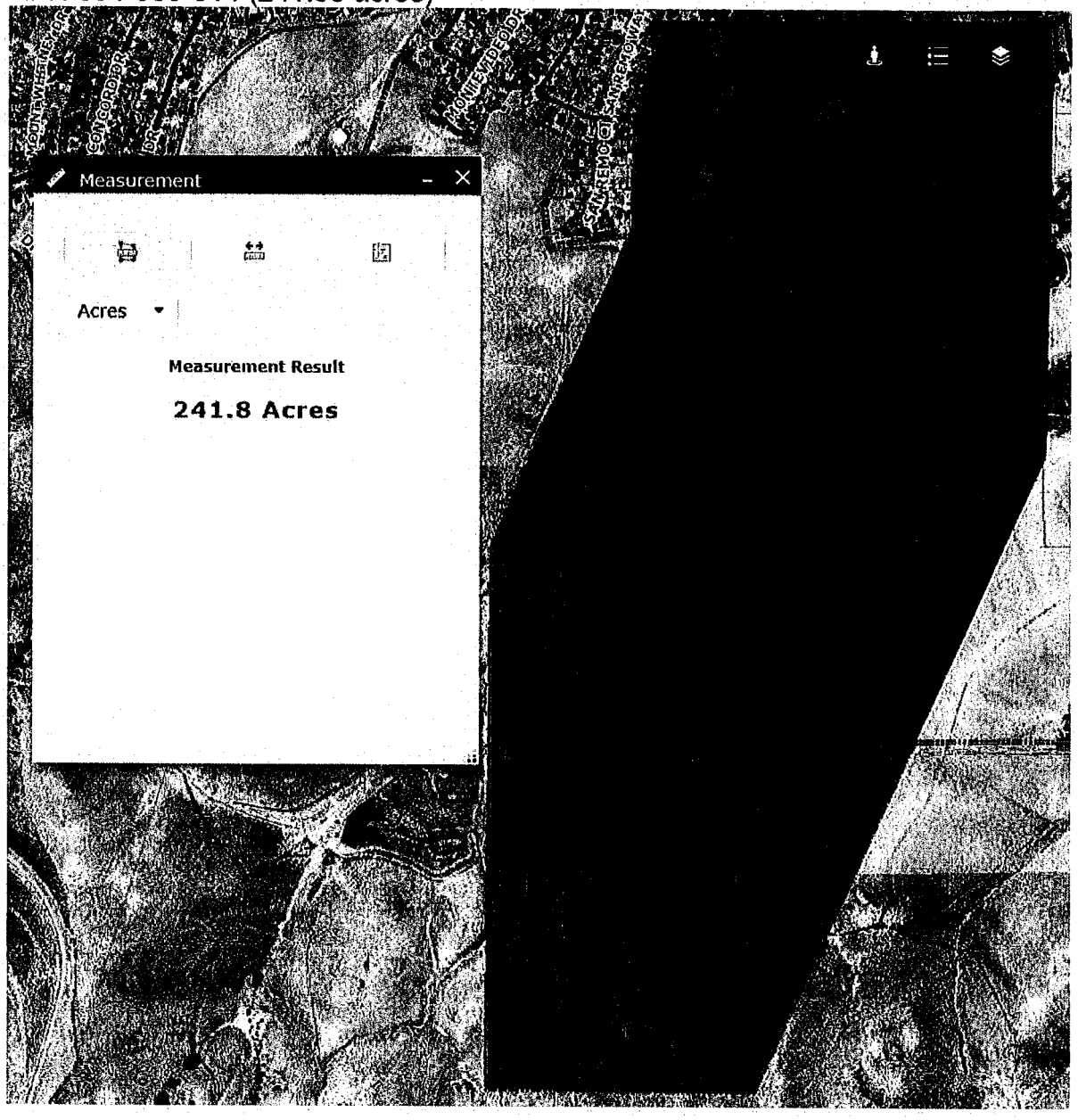
APPROVED AS TO FORM:

_____
Donna Mooney
City Attorney

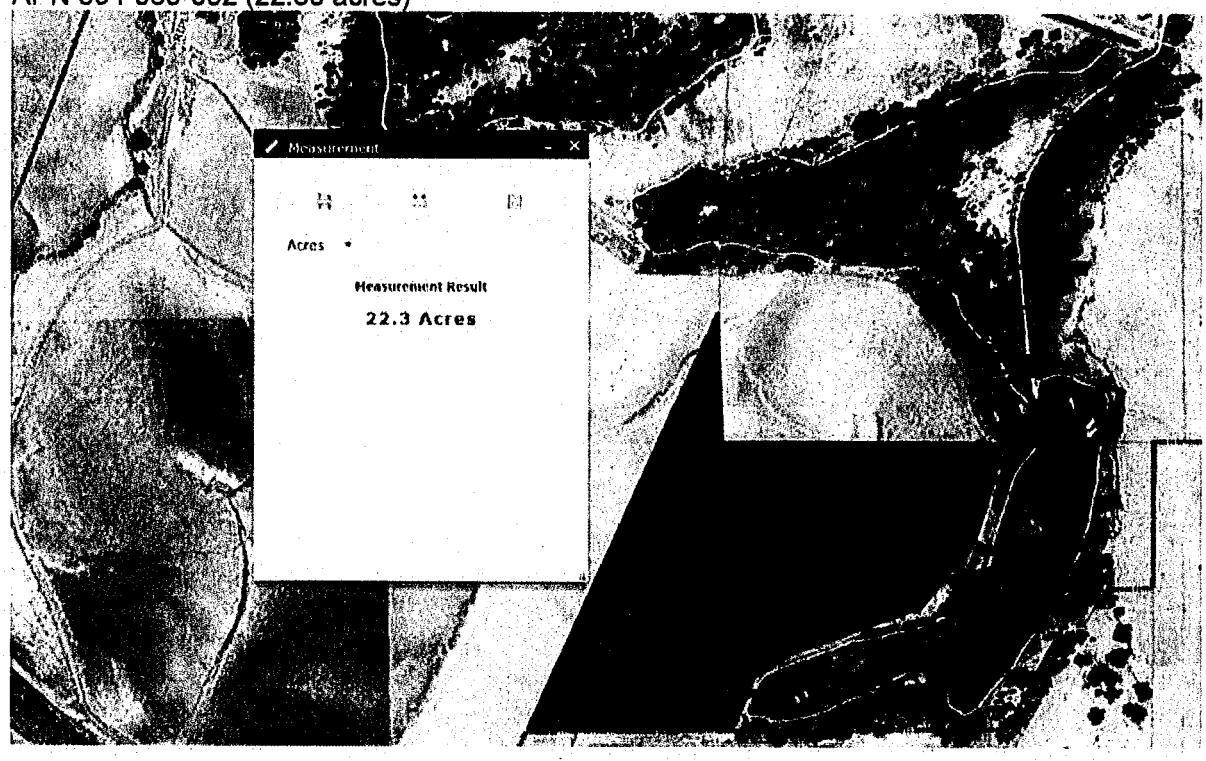
EXHIBIT A

DEPICTION OF THE PROPERTY

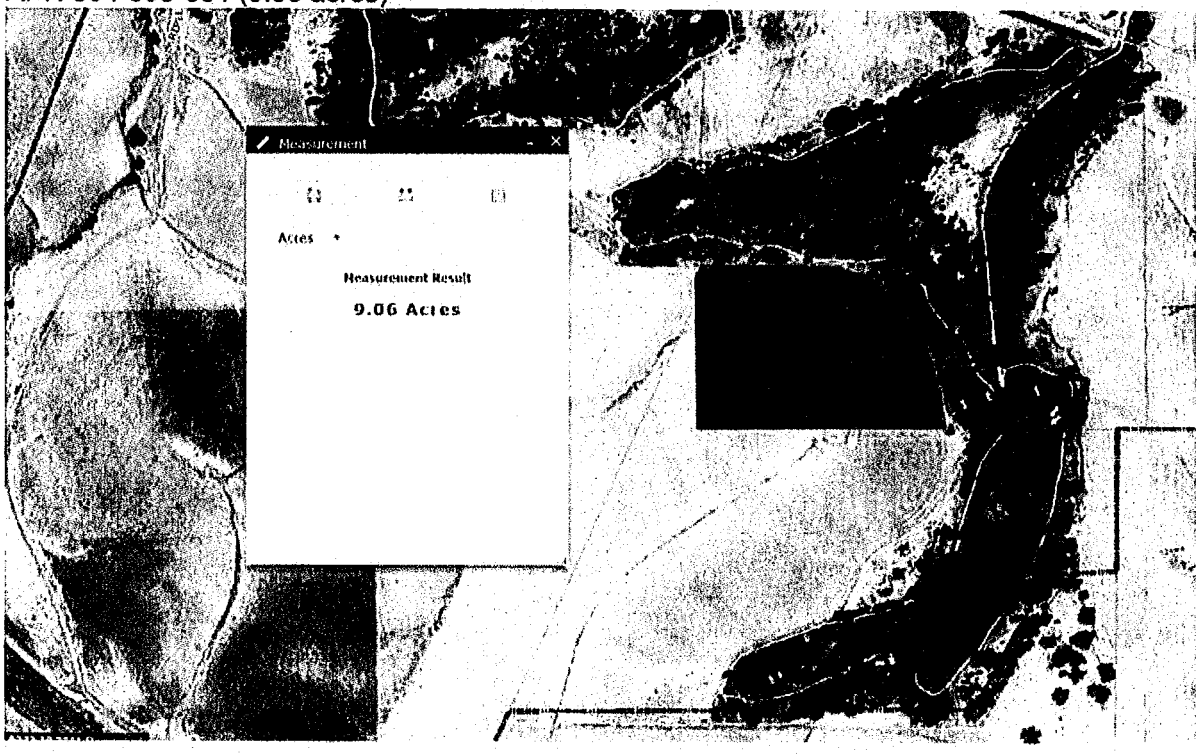
APN 094-080-014 (241.80 acres)



APN 094-080-002 (22.30 acres)



APN 094-090-001 (9.06 acres)



THIRD AMENDMENT TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Pittsburg Golf Course/Stoneman Park Site)

THIS THIRD AMENDMENT ("**Third Amendment**") to the 2008 Exclusive Negotiating Rights Agreement between the City of Pittsburg, a municipal corporation (the "**City**"), and Discovery Builders, Inc., a California corporation (the "**Developer**"), is made and entered into as of August 29, 2017, by and between the City and Developer on the terms and conditions set forth below.

1. Existing Exclusive Negotiating Rights Agreement. The City and Developer entered into an Exclusive Negotiating Rights Agreement ("**ENRA**") on December 15, 2008. The ENRA relates to certain real property in the City limits commonly known as the Pittsburg Golf Course and Stoneman Park. The property referenced by this Third Amendment includes APN 094-080-014 (241.80 acres) and portions of two other parcels, APN No. 094-080-002 (22.30 acres) and APN No. 094-090-001 (9.06 acres) (all as generally depicted on the attached Exhibit "A" and hereafter referred to as the "Property"). The Property is located south of West Leland Road and consists of a portion of the existing 18 hole golf course, outlying supporting structures, and significant undeveloped property.

2. Scope of Third Amendment to ENRA. Since the City and Developer (the "**Parties**") first executed the ENRA, the First Amendment to the ENRA, and the Second Amendment to the ENRA, the Parties have determined that their mutual interests would be best served by amending the ENRA to extend the negotiating period by an additional three years in order to allow additional time to: (a) study the development potential of the Property; and/or (b) evaluate the potential for exchange of land and development potential between the Property and undeveloped lands owned by the Developer. To this end, the first paragraph of Section 1.2 of the ENRA is hereby amended to read as follows:

> Section 1.2 Negotiating Period. The negotiating period under this ENRA (the "Negotiating Period") shall be twelve (12) years from the date of this ENRA, subject to extension as provided below. If, during the Negotiating Period, negotiations with the Developer have progressed sufficiently to the point where there is a draft Agreement that, in the judgment of the City Manager, warrants initiation or continuation of the environmental review process required by the California Environmental Quality Act ("CEQA"), then the City Manager may grant one extension of the Negotiating Period, but in no event shall such extension exceed six (6) months. The Developer understands that such extension in no way obligates the City to approve an Agreement at the end of the environmental review process.

3. Continued Applicability of ENRA. Except as specifically set forth herein, the ENRA shall continue in full force and effect.

4. Possible Adjacent Non-Residential Development. Developer acknowledges that City may wish to consult with one or more third parties regarding the possible development of adjacent parcels for non-residential uses. Developer agrees that City may initiate such consultations at no cost to Developer. City agrees it shall take no action that will adversely affect Developer's ability to proceed under this ENRA.

5. Effective Date. This Third Amendment shall be effective as of the date first written above.

WHEREFORE, the Parties have executed this Third Amendment to the ENRA on or as of the date first written above.

CITY:

CITY OF PITTSBURG,
a municipal corporation

By: _____
Name: Joe Sbranti
Its: City Manager

DEVELOPER:

DISCOVERY BUILDERS, INC.,
a California corporation

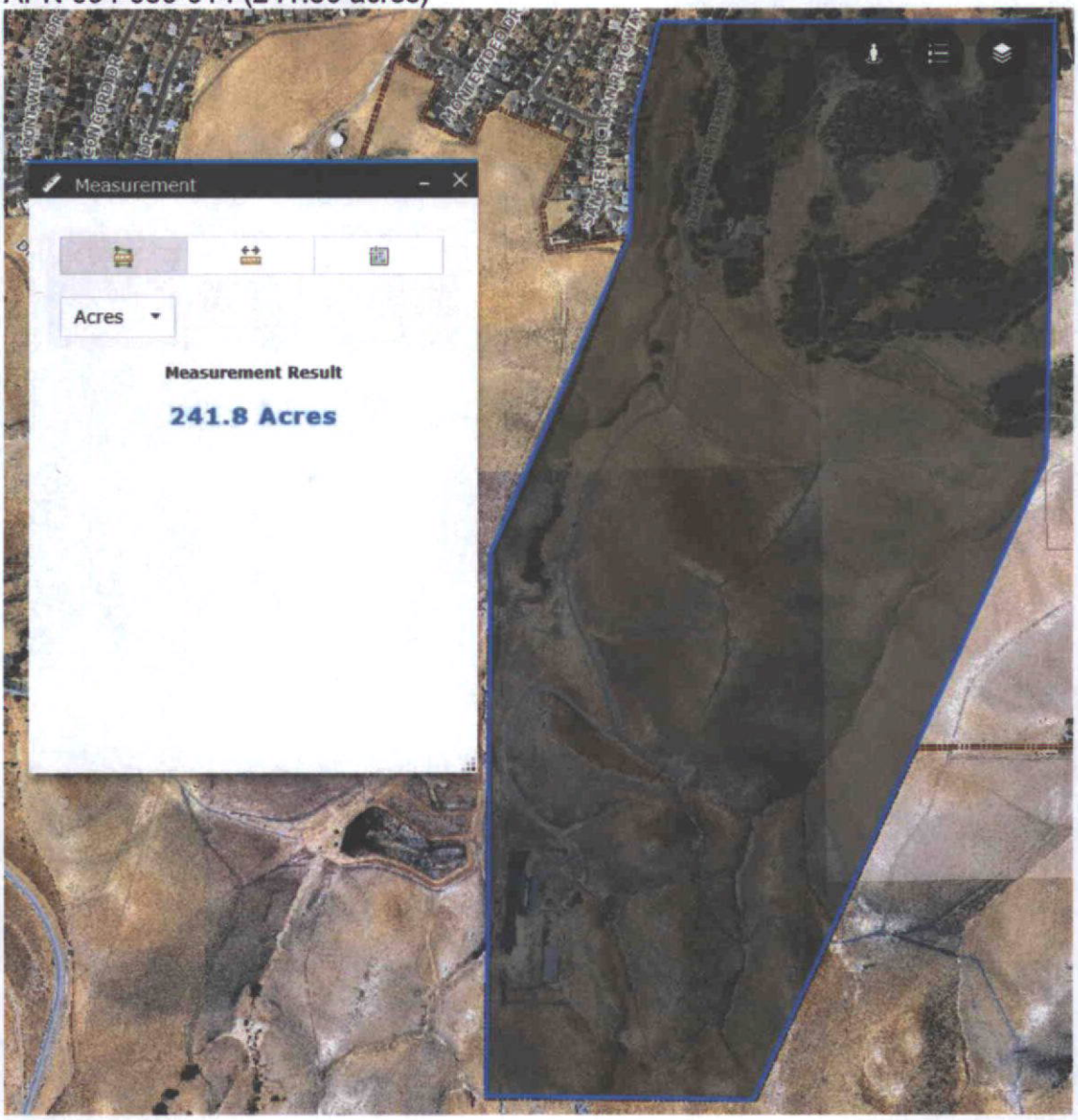
By: _____
Name: Albert D. Seeno, III
Its: Chief Executive Officer

APPROVED AS TO FORM:

_____
Ruthann G. Ziegler
City Attorney

Exhibit A
Property Included in ENRA

APN 094-080-014 (241.80 acres)



APN 094-080-002 (22.30 acres)



APN 094-090-001 (9.06 acres)



SECONDAMENDMENTTOTHE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Pittsburg Golf Course/Stoneman Park Site)

This Second Amendment ("Second Amendment") to the 2008Exclusive Negotiating Rights Agreement between the City of Pittsburg, a municipal corporation (the "City"), and Discovery Builders, Inc. (the "Developer"), is made and entered into as of NOV. 17, 2014, by and between the City and Developer on the terms and conditions set forth below.

1. Existing Exclusive Negotiating Rights Agreement

The City and Developer entered into an Exclusive Negotiating Rights Agreement (ENRA) on December 15, 2008. That Agreement relates to certain real property in the City limits commonly known as the Pittsburg Golf Course and StonemanPark, consisting of approximately 420 acres. This property is south of West Leland Road and consists of the existing 18 hole golf course, club house and outlying supporting structures, and significant undeveloped property.

2. Scope of Second Amendment to ENRA

Since the City and Developer ("the Parties") first executed the ENRA and First Amendment to the ENRA, the Parties have determined that their mutual interests would be best served by amending the ENRA to extend the negotiating period from six years to nine years, in order to allow additional time to: a) study the development potential of the Stoneman Park/Golf Course property; and b) evaluate the potential for exchange of land and development potential between the City-owned Stoneman Park/Golf Course property and undeveloped lands owned by the Developer.To this end, the first paragraph of Section 1.2 of the ENRA is hereby amended to read as follows:

> "Section 1.2 Negotiating Period. The negotiating period under this ENRA (the 'Negotiating Period') shall be nine (9) years from the date of this ENRA, subject to extension as provided below. If, during the Negotiating Period, negotiations with the Developer have progressed sufficiently to the point where there is a draft Agreement that, in the judgment of the City Manager, warrants initiation or continuation of the environmental review process required by the California Environmental Quality Act ('CEQA'), then the City Manager may grant one extension of the Negotiating Period, but in no event shall such extension exceed six (6) months. The Developer understands that such extension in no way obligates the City to approve an Agreement at the end of the environmental review process."

3. Continued Applicability of ENRA

Except as specifically set forth herein, the ENRA shall continue in full force and effect.

4. Effective Date
This Second Amendment shall be effective as of the date first written above.

WHEREFORE, the Parties have executed this Second Amendment to the ENRA on or as of the date first written above.

APPROVED AS TO FORM:

By: _____
Ruthann Ziegler
City Attorney

CITY:
City of Pittsburg, a municipal corporation

By: _____
Joe Sbranti
City Manager

DEVELOPER:
Discovery Builders, Inc.

By: _____
Albert D. Seeno, III
Title:

FIRST AMENDMENT TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Pittsburg Golf Course/Stoneman Park Site)

This First Amendment ("First Amendment") to the 2008 Exclusive Negotiating Rights Agreement between the City of Pittsburg, a municipal corporation (the "City"), and Discovery Builders, Inc. (the "Developer"), is made and entered into as of December 19, 2011, by and between the City and Developer on the terms and conditions set forth below.

1. Existing Exclusive Negotiating Rights Agreement

The City and Developer entered into an Exclusive Negotiating Rights Agreement (ENRA) on December 15, 2008. That Agreement relates to certain real property in the City limits commonly known as the Pittsburg Golf Course and Stoneman Park, consisting of approximately 420 acres. This property is south of West Leland Road and consists of the existing 18 hole golf course, club house and outlying supporting structures, and significant undeveloped property.

2. Scope of First Amendment to ENRA

Since the City and Developer ("the Parties") first executed the ENRA, the Parties have determined that their mutual interests would be best served by amending the ENRA to extend the negotiating period from three years to six years, in order to allow additional time to: a) study the development potential of the Stoneman Park/Golf Course property; and b) evaluate the potential for exchange of land and development potential between the City-owned Stoneman Park/Golf Course property and undeveloped lands owned by the Developer. To this end, the first paragraph of Section 1.2 of the ENRA is hereby amended to read as follows:

> "Section 1.2 Negotiating Period. The negotiating period under this ENRA (the 'Negotiating Period') shall be six (6) years from the date of this ENRA, subject to extension as provided below. If, during the Negotiating Period, negotiations with the Developer have progressed sufficiently to the point where there is a draft Agreement that, in the judgment of the City Manager, warrants initiation or continuation of the environmental review process required by the California Environmental Quality Act ('CEQA'), then the City Manager may grant one extension of the Negotiating Period, but in no event shall such extension exceed six (6) months. The Developer understands that such extension in no way obligates the City to approve an Agreement at the end of the environmental review process."

The Parties have also determined that clarification is needed of language in the ENRA related to the disposition of the Good Faith Deposit in the event that the ENRA terminates without an agreement for development of the Stoneman Park/Golf Course property. To this end, Section 1.4 of the ENRA is hereby amended to read as follows:

> "Section 1.4 Good Faith Deposit. In consideration for the City's execution of this ENRA, the Developer has, prior to execution of this ENRA by the City, provided to the City a cash deposit of Two Thousand Dollars ($2,000; the 'Good Faith Deposit'), of which One Thousand Dollars ($1,000) shall be retained by the City under any and all circumstances (the 'City Consideration'), and of which One Thousand Dollars ($1,000) shall be disposed of as set forth in this ENRA (the 'Developer Deposit'). During the term of this ENRA, the

City shall invest the Good Faith Deposit for purposes of earning interest thereon. If this ENRA is terminated without execution of an Agreement, the Developer Deposit and any interest earned thereon shall be refunded to the Developer. If the Parties execute a mutually acceptable Agreement, the Good Faith Deposit, and any interest earned thereon, shall be applied to the purchase price for the Site as more specifically set forth in the Agreement."

The Parties have further determined that submittal of a financial pro forma prior to concurrence on a preferred development plan for the Stoneman Park/Golf Course property would be premature, as the analysis in the pro forma would be affected by the residential unit count and acreage of land to be developed on the Stoneman Park/Golf Course property. To this end, Section 3.7 of the ENRA is hereby amended to read as follows:

"Section 3.7 Financial Pro forma Analysis. Within thirty (30) days after the City and Developer have reached concurrence on a preliminary development plan for the Project, which plan the Developer will subsequently submit with appropriate fees and applications for land use entitlements and CEQA compliance review, the Developer shall provide the City with a detailed financial pro forma for the Project containing, among other matters typically contained in such pro formas, a detailed development cost budget and a detailed operating income and expense estimate (excluding confidential or proprietary information) based on the current design concepts. The financial pro forma will be used to evidence the financial feasibility of the Project and to assist in the negotiations of any required financial assistance from the City."

3. Continued Applicability of ENRA

Except as specifically set forth herein, the ENRA shall continue in full force and effect.

4. Effective Date

This First Amendment shall be effective as of the date first written above.

WHEREFORE, the Parties have executed this First Amendment to the ENRA on or as of the date first written above.

APPROVED AS TO FORM:

By: _____
Ruthann Ziegler
City Attorney

CITY:
City of Pittsburg, a municipal corporation

By: _____
Joe Sbranti
City Manager

DEVELOPER:
Discovery Builders, Inc.

By: _____
Albert D. Seeno, III
President

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Pittsburg Golf Course/Stoneman Park Site)

This Exclusive Negotiating Rights Agreement (the "ENRA") is entered into as of December 15, 2008 (the "Effective Date") by and between the City of Pittsburg, a public body, corporate and politic (the "City"), and Discovery Builders, Inc. (the "Developer"), with reference to the following facts:

Recitals

A. The City is the owner of that certain real property in the City limits commonly known as the Pittsburg Golf Course and Stoneman Park consisting of approximately 420 acres. This property is south of West Leland Road and consists of the existing eighteen hole golf course, club house and outlying support structures, and significant undeveloped property.

B. Consistent with applicable law, the City wishes to process the land use entitlements necessary to allow the development of portions of the Site into a single-family detached residential development (the "Project"). The City shall process these entitlements consistent with the policies and standards of the City General Plan.

C. The City has selected the Developer as the master developer with which to negotiate terms for development of the Project. The purpose of this ENRA is to establish procedures and standards for the negotiation by the City and the Developer of an Agreement allowing for the acquisition by Developer of the Property and development of the Project thereon. As more fully set forth in Section 4.1, this ENRA in itself does not obligate the City to sell the Site or any portion thereof to the Developer, nor does this ENRA grant the Developer the right to purchase or develop the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

ARTICLE 1
EXCLUSIVE NEGOTIATING RIGHT

Section 1.1 Good Faith Negotiations. The City and the Developer shall negotiate diligently and in good faith, during the Negotiating Period described in Section 1.2, the terms of an Agreement for the acquisition and development of the Project. During the Negotiating Period, the parties shall use good faith efforts to accomplish the respective tasks outlined in Article 3 to facilitate the negotiation of a mutually satisfactory Agreement.

Among the issues to be addressed in the negotiations are land disposition and methodology and price for the Site, physical and title conditions of the Site, the development schedule for the Project, financing of the Project's development, marketing and management of the Project, design and aesthetic considerations of the Project, and the provision of public improvements related to the Project.

Section 1.2 Negotiating Period. The negotiating period under this ENRA (the "Negotiating Period") shall be three (3) years from the date of this ENRA, subject to extension as provided below. If, during the Negotiating Period, negotiations with the Developer have progressed sufficiently to the point where there is a draft Agreement that, in the judgment of the City Manager, warrants initiation or continuation of the environmental review process required by the California Environmental Quality Act ("CEQA"), then the City Manager may grant one extension of the Negotiating Period but in no event shall such extension exceed six (6) months. The Developer understands that such extension in no way obligates the City to approve an Agreement at the end of the environmental review process.

If an Agreement has not been executed by the Parties by the expiration of the Negotiating Period (or the Negotiating Period as extended by operation of the preceding paragraph), then this ENRA shall terminate and neither Party shall have any further rights or obligations under this ENRA except as set forth in Sections 1.4 and 3.4. The City acknowledges that any and all work produced by Developer during the Negotiating Period is the property of Developer and shall not be used by the City or disclosed to any third parties in the event of termination of this ENRA unless the Developer agrees in writing, in its sole discretion, to such use and disclosure in which case Developer shall be fully reimbursed all costs incurred in the preparation of such work (except such disclosure as required by the California Public Records Act, court order, discovery, or other legal process). Such reimbursement shall include Developer's direct costs for any documents including but not limited to original drawings, documents, models, photographs, studies, surveys, reports, data, notes, computer files, and other documents prepared, developed or discovered by the Developer during the Negotiating Period. If an Agreement is executed by the Parties, then upon such execution, this ENRA shall terminate and all rights and obligations of the Parties shall be as set forth in the executed Agreement.

Section 1.3 Exclusive Negotiations. During the Negotiating Period, the City shall not negotiate with any entity, other than the Developer, regarding sale or development of the Site or any portion thereof, or solicit or entertain bids or proposals to do so. This provision shall not preclude the City from providing copies of documents or information related to the Site in response to a request under the California Public Records Act or other applicable statutory provisions.

Section 1.4 Good Faith Deposit. In consideration for the City's execution of this ENRA, the Developer has, prior to execution of this ENRA by the City, provided to the City a cash deposit of Two Thousand Dollars ($2000) of which

Two Thousand Dollars ($2000) shall be retained by the City under any and all circumstances (the "City Consideration") and of which Two Thousand Dollars ($2000) shall be disposed of as set forth in this ENRA (the "Good Faith Deposit"). During the term of this ENRA, the City shall invest the Good Faith Deposit for purposes of earning interest thereon. If this ENRA is terminated without execution of an Agreement, the Good Faith Deposit and any interest earned thereon shall be refunded to the Developer. If the Parties execute a mutually acceptable Agreement, the Good Faith Deposit, and any interest earned thereon, shall be applied to the purchase price for the Site as more specifically set forth in the Agreement.

ARTICLE 2
THE DEVELOPER

Section 2.1 Identification of Developer Representatives. The Developer, its address, and its authorized representatives to negotiate the Agreement with the City are as follows:

Discovery Builders, Inc.
4061 Port Chicago Hwy.
Concord, CA 94520
Representatives: Albert D. Seeno, III

Section 2.2 Development Entity. The Developer shall make full disclosure to the City of all information pertinent to the ownership, control and financial capacity of the development entity that is proposed to serve as developer under the Agreement.

ARTICLE 3
NEGOTIATION/PRE-CONSTRUCTION TASKS

Section 3.1 Overview. During the Negotiating Period, the parties shall use reasonable good faith efforts to accomplish the pre-construction tasks set forth in this Article 3 and to accomplish the negotiation of a mutually acceptable Agreement. To facilitate negotiation of the Agreement, the parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 3 in a timeframe that will support achievement of these goals.

Section 3.2 Reports. The Developer shall provide the City with copies of all reports, studies, analyses, and similar documents, prepared or commissioned by the Developer with respect to this ENRA, the Site and the Project, promptly upon their completion. The City shall provide the Developer with copies of all reports, studies, analyses, and similar documents prepared or commissioned by the City with respect to this Agreement, the Site and the Project, promptly upon their completion. The Developer acknowledges that the City will need sufficient, detailed information about the proposed Project (including, without limitation the financial information described in Section 3.7) to make informed decisions about

the content and approval of the Agreement. Nothing in this Section 3.2 obligates the City to undertake any reports, studies, analyses or similar documents or to pay Developer for any reports, studies, analyses, and similar documents which it prepares or commissions except as provided in Section 1.2 and 3.4.

Section 3.3 Planning Approvals. The Developer acknowledges that the Project requires approvals and entitlements from the City (the "Planning Approvals"). During the Negotiating Period, the Developer shall submit site plans and designs for the Project to the City and the appropriate City departments for their informal review. The Developer understands that a formal application for the Planning Approvals would not occur until after the execution of an Agreement, and that such application for and issuance of the Planning Approvals will be a prerequisite to the City's disposition of the Site under any Agreement.

Section 3.4 Environmental Review. If requested by the City, the Developer shall prepare at its sole cost, and submit to the City such plans, specifications, drawings, and other information, as specified by the City, that are reasonably necessary to perform the environmental review process required by CEQA for the Project, and the Developer shall pay for all environmental documentation and processing required by CEQA including, but not limited to, staff and consultant time, preparation of plans, specifications, drawings and other information. The City acknowledges that any and all work produced by Developer during the Negotiating Period is the property of Developer and shall not be used by the City or disclosed to any third parties (except as required by the California Public Records Act, court order, discovery, or other legal process) in the event of termination of this ENRA unless the Developer agrees in writing, in its sole discretion, to such use and disclosure in which case Developer shall be fully reimbursed all costs incurred in preparing the environmental documentation hereunder.

Section 3.5 Utilities. The Developer shall consult with the utility companies serving the area of Site to determine if existing utility facilities require expansion, relocation or underground installation in connection with development of the Project. The City shall assist and cooperate with the Developer in such consultations.

Section 3.6 Purchase Price for the Site. The City and the Developer shall seek to agree upon the purchase price for the Site, and the nature, timing and cost of other City assistance to the Project, if any.

Section 3.7 Financial Proforma Analysis. Within one hundred twenty (120) days after the date of this ENRA, the Developer shall provide the City with a detailed financial proforma for the Project containing, among other matters typically contained in such proformas, a detailed development cost budget and a detailed operating income and expense estimate (excluding confidential or proprietary information) based on the current design concepts. The financial

proforma will be used to evidence the financial feasibility of the Project and to assist in the negotiations of any required financial assistance from the City.

Section 3.8 Progress Reports. Upon reasonable notice, as from time to time requested by the City, the Developer shall make oral or written progress reports advising the City on studies being made and matters being evaluated by the Developer with respect to this ENRA and the Project.

ARTICLE 4
GENERAL PROVISIONS

Section 4.1 Limitation on Effect of Agreement. This ENRA shall not obligate either the City or the Developer to enter into an Agreement or to enter into any particular Agreement. by execution of this ENRA, the City is not committing itself to or agreeing to undertake acquisition, disposition, or exercise of control over any Site or any portion of the Site. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City Council action the final discretion and approval regarding the execution, if any, of an Agreement and all proceedings and decisions in connection therewith. Any Agreement resulting from negotiations pursuant to this ENRA shall become effective only if and after such Agreement has been considered and approved by the City Council of the City, following conduct of all legally required procedures.

Section 4.2 Notices. Formal notices, demands and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, with signature required, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

Agency: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Manager

Developer: Discovery Builders, Inc.
4061 Port Chicago Hwy.
Concord, CA 94520
Attn: Albert D. Seeno, III

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 4.3 Waiver of Lis Pendens. It is expressly understood and agreed by the parties that no lis pendens shall be filed against the Site, or any portion of the Site, with respect to this ENRA or any dispute or act arising from it.

Section 4.4 Costs and Expenses. Except as otherwise specified herein, each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this ENRA, and the performance of each party's obligations under this ENRA.

Section 4.5 No Commissions. The City shall not be liable for any real estate commissions or brokerage fees that may arise from this ENRA or any Agreement that may result from this ENRA. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and the Developer shall indemnify, defend and hold the City harmless from any claims by any broker, agent or finder retained by the Developer.

Section 4.6 Default and Remedies.

(a) Default. Failure by either party to negotiate in good faith as provided in this ENRA shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the City, the Developer's sole remedy shall be to terminate this ENRA. Following such termination, neither party shall have any further right, remedy or obligation under this ENRA; provided, however, the Developer's indemnification obligation pursuant to Section 4.4, and the Developer's right to be refunded, and the City's entitlement to retain, a portion of the Good Faith Deposit pursuant to Section 1.4 shall survive such termination.

In the event of an uncured default by Developer, the City's sole remedy shall be to terminate this ENRA. Following such termination, neither party shall have any right, remedy or obligation under this ENRA; provided, however, that the Developer's obligation to turn over work pursuant to Section 3.2, the Developer's indemnification obligation pursuant to Section 4.4, and the Developer's right to be refunded, and the City's entitlement to retain, a portion of the Good Faith Deposit pursuant to Section 1.4 shall survive such termination.

Except as expressly provided above, neither party shall have any liability to the other for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this ENRA. Each party specifically waives and releases any such rights or claims they may otherwise have at law or in equity.

Section 4.7 Assignment. The Developer may not transfer or assign any or all of its rights or obligations hereunder except with the prior written consent of the City, which consent shall be granted or withheld in the City's sole discretion, and any such attempted transfer or assignment without the prior written consent of City shall be void.

Section 4.8 No Third Party Beneficiaries. This ENRA is made and entered into solely for the benefit of the City and the Developer and no other person shall have any right of action under or by reason of this ENRA.

Section 4.9 Construction of Agreement. Each party to this ENRA has had an equal opportunity to consult with its attorneys. Therefore, the usual construction of an agreement against the drafting party shall not apply to this ENRA.

Section 4.10 Governing Law; Venue. This ENRA shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Contra Costa County, California.

Section 4.11 Entire Agreement. This ENRA constitutes the entire agreement of the parties regarding the subject matters of this ENRA.

Section 4.12 Counterparts. This ENRA may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 4.13 Authority to Execute. The undersigned represent and warrant they are each duly authorized to execute this ENRA on behalf of the respective party and to take the actions necessary to perform hereunder without the need to seek further authorization from the entity each represents.

WHEREFORE, the parties have executed this ENRA on or as of the date first above written.

APPROVED AS TO FORM

By: _____
Ruthann Ziegler
City Attorney

CITY:
City of Pittsburg, a municipal corporation

By: _____
Marc S. Grisham
City Manager

DEVELOPER:
Discovery Builders, Inc.

By: _____
Albert D. Seeno III
Title:

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 an Ordinance Amending the Zoning Map for the LMK Petro Project from RS-6 to CC and adopting specific land use and development regulations.

MEETING DATE: November 6, 2023

EXECUTIVE SUMMARY

On October 2, 2023, the City Council held a public hearing on the appeal by Shashi Sharma of the Planning Commission's Determination to Not Recommend for City Council Approval of the LMK Petro Project. The Council voted 3-0-1 to introduce and waive further reading of Ordinance No. 23-1511, to change the zoning of the property for the LMK Petro Project from RS-6 to CC and adopt specific land use and development regulations.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions are anticipated with this project. There is no fiscal impact associated with the recommended action.

RECOMMENDATION

City Council move to adopt Ordinance No. 23-1511, approving amendments to change the zoning of the property for the LMK Petro Project from RS-6 to CC and adopting specific land use and development regulations.

BACKGROUND

On October 2, 2023, the City Council held a public hearing, and introduced and waived further reading of Ordinance No. 23-1511 (Amending Title 18 of the PMC related the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to change the zoning of the property for the LMK Petro Project from RS-6 to CC and adopting specific land use and development regulations, with no further changes.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

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. 23-1511
   Exhibit D – Zoning Map Amendment

Prepared by: Maurice Brenyah-Addow, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Zoning Designations from RS-6 to CC and adopting specific land use and development regulations for the "LMK Petro Project"	)))))	ORDINANCE NO. 23-

WHEREAS, on September 15, 2016, Shashi Sharma, on behalf of LMK Petro, filed Planning Application No. 16-1189, requesting approval of: 1) General Plan Amendment (GP) to change the site's land use designation from Low Density Residential (LDR) to Community Commercial (CC); 2) Rezone from Residential Single-Family 6,000 Square Foot (sq. ft.) Minimum Lot Size (RS-6) to Community Commercial (CC); 3) Use Permit pursuant to CC zoning regulations to allow for the operation of a gas station with a convenience store with ABC license to sell beer and wine, and car wash, as accessory uses on the project site; and 4) Design Review for new construction. The project has undergone several reviews by staff and was also presented to the Planning Commission at a study session on August 8, 2017; and

WHEREAS, the proposed project is governed by the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC); and

WHEREAS, pursuant to PMC section 17.16.100, an applicant may request that two or more applications for separate discretionary approvals, including zoning amendments under Title 18 of this Code, requested, or required in conjunction with a project be consolidated; and

WHEREAS, the project is subject to the California Environmental Quality Act ("CEQA") (Public Resources Code 21000-21189) and the State CEQA guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387); and

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

WHEREAS, on October 24, 2022, a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was distributed to the public for a 30-day review, in accordance with CEQA Guidelines section 15105(b). Public distribution of the NOI consisted of delivery to the County Clerk's Office, posting on the City's website, and on November 10, 2022,

direct mailing to all interested parties and owners/occupants of the properties directly contiguous with the project, in accordance with CEQA Guidelines section 15072; and

WHEREAS, on or prior to December 2, 2022, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a "Notice of Public Hearing" for the December 13, 2022, 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 December 2, 2022. The notice was also posted on www.nextdoor.com ("Nextdoor"); and

WHEREAS, on December 13, 2022, the Planning Commission considered the Initial Study prepared for the project and held a public hearing on Planning Application No. AP 16-1189 (GP, RZ, UP, DR), at which time oral and/or written testimony was considered; and

WHEREAS, On December 13, 2022, the Planning Commission voted 4-1-1 to adopt Resolution No. 10214 and not recommend to the City Council the adoption of an Initial Study and Mitigated Negative Declaration for a General Plan Map and Zoning Map Amendment, as proposed, and approval of the LMK Petro Use Permit and Design Review applications for an Automobile Service Station with an Automated Car Wash, and Convenience Store with alcoholic beverage sales for "LMK Petro, AP-16-1189 (GP, RZ, UP, DR)."

WHEREAS, on December 22, 2022, Shashi Sharma, on behalf of LMK Petro, pursuant to PMC 18.18.969 filed an appeal of the Planning Commission's determination; and

WHEREAS, on or prior to September 22, 2023, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a "Notice of Public Hearing" for the October 2, 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 September 22, 2023. The notice was also posted on www.nextdoor.com ("Nextdoor"); and

WHEREAS, in accordance with PMC section 18.48.050, before adoption of an ordinance, the City Council shall make findings that the proposed regulation or map

amendment is consistent with the policies of the General Plan and notice and hearing provisions of this title; and

WHEREAS, documents and other materials constituting the record of the proceedings upon which the City's decision and its findings are based, are located at the City of Pittsburg Planning Division; and

WHEREAS, on October 2, 2023, the City Council held a duly-noticed public hearing on the appeal by Shashi Sharma of the Planning Commission's Determination to Not Recommend for City Council Approval of the LMK Petro Project; AP-16-1189 (GP, RZ, UP, DR).

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

Section 1. Findings

A. Based on the City Council Staff Report dated August 7, 2022, and entitled, "Public Hearing on Appeal of the Planning Commission's Decision to Not Recommend City Council Adoption of an Initial Study and Mitigated Negative Declaration for a General Plan Map and Zoning Map Amendment, as Proposed, and Approval of the LMK Petro Use Permit and Design Review Applications for an Automobile Service Station with an Automated Car Wash, and Convenience Store with Alcoholic Beverage Sales for LMK Petro; Adoption of Three City Council Resolutions for: 1) Adoption of a Initial Study and Mitigated Negative Declaration prepared pursuant to the California Environmental Quality Act 2) Mitigation Monitoring and Reporting Program, and 3) General Plan Amendment; and Introduction and Waive First reading of One City Council Ordinance Amending the Zoning Map for the LMK Petro Project, AP-16-1189 (GP, RZ, UP, DR)", and based on all written and oral testimony presented at the meeting, the City Council finds that:

    1. The Mitigated Negative Declaration adopted for this project was prepared in compliance with Public Resources Code section 21000 et seq.

    2. A Mitigation and Monitoring Reporting Program was prepared in compliance with CEQA.

Zoning Map Amendment

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

        a. It will facilitate development on an infill site, thereby helping the City maintain a compact urban form (Goal 2-G-1).

b. It will incentivise the use of infill land and revitalize an underutilized site (Goal 2-G-6).

c. It will maintain views of the southern hills (2-P-70).

d. It will allow development in an area where public facilities and infrastructure are already available (Policy 3-P-1).

e. It meets Goals 2-G-1, 2-G-6, 3-G-4, 3-P-1, 4-P-3, and 12-G-1, as it is an infill development located on an underutilized site, on a site that is currently served by public facilities and infrastructure, that complies will all required development standards and expected to serve communities in the Buchanan Planning Subarea.

4. Attracting more businesses to further economic development in the City directly addresses a major community need.

5. The requested zoning map amendment will be in conformity with the public convenience, general welfare, and good zoning practice, in that it will facilitate improvement of an underutilized site and provide automobile servicing, cleaning and convenience sales and services to the surrounding community.

Section 2. Decision

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

1) Amends the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to change the zoning of the property for the LMK Petro Project from RS-6 to CC and adopting specific land use and development regulations, as substantially presented in “Exhibit D” of this ordinance.

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 meeting of the City Council of the City of Pittsburg held on October 2, 2023, and was adopted and ordered published at a meeting of the City Council held on November 6, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

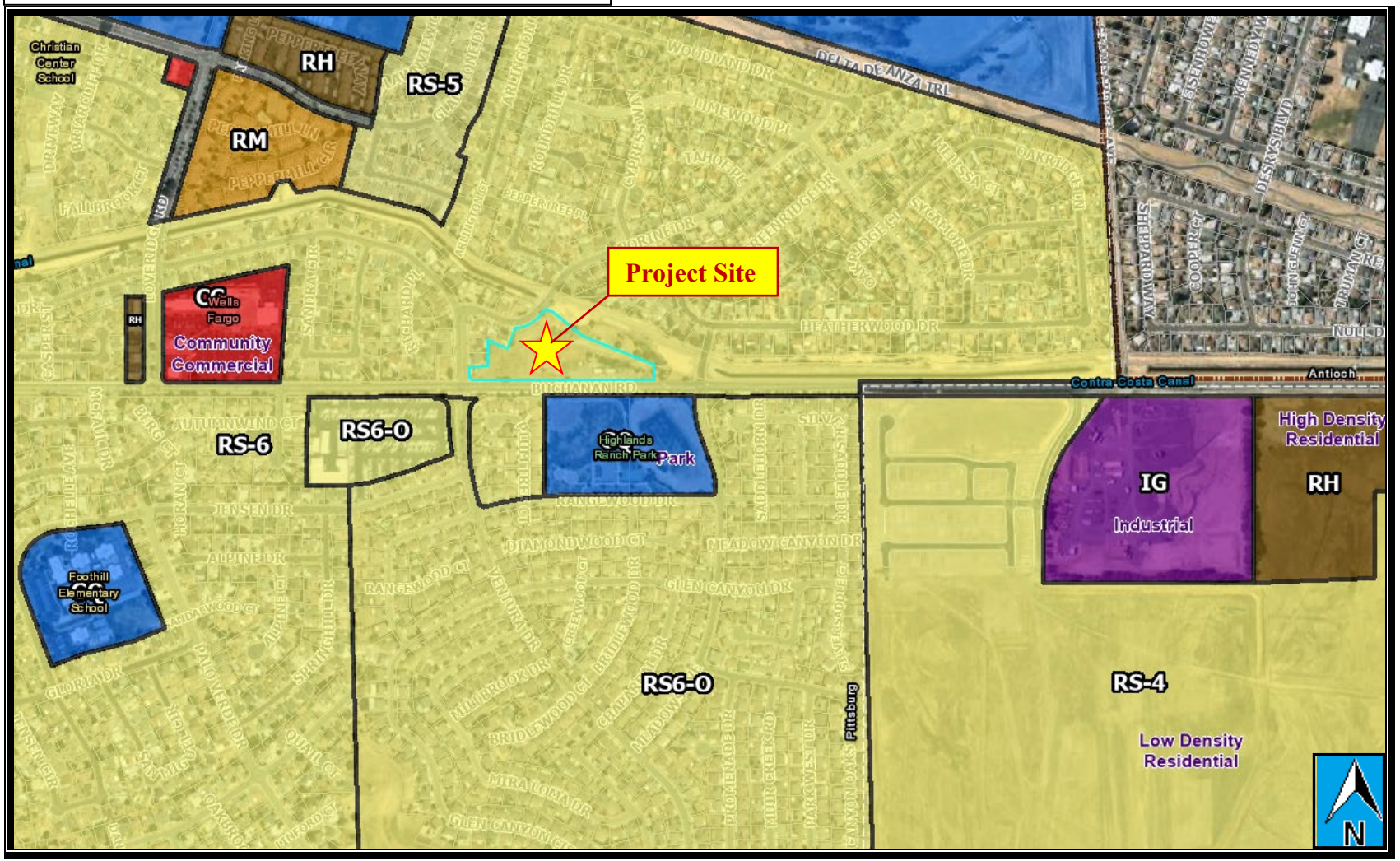
ABSENT:

_____
Shanelle Scales-Preston, Mayor

ATTEST:

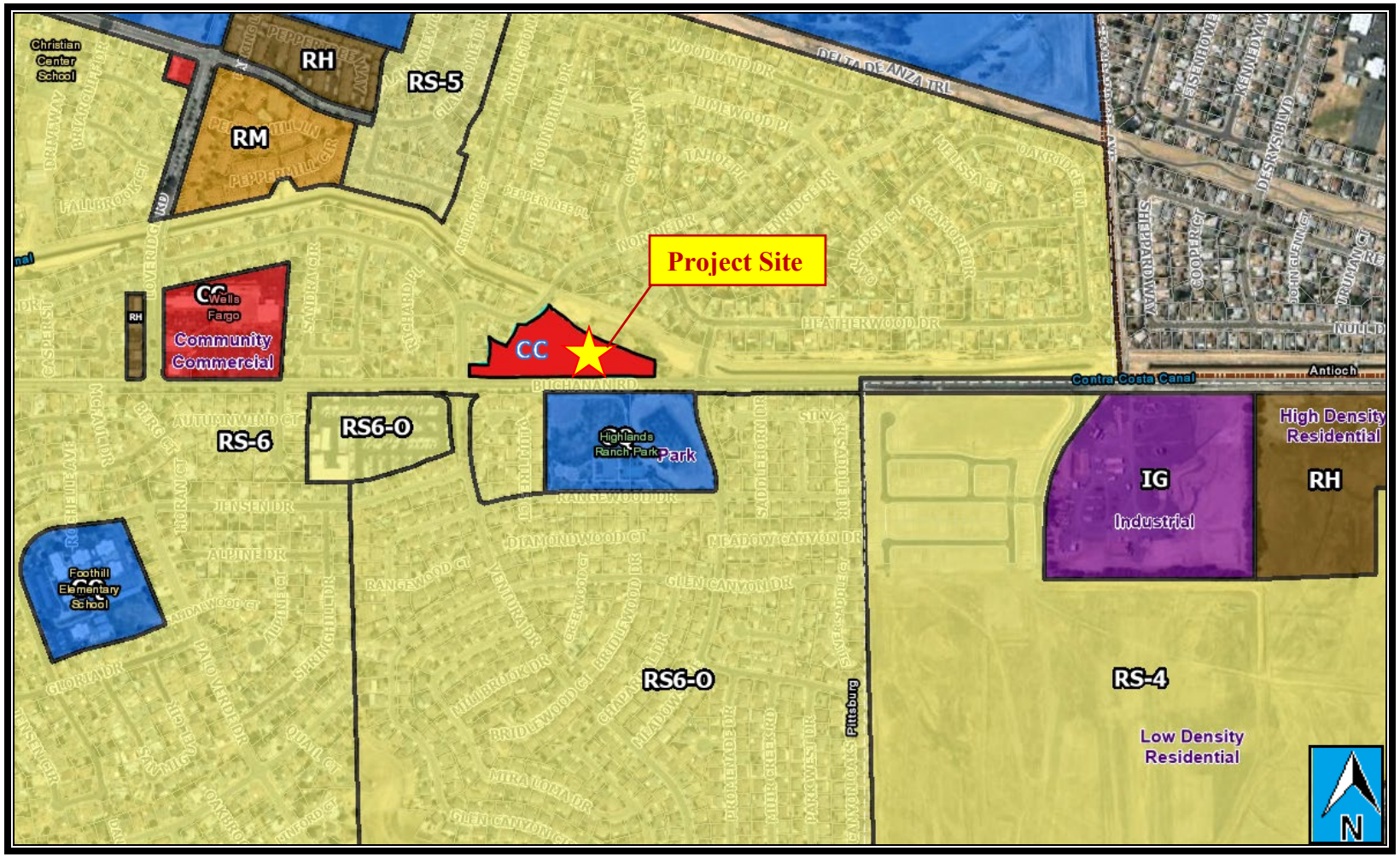
_____
Alice E. Evenson, City Clerk

Fig. 1: Existing Zoning Districts



Community Commercial
Government & Quasi Public
General Industrial
High Density Residential
Medium Density Residential
Low Density Residential

Fig. 2: Proposed Zoning Change



CC - Community Commercial
GQ – Government & Quasi Public
IG - General Industrial
RH- High Density Residential
RM - Medium Density Residential
RS - Low Density Residential

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

MEMO: November 6, 2023

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

RE: Adoption 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

EXECUTIVE SUMMARY

On October 2, 2023, the City Council held a public hearing on a City-initiated request for adoption 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. The City Council introduced and waived further reading of two Ordinances approving the Objective Design Standards 2023 Project. The Ordinance is now ready for City Council adoption.

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 move to adopt two Ordinances approving a Zoning Map Amendment and a Zoning Text Amendment for Objective Design Standards 2023.

BACKGROUND

On May 9, 2023, the Planning Commission held a public hearing and unanimously adopted Resolution No. 10229, recommending City Council approval of the Project. On October 2, 2023, the City Council held a public hearing and introduced and waived further reading of two Ordinances to approve a Zoning Amendment and a Map Amendment for the Objective Design Standards 2023 Project.

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 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

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 Adding Article XXI of Chapter 18.84 to the Pittsburg 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)

Prepared by: Kelsey Gunter, Associate Planner

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	)	ORDINANCE NO. 23-
Pittsburg Municipal Code	)	

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 October 2, 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 October 2, 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 Pittsburg.

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 October 2, 2023, and was adopted and ordered published at a meeting of the City Council held on November 6, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Shanelle Scales-Preston, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk









Objective Design Standards 2023

Final Draft

July 2023

OPTICOS

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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 Pittsburg 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 Pittsburg Objective Design Standards), shall hereafter be referred to as the "ODS." The ODS implements the City of Pittsburg's General Plan vision through the application of ODS zones and standards that reflect a context-specific approach based upon the City of Pittsburg'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 Pittsburg 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 Pittsburg 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 of 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)

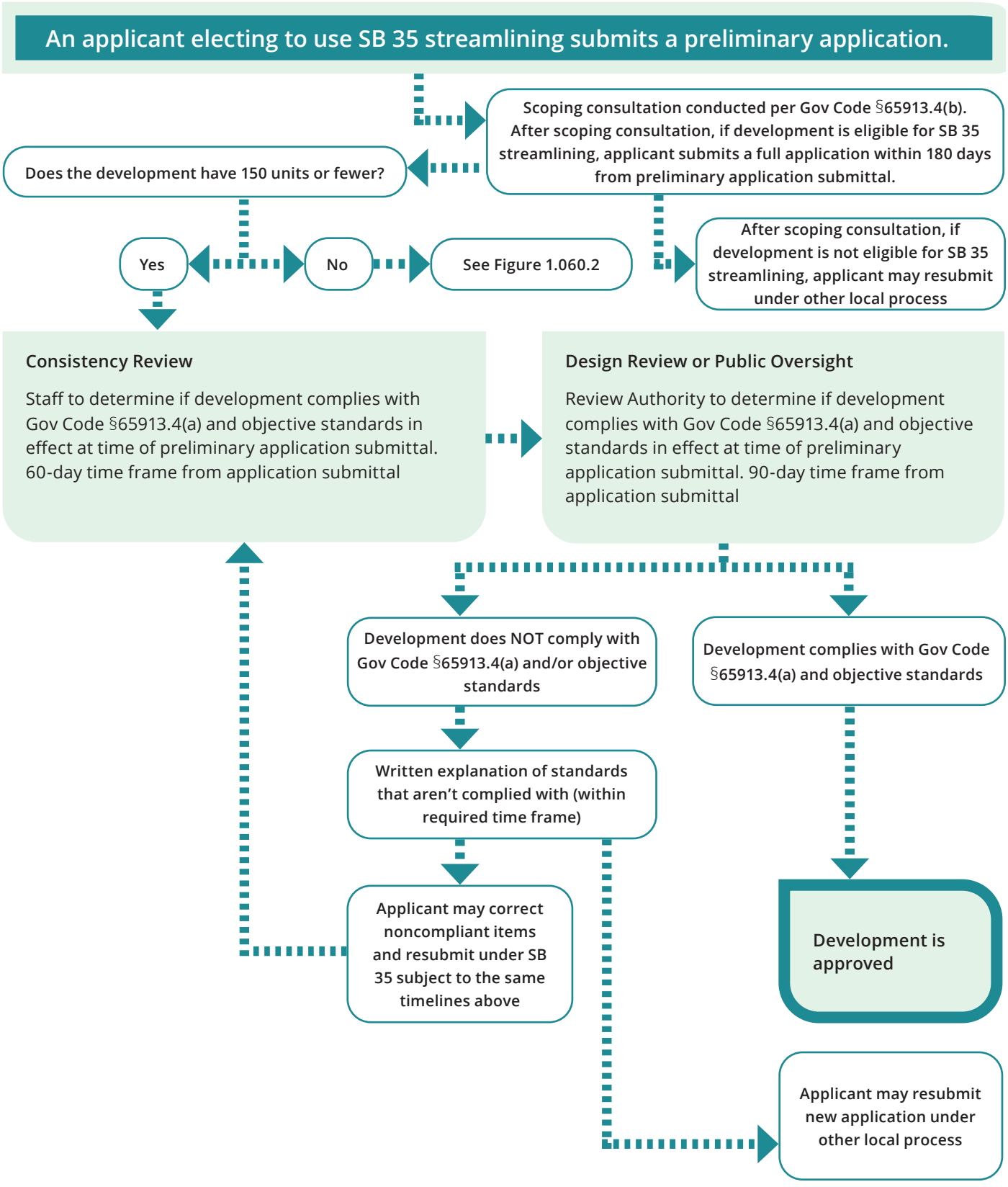


Figure 1.060.B: Process for Developments Eligible for Senate Bill 35 Streamlining with 151 units or More (Government Code §65913.4)

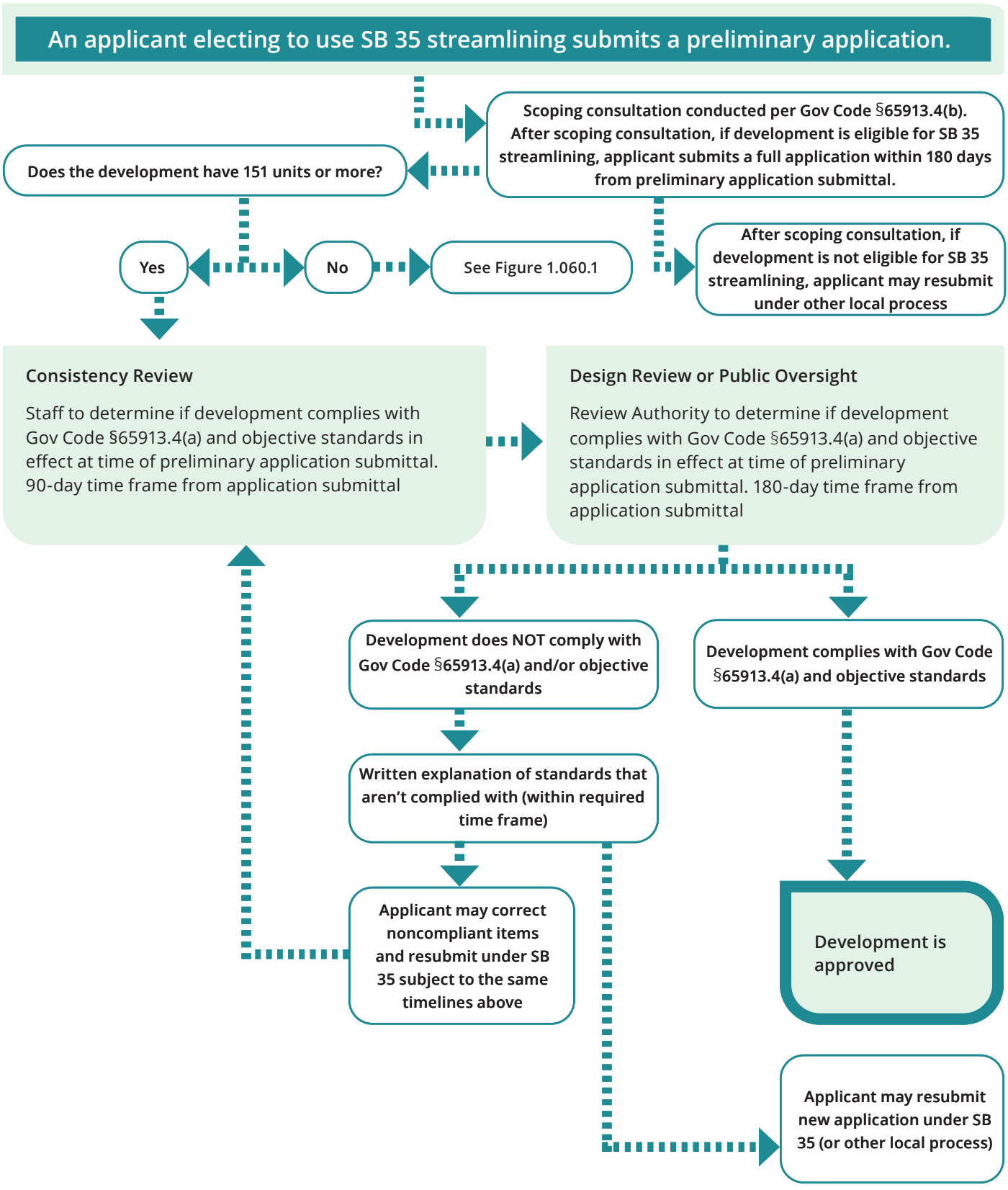
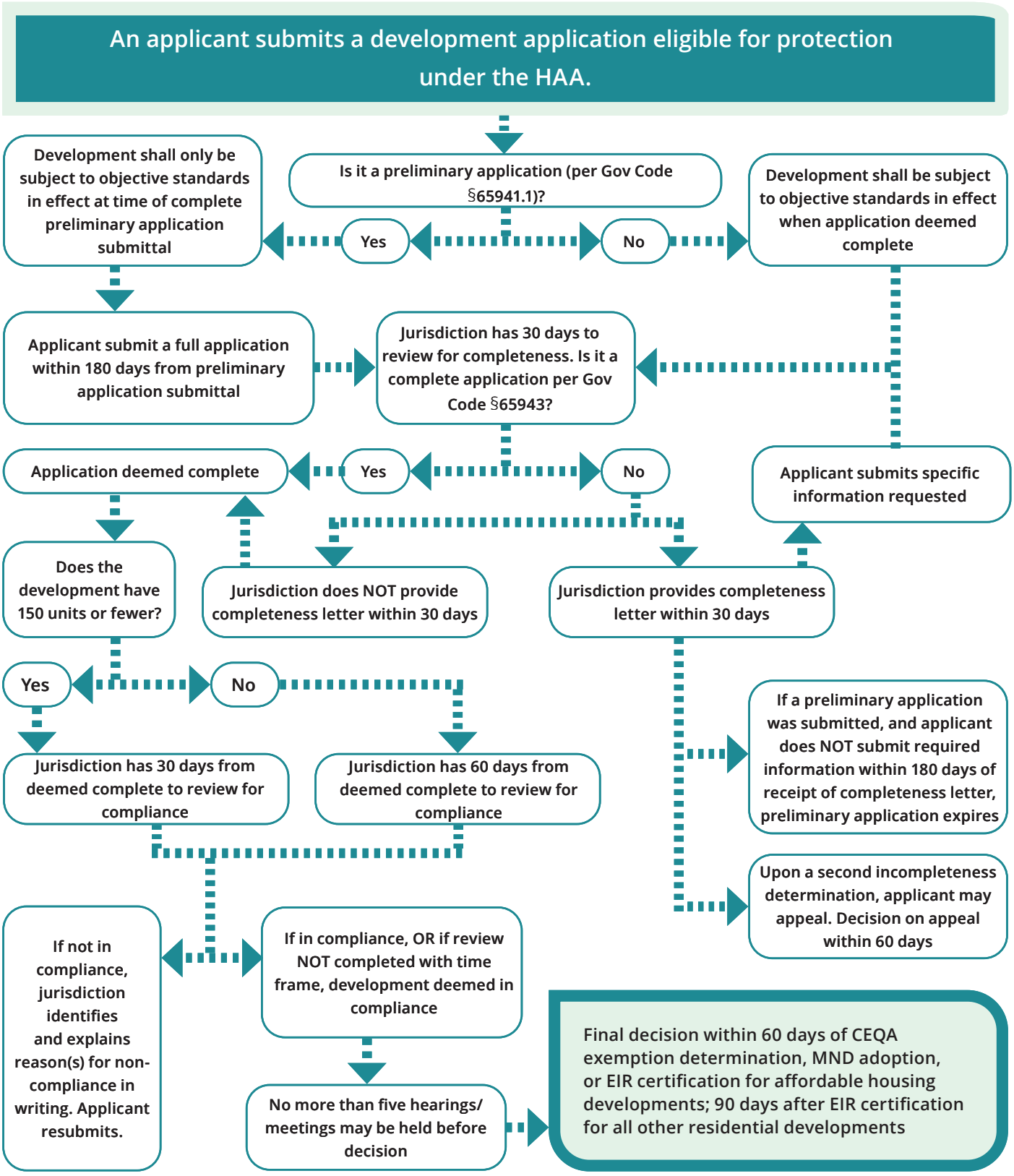


Figure 1.060.C: Process for Developments Eligible for Housing Accountability Act (HAA) Protection (Government Code §65589.5)



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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 Pittsburg 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

T3N
T4N
T4MS
T5N
T5MS
Large Site > 5 ac and > 800 ft wide
Large site > 20 ac
Zones where ODS do not apply
BART Station
BART Line
BART Pedestrian Walkshed
RASP
BayPoint Master Plan

Figure 2.020.2 ODS Overlay Map - Area 1

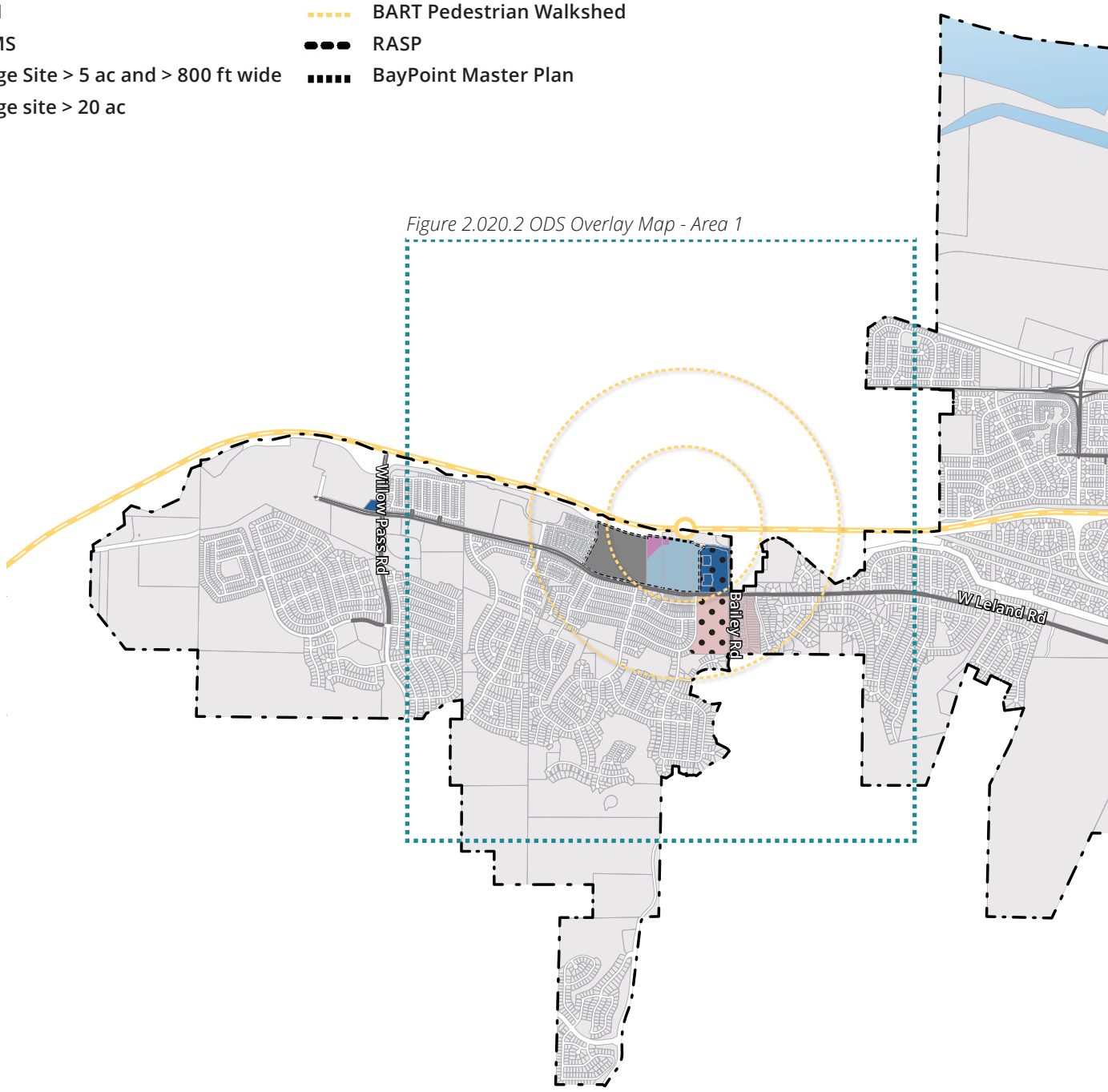


Figure 2.020.3 ODS Overlay Map - Area 2

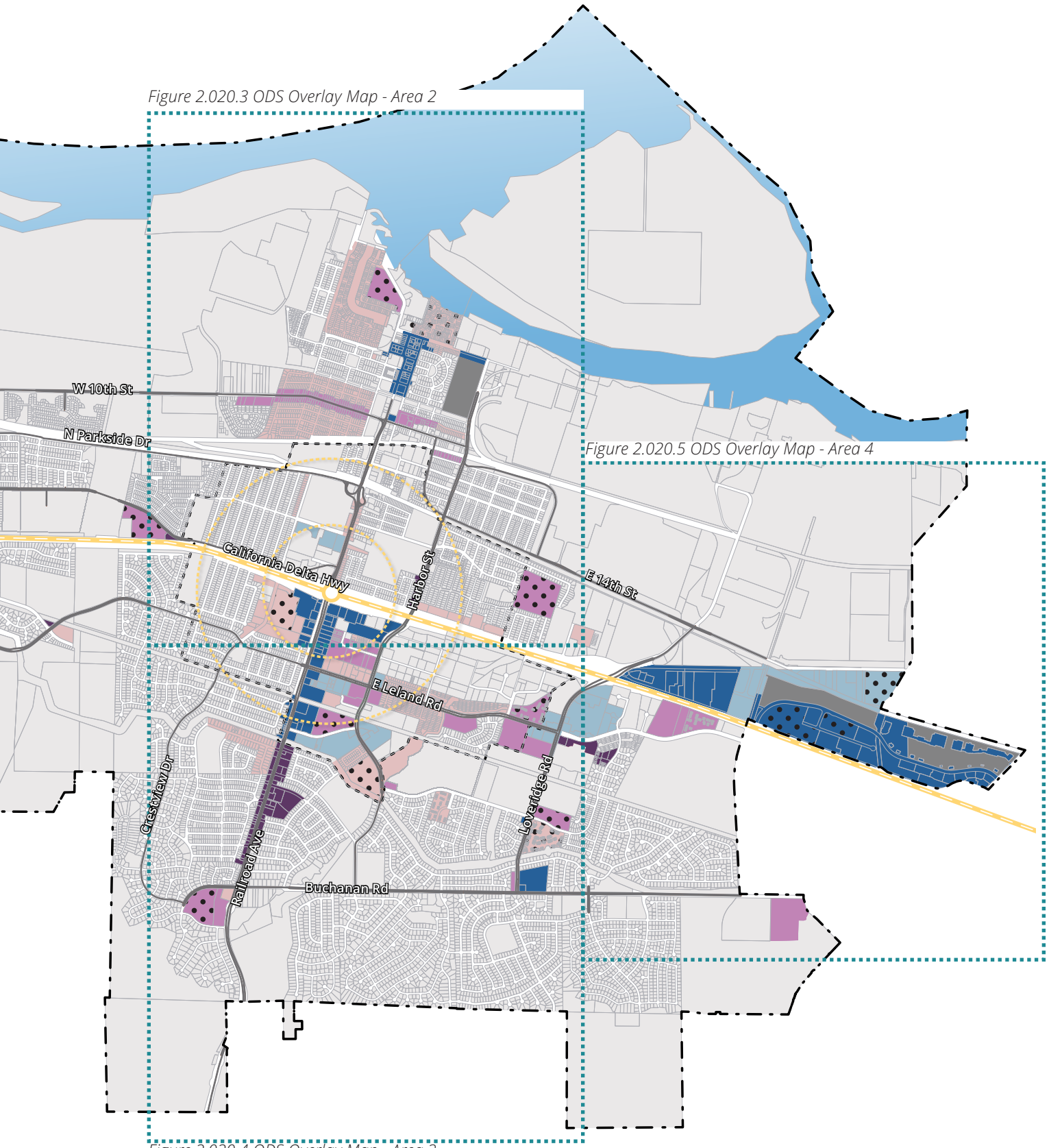


Figure 2.020.5 ODS Overlay Map - Area 4

Figure 2.020.4 ODS Overlay Map - Area 3

Figure 2.020.2 ODS Overlay Map - Area 1

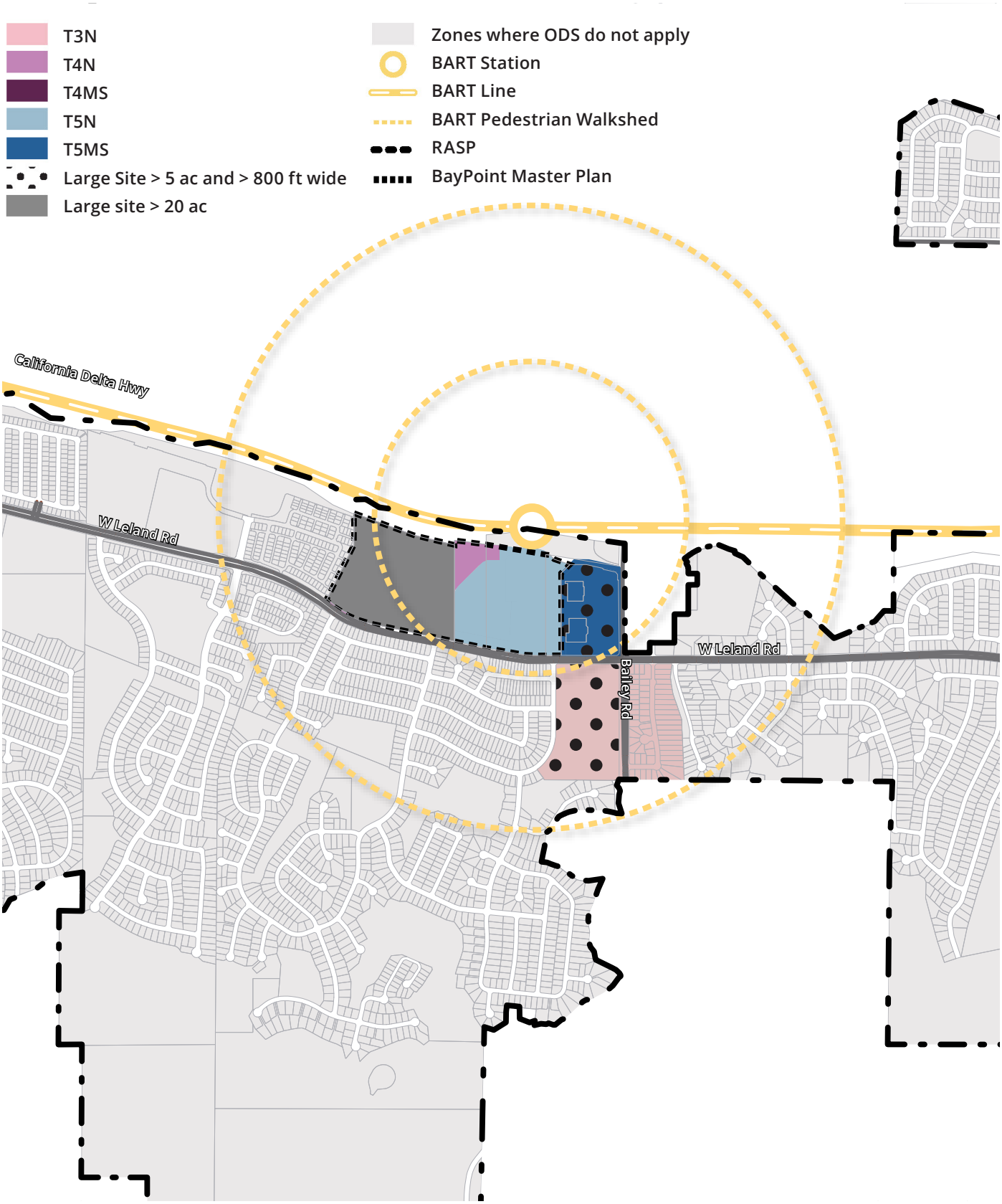


Figure 2.020.3 ODS Overlay Map - Area 2

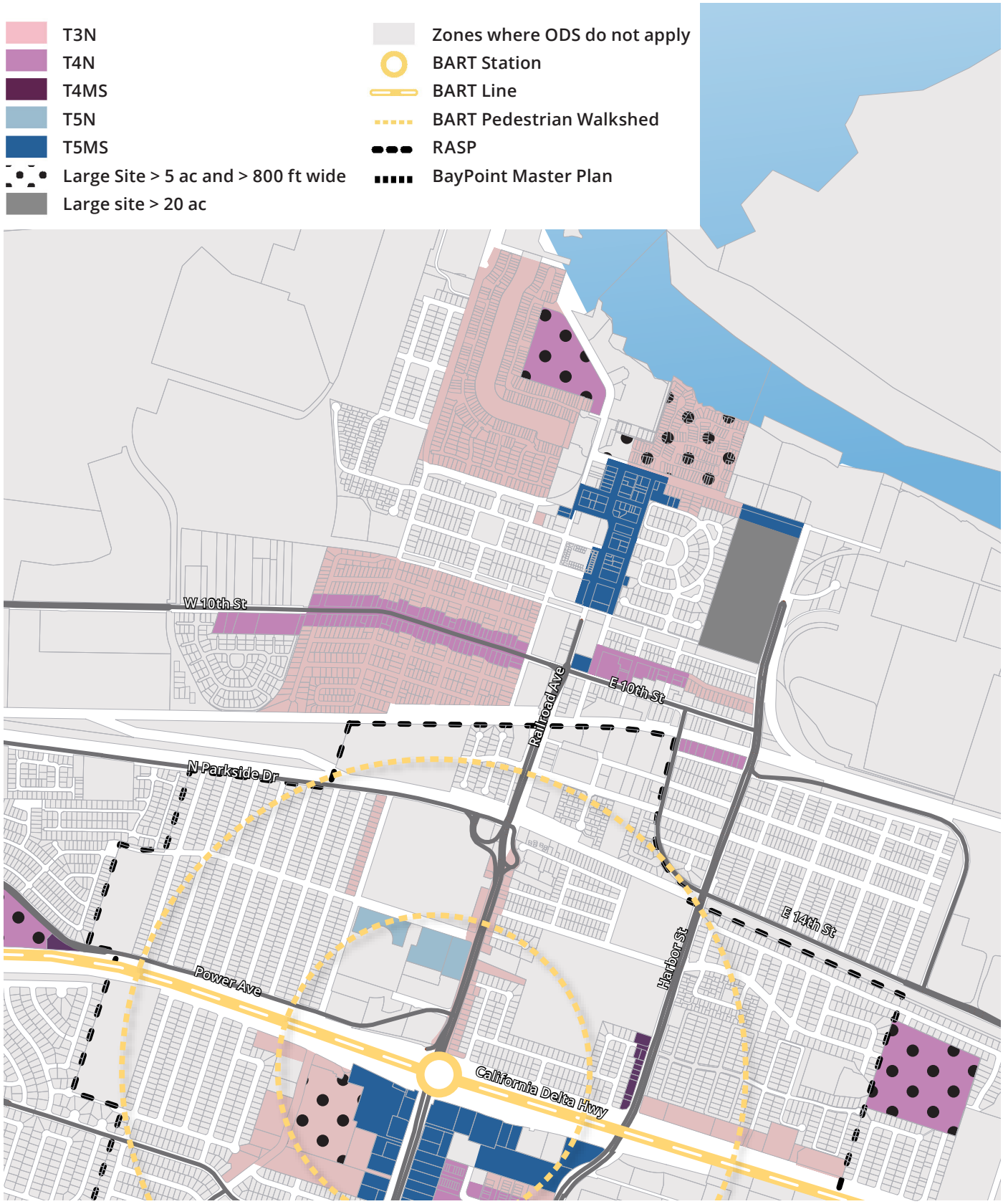


Figure 2.020.4 ODS Overlay Map - Area 3

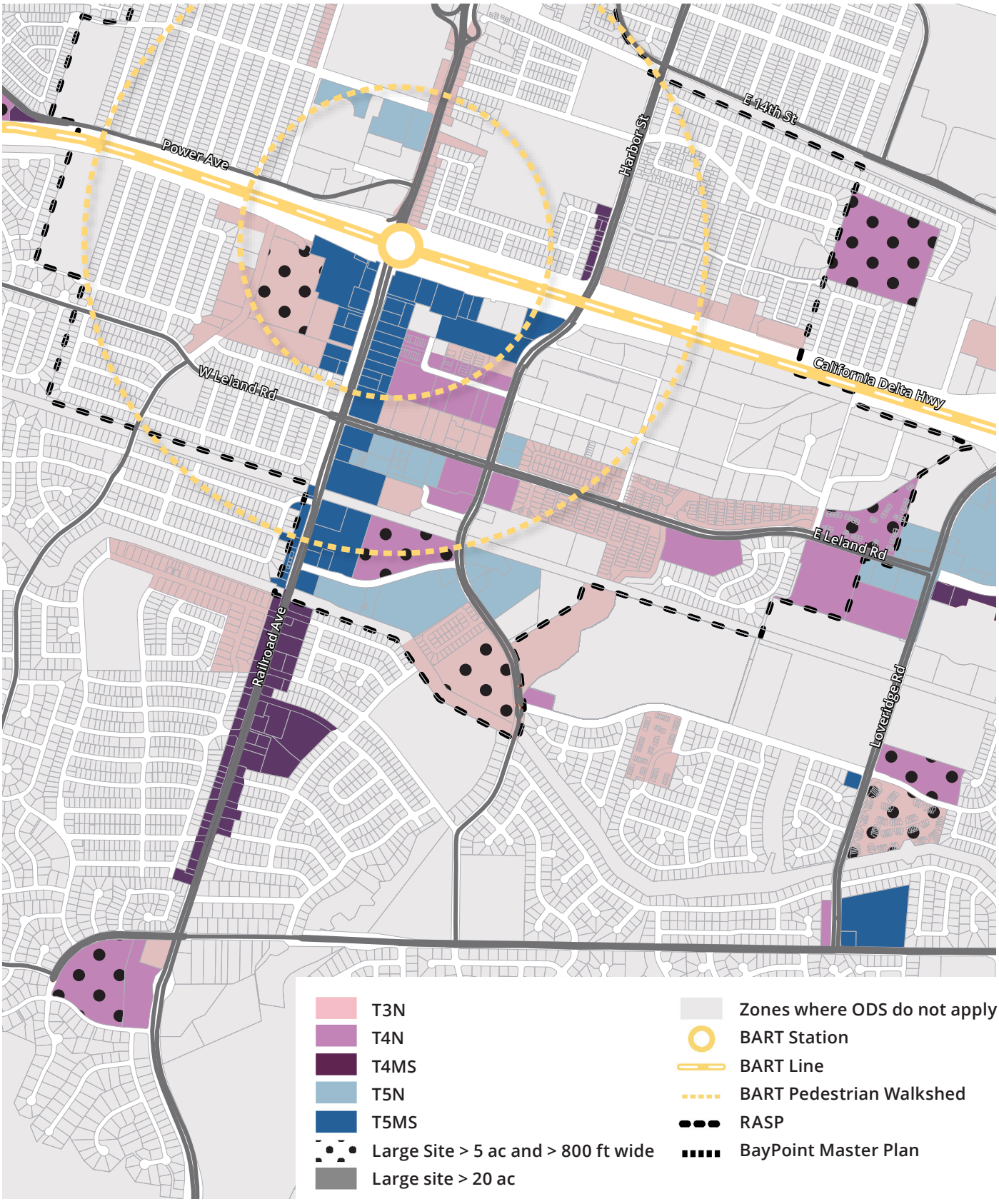


Figure 2.020.5 ODS Overlay Map - Area 4

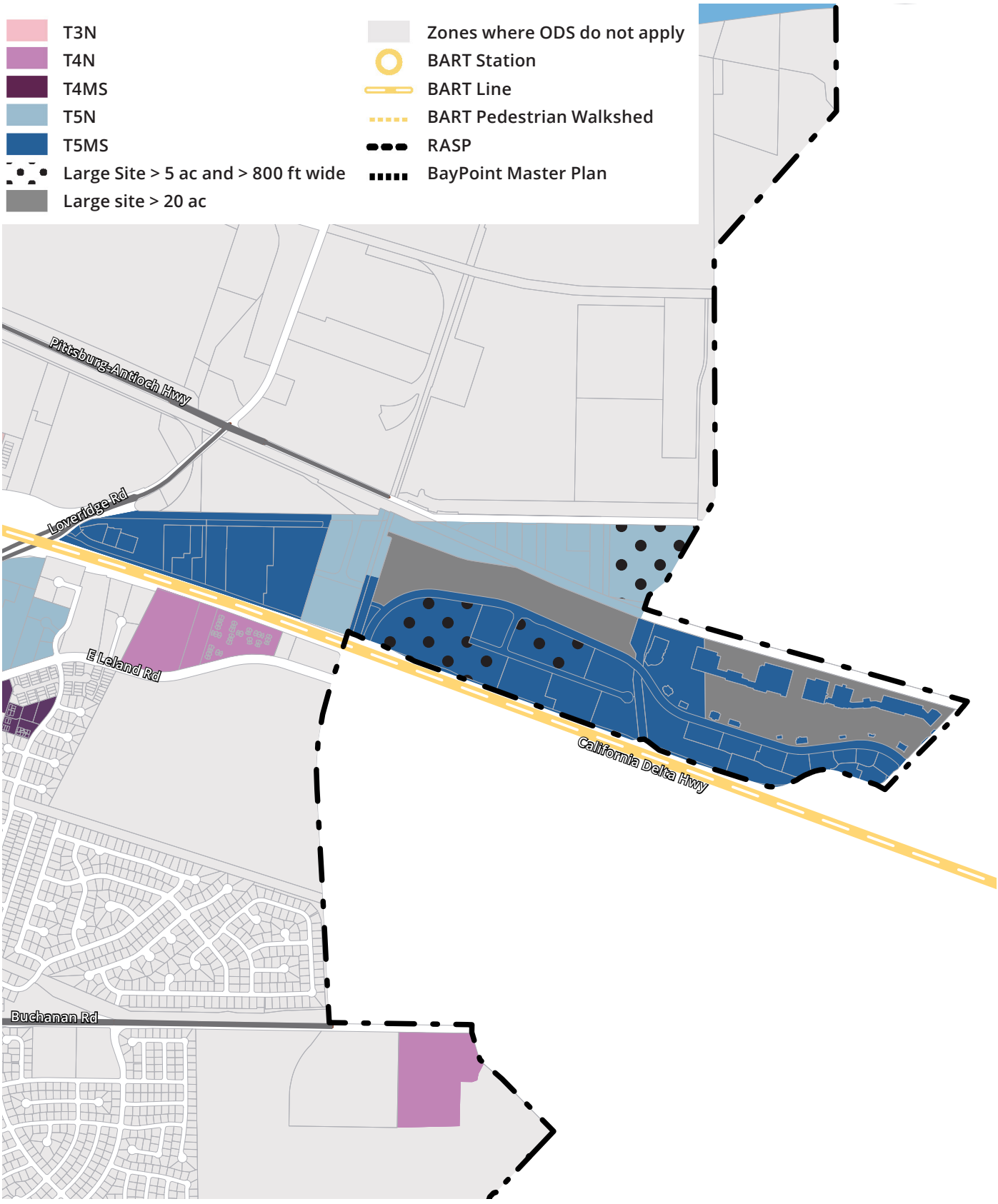


Table 2.030.A: Overview of ODS Zones

Less Urban

T3 Neighborhood 2.040	T4 Neighborhood 2.050
	
Zone Abbreviation	**Zone Abbreviation**
T3N	T4N
Intent	**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.	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	**Desired Form**
House-Scale Buildings	House-Scale Buildings
Primarily Detached Buildings	Primarily Detached Buildings
Small-to-Medium Building Footprint	Small-to-Medium Building Footprint
Medium-to-Large Front Setbacks	Small-to-Medium Front Setbacks
Medium-to-Large Side Setbacks	Small-to-Medium Side Setbacks
Up to 3 Stories	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

T5 Main Street 2.080



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.

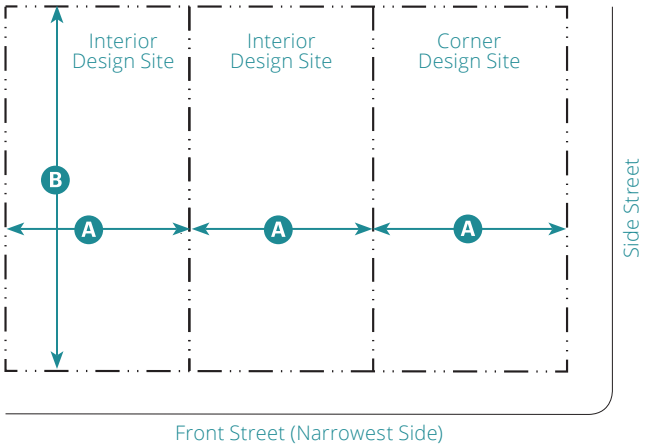
Table 2.040.A Intent

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	**Design Site**	
(Primary Building)	**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 F
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)	

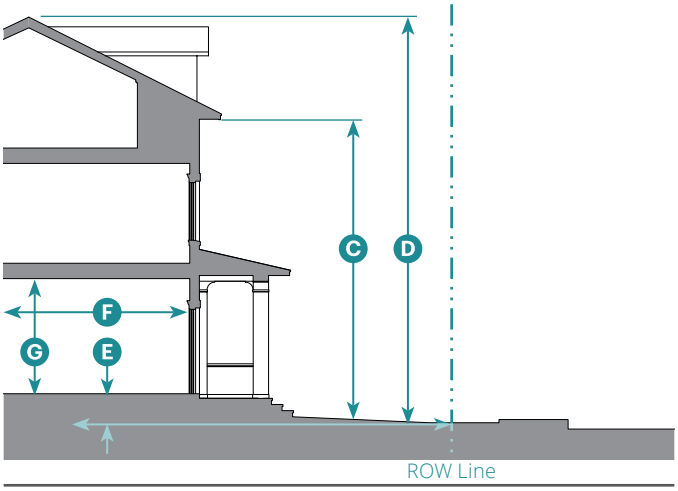
Figure 2.040.1



Key

ROW/ Design Site Line

Figure 2.040.2



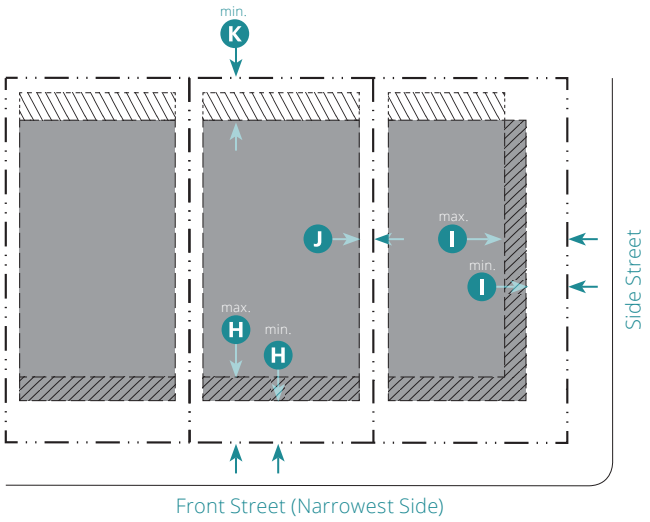
Key

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

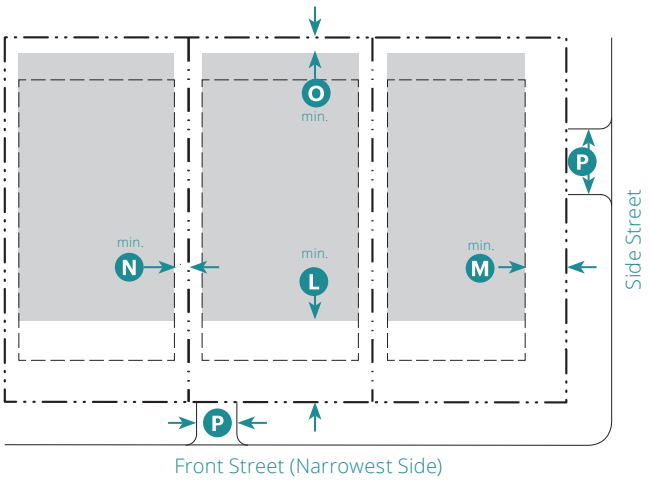


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- 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.

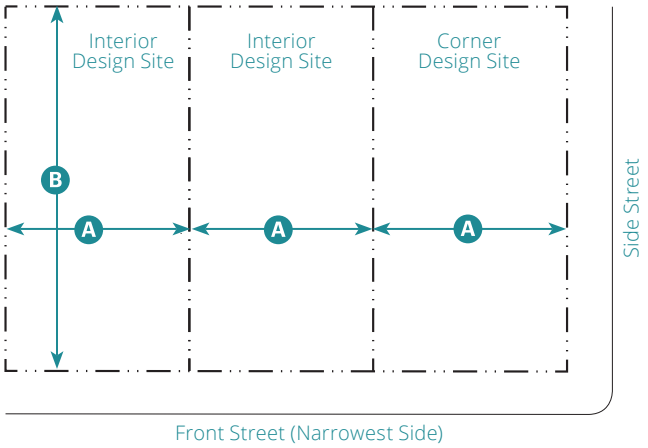
Table 2.050.A Intent

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	**Design Site**	
(Primary Building)	**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)
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)	

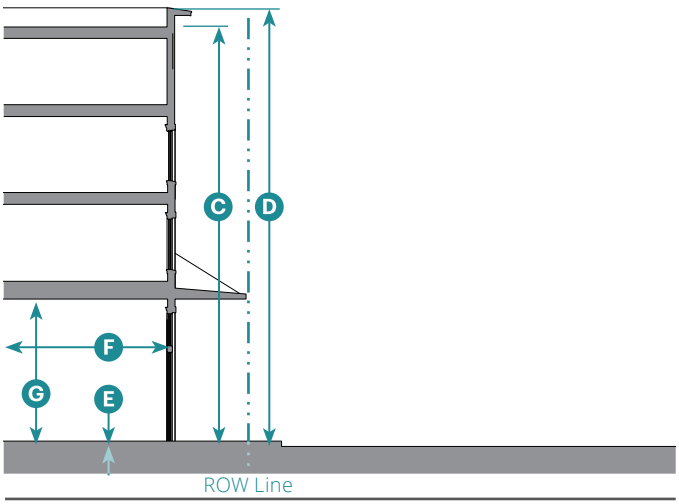
Figure 2.050.1



Key

ROW/ Design Site Line

Figure 2.050.2

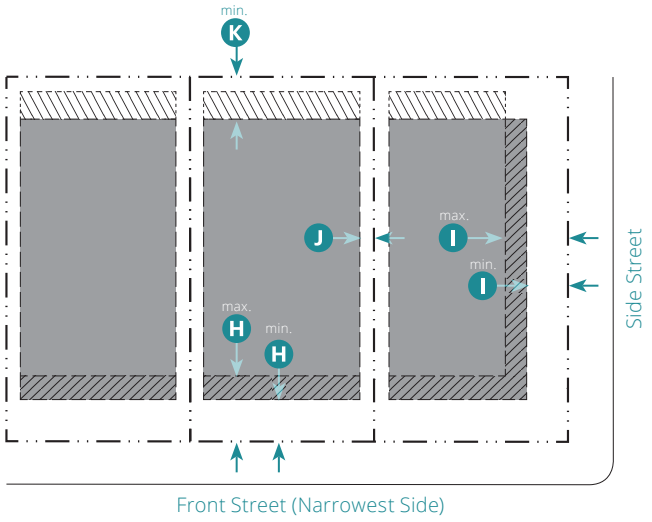


Key

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		

Figure 2.050.3



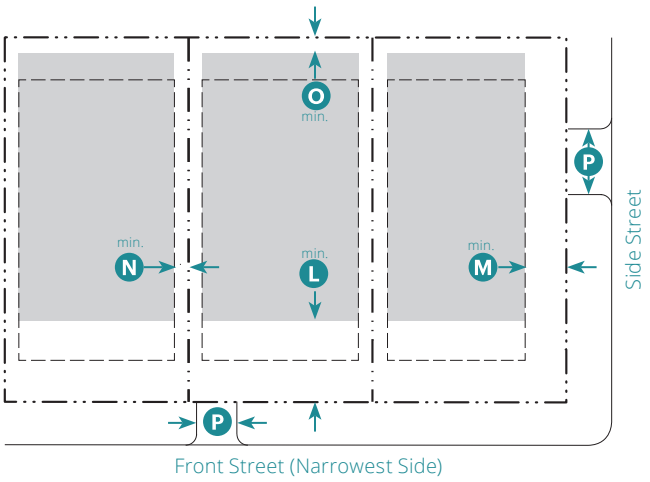
Key

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

Table 2.050.E Frontages	
Allowed Frontage Types	**Standards**
Porch Projecting	6.040
Porch Engaged	6.050
Dooryard	6.060
Stoop	6.070

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.

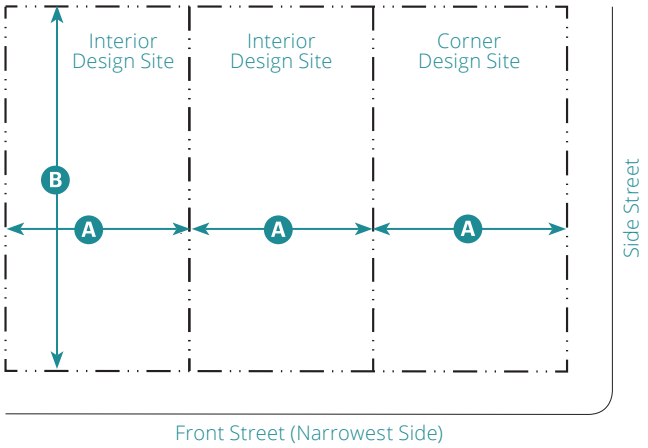
Table 2.060.A Intent

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	**Design Site**	
(Primary Building)	**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
Ground Floor Clear Height		
All 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)	

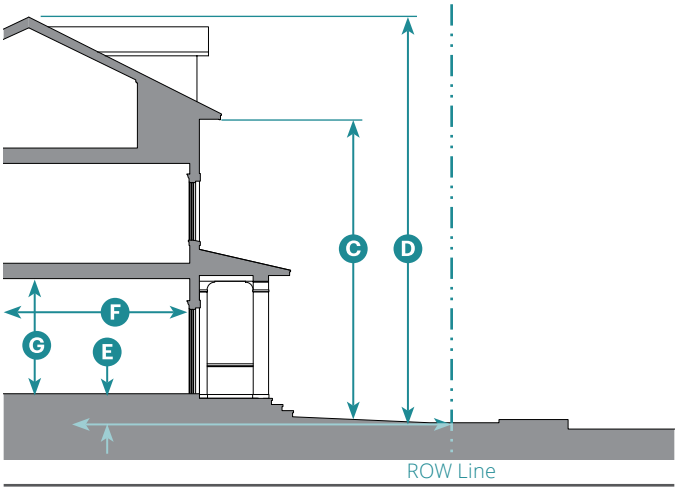
Figure 2.060.1



Key

ROW/ Design Site Line

Figure 2.060.2



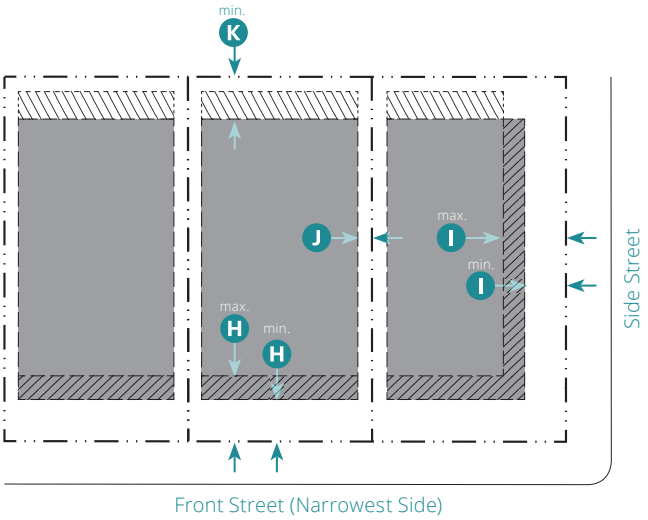
Key

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

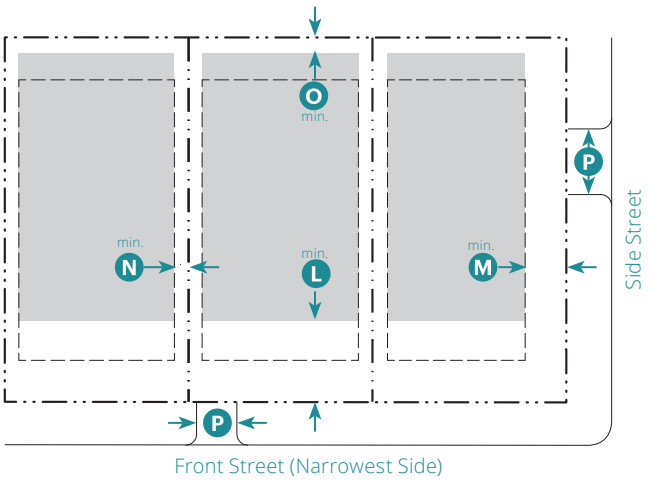


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- 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.

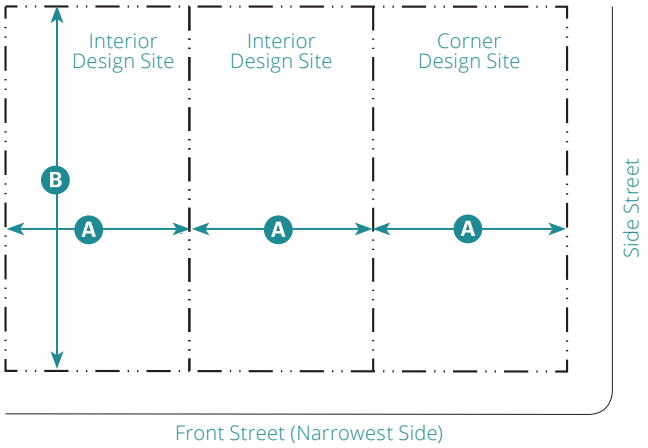
Table 2.070.A Intent

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	**Design Site**	
(Primary Building)	**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
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)	

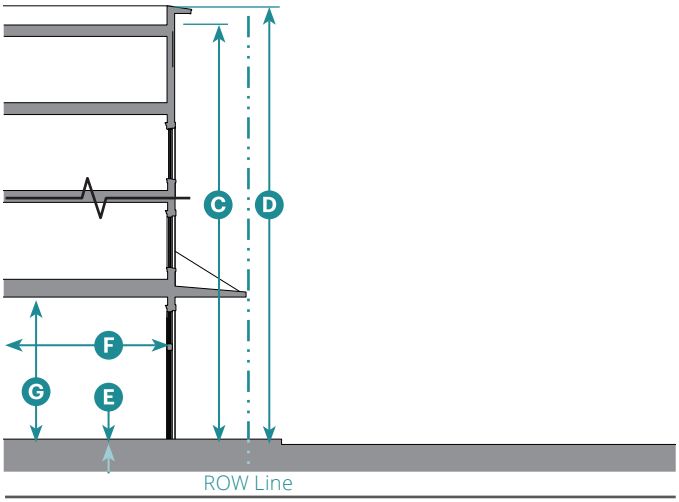
Figure 2.070.1



Key

ROW/ Design Site Line

Figure 2.070.2



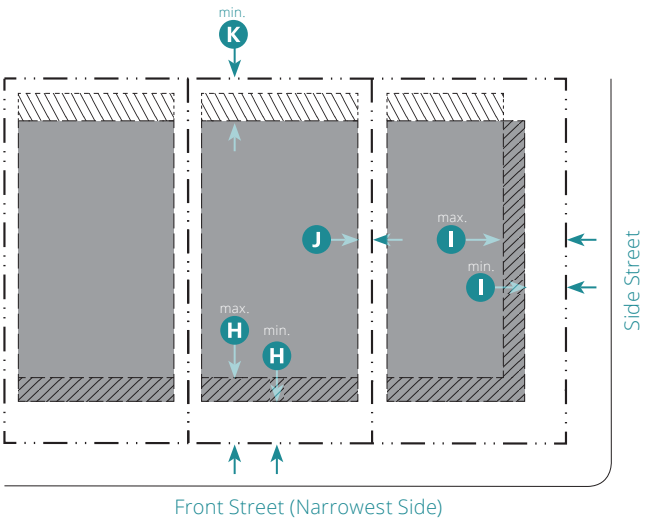
Key

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

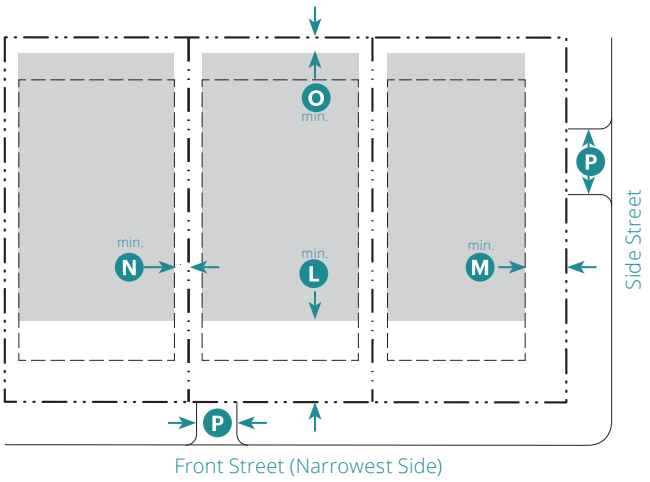


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- 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.

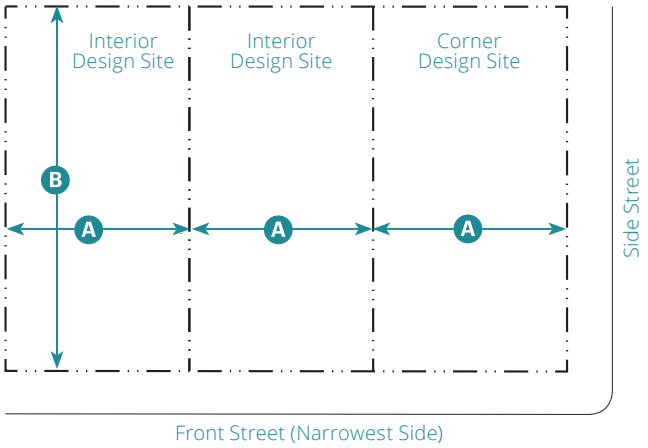
Table 2.080.A Intent

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	**Design Site**	
(Primary Building)	**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)	

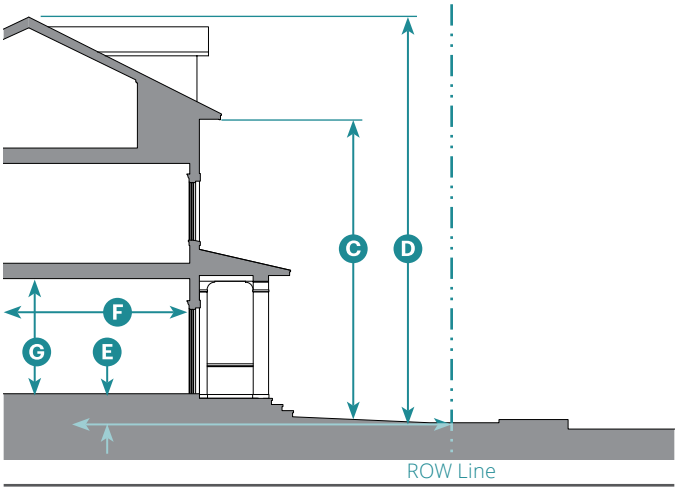
Figure 2.080.1



Key

ROW/ Design Site Line

Figure 2.080.2



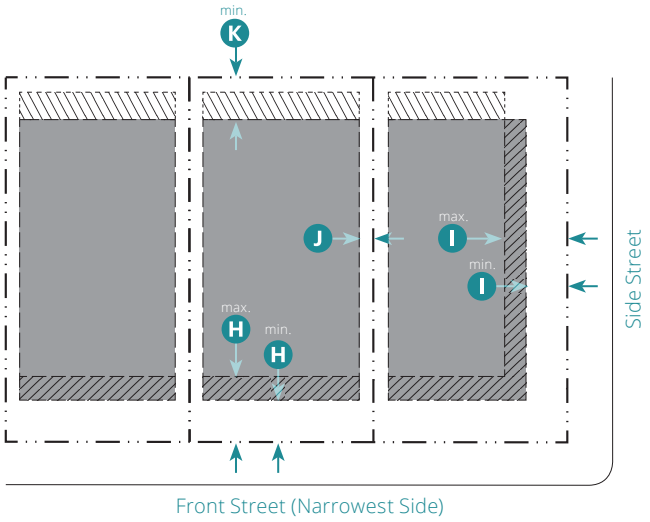
Key

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

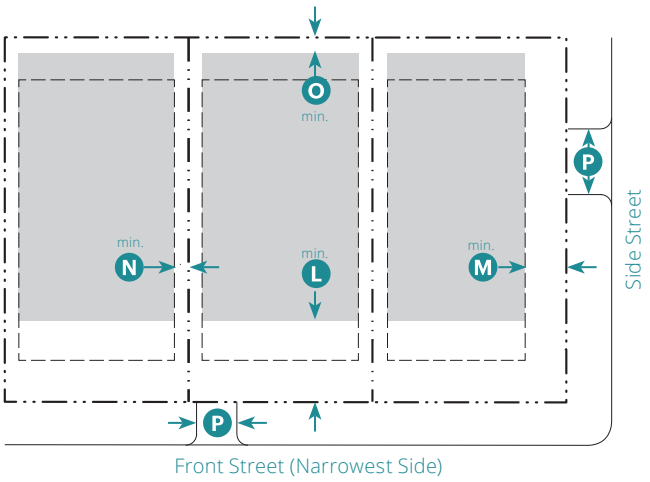


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- 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.		
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 2.080.4



Key

ROW/ Design Site Line

Building Setback Line

Parking Area

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

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.

Table 3.030.A: Shared Parking Factor for Two Uses

	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 Pittsburg.

(2) Parking area surfacing materials shall comply with all applicable Contra Costa County Fire Protection District Standards and City of Pittsburg 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.

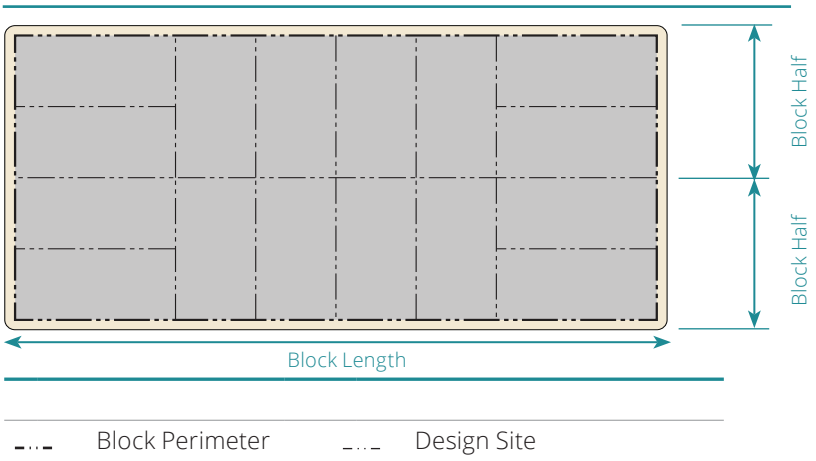
(4) Blocks may be uniquely shaped in compliance with the standards in Table 3.040.A (Block Size Standards).

Table 3.040.A: Block Size

	Length	Perimeter	Length	Perimeter
Zone	**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

[1] In 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**

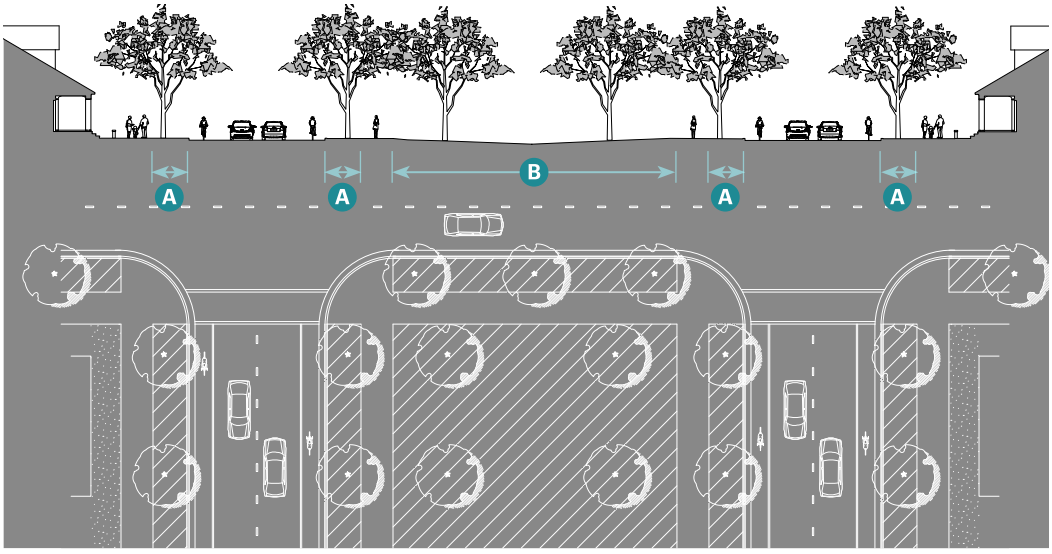
(1) Integrated Design

(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

A Planted Swale

B 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 Pittsburg General Plan and do not allow more residential density than what is allowed by the applicable General Plan Land Use category.

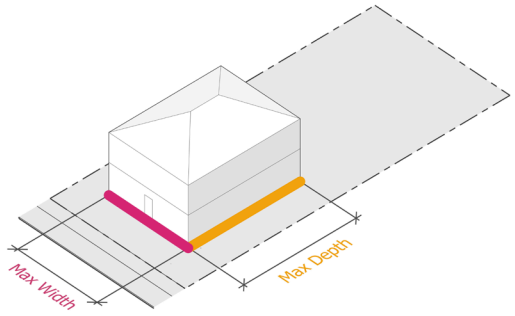
10. Individual designs may vary from the diagrams for each building type in compliance with the standards of this Section.

11. New buildings and their improvements are subject to the City's local standards for Fire Safety and Building Safety.

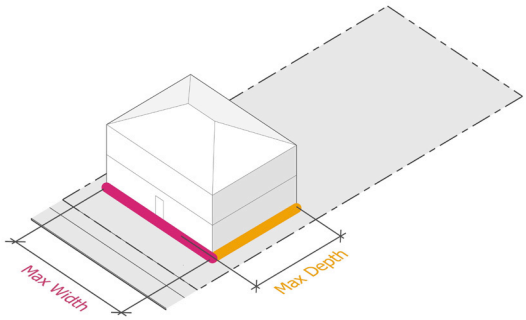
Figure 4.020.1 Example of House-Scale and Block-Scale Buildings

House-Scale Buildings

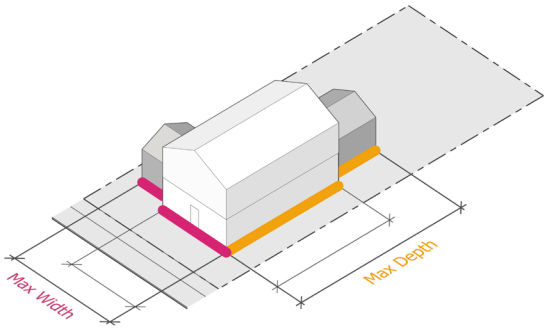
Main body only



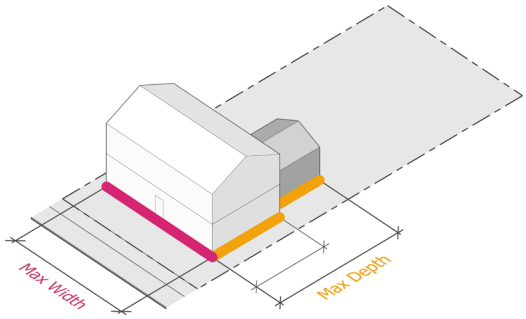
Main body only



Main body with side and rear wings



Main body with rear wing



Block-Scale Buildings

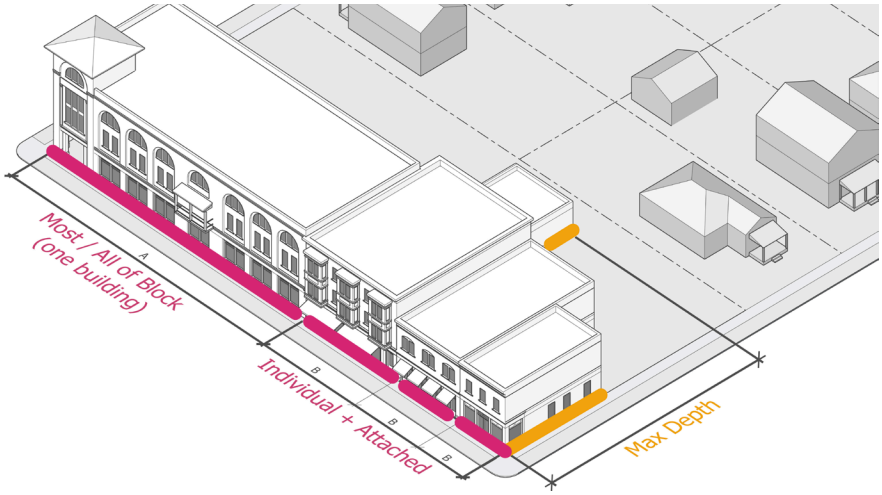
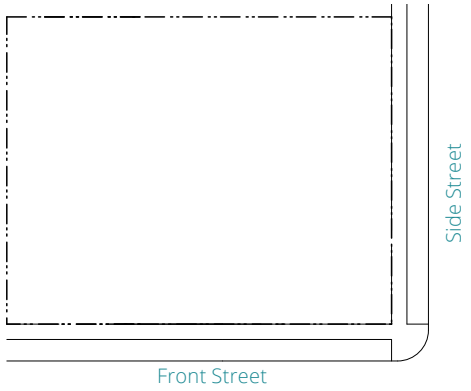
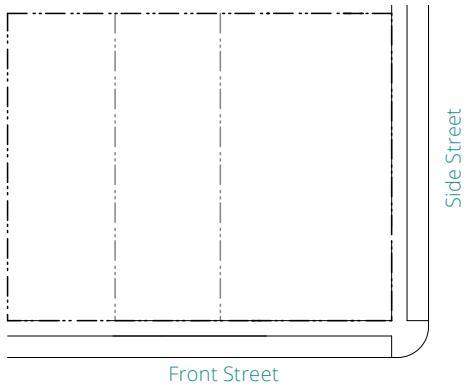


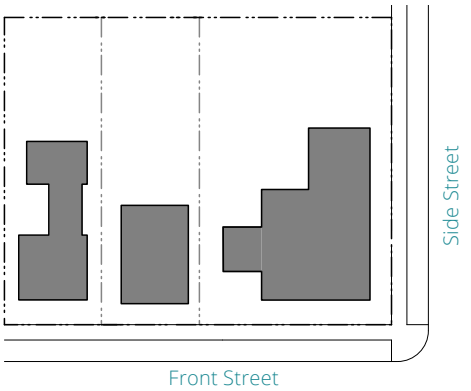
Figure 4.020.2 Example of Multiple Design Sites on One Parcel



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 Body[1]		
Width	48' max.	A
Depth	36' max.	B
Wing(s)[1]		
Width	15' max.	C
Depth	24' max.	D
Separation between Wings	10' min.	
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 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.

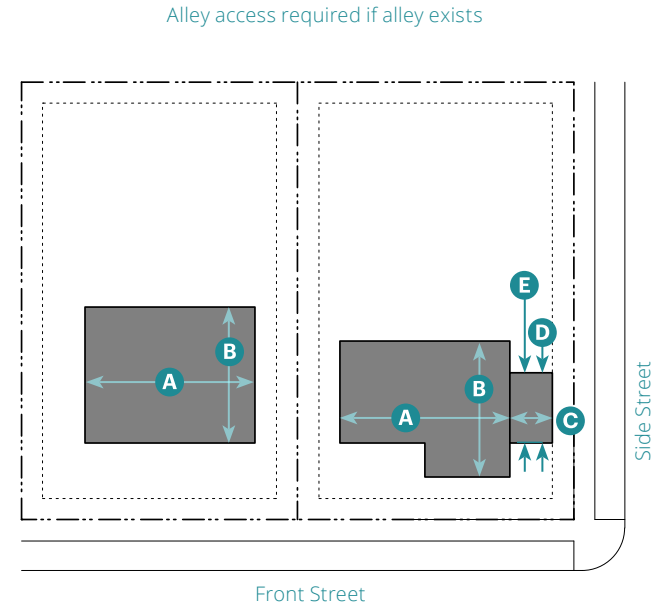
Table 4.040.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	G

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.

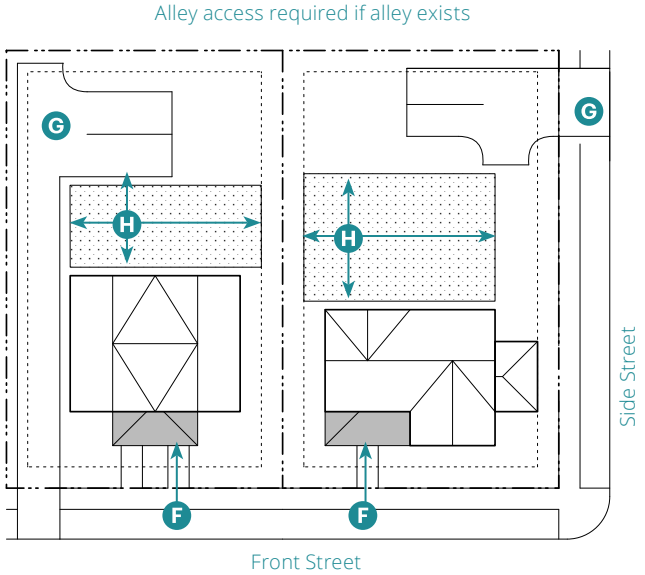


Key

ROW/ Design Site Line

Building Setback Line

Building



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.	
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

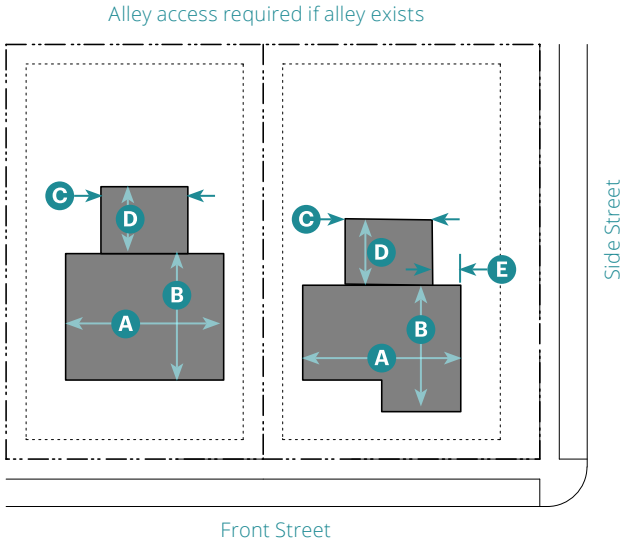
Table 4.050.D Pedestrian Access		
Main Entrance Location	Front Street[2]	F
Each unit shall have an entry facing the street on or within 15' of the front facade.		

[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.	

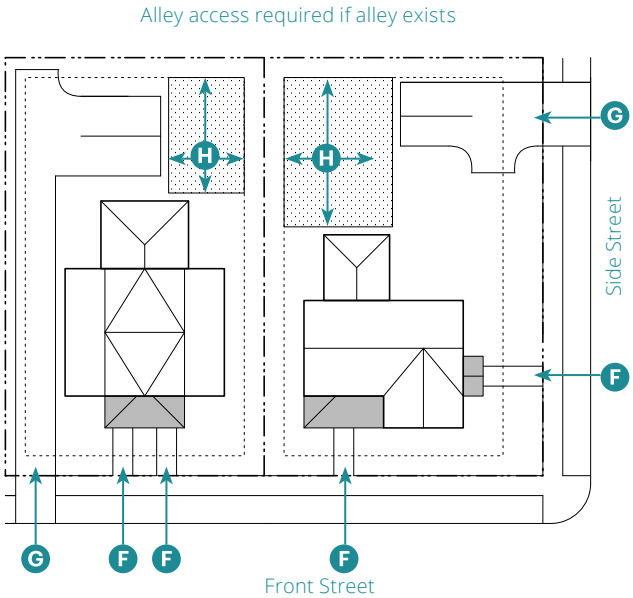


Key

ROW/ Design Site Line

Building Setback Line

Building



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.



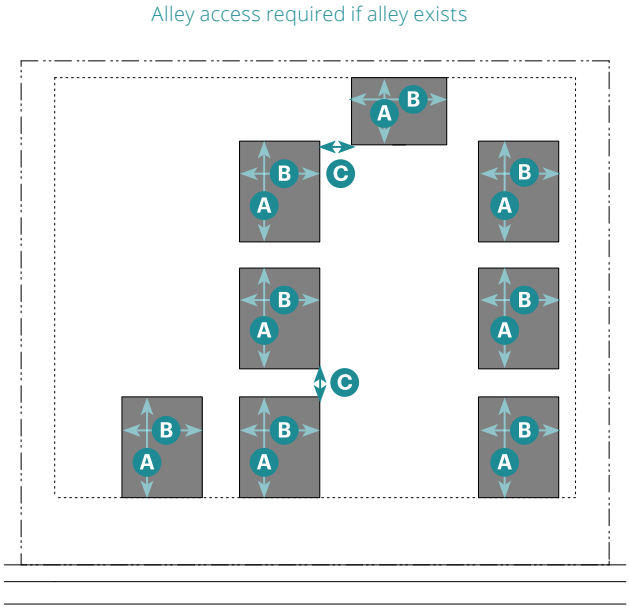
Example of Cottage Court



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 Body		
Width	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 Parking		
Driveway 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) 70' min. (5-9 units)	H
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.		

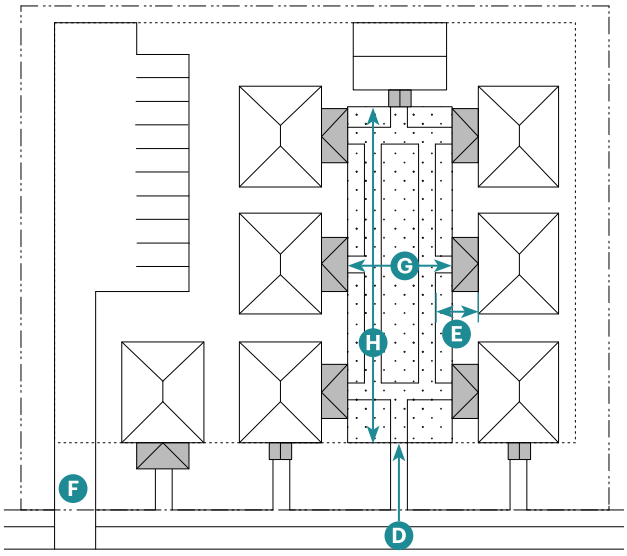


Key

ROW/ Design Site Line

Building Setback Line

Building



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 Body		
Width	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

[1]Height 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.

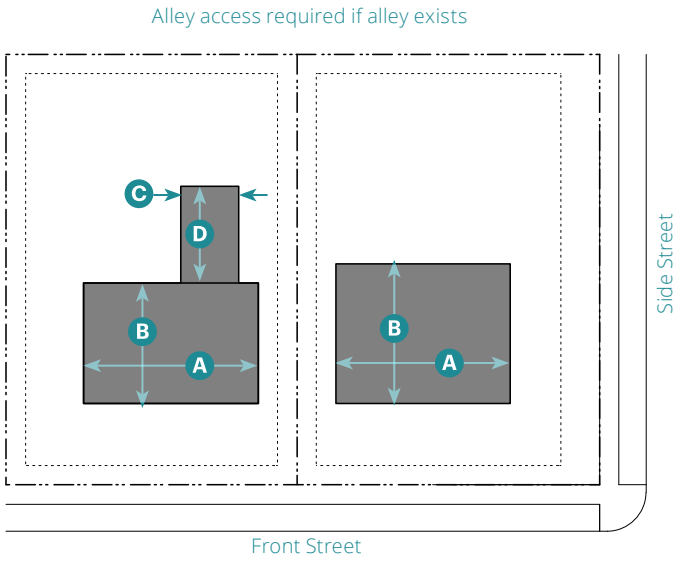
Table 4.070.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	F

Table 4.070.F Open Space		
Common Open Space[2]		
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.

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

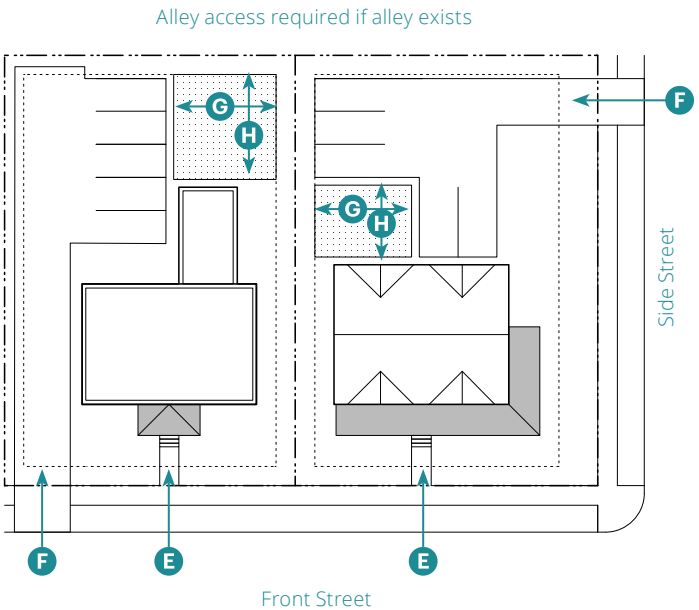


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

ROW/ Design Site Line

Building Setback Line

Frontage

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.

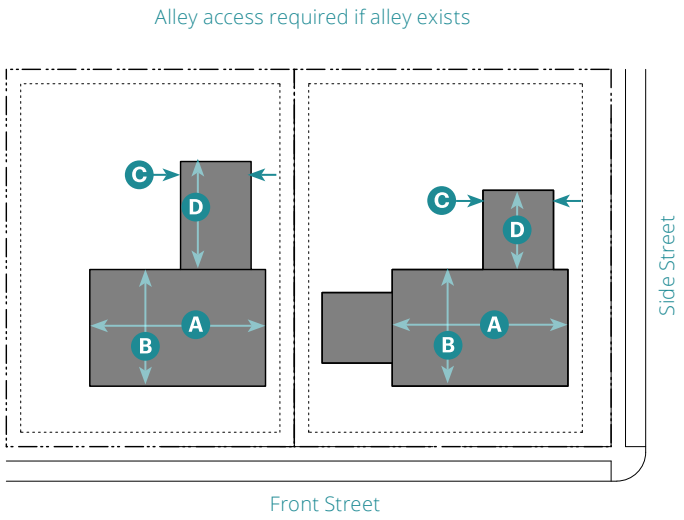
Table 4.080.C Building Size and Massing		
Height	**T5N**	
Stories	3.5 max.	
Main Body[1]		
Width	60' max.	A
Depth	60' max.	B
Wing(s)[1]		
Width	30' max.	C
Depth	30' max.	D
Separation between Wings	15' min.	
Offset from Main Body	5' min.	E

[1]Height 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 standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	F

Table 4.080.F Open Space
Common or Private open space is not required.

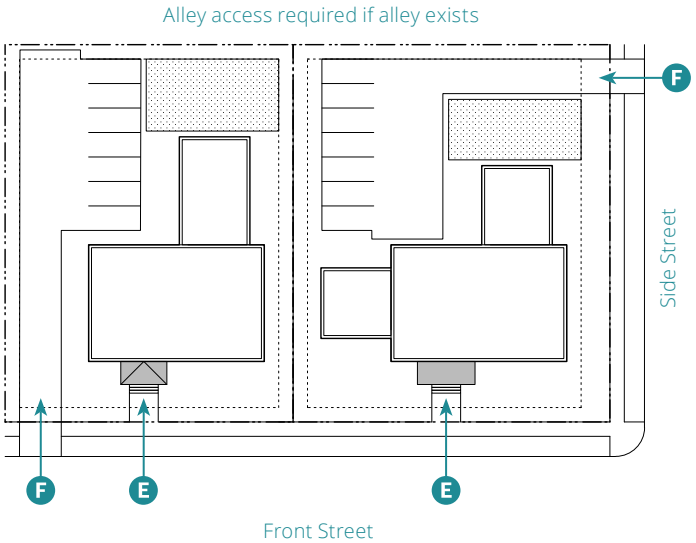


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

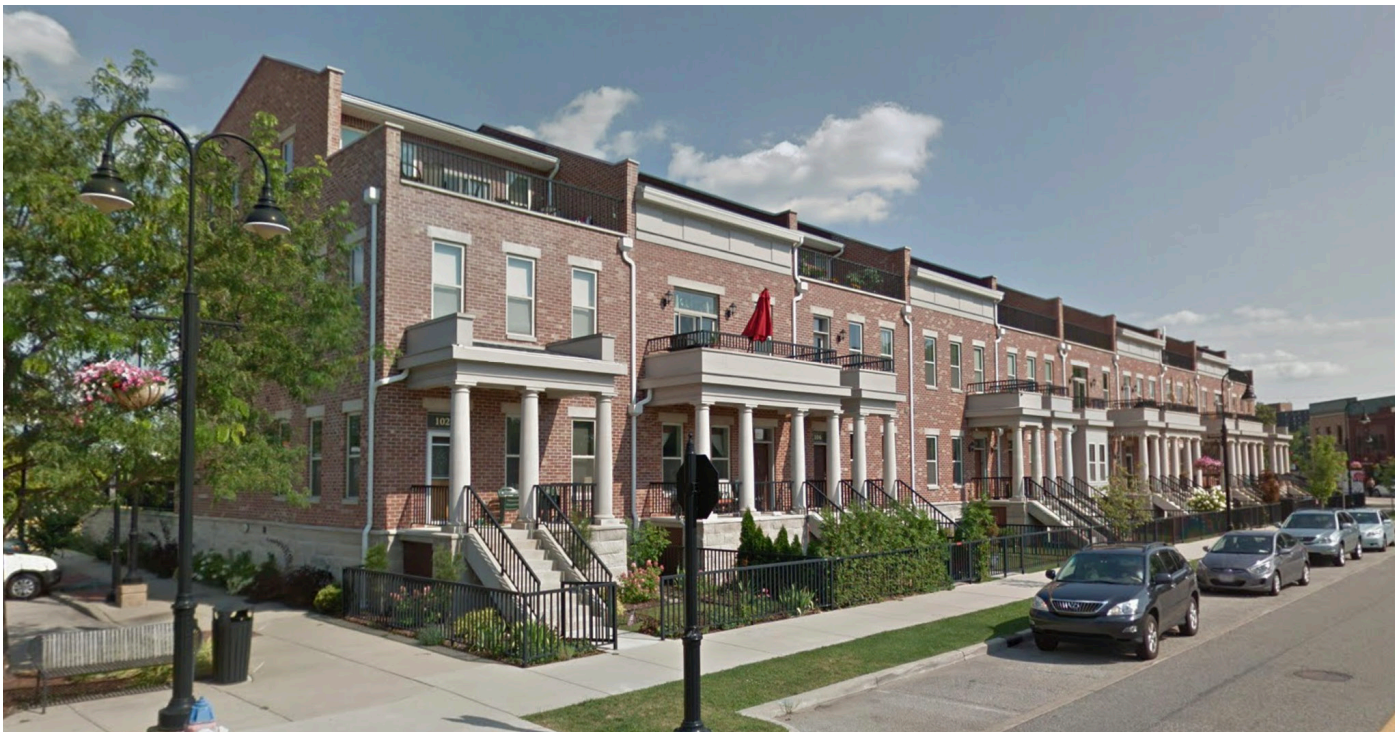
ROW/ Design Site Line

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.

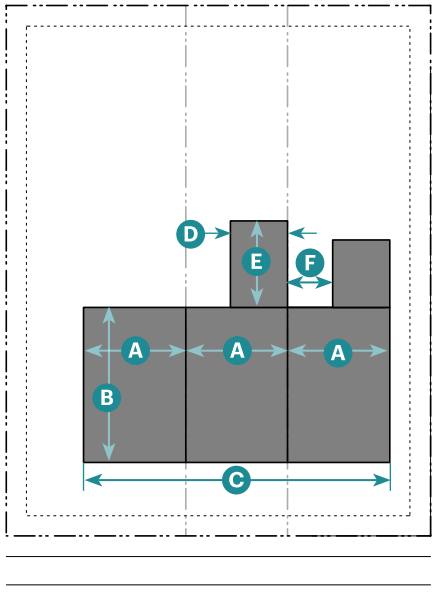
Table 4.090.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	H

Table 4.090.F Open Space		
Private Open Space		
Width	8' min.	I
Depth	8' min.	I

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



Front Street

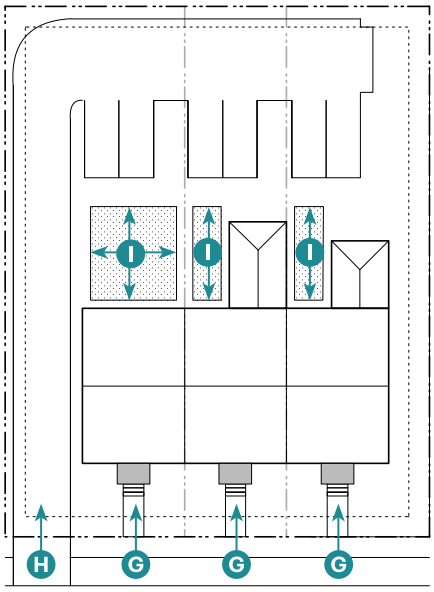
Key

ROW/ Design Site Line

Building Setback Line

Building

Alley access required if alley exists



Front Street

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.

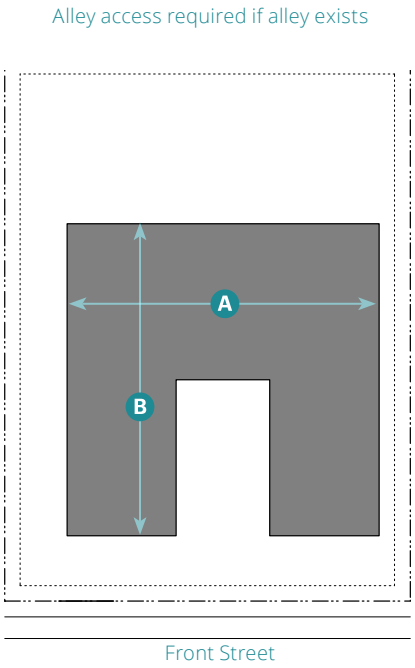
Table 4.100.C Building Size and Massing		
Height		
Stories	3 max.	
Main Body[1]		
Width	100' max.	A
Depth	100' max.	B

Table 4.100.D Pedestrian Access		
Main Entrance Location[1]	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.			

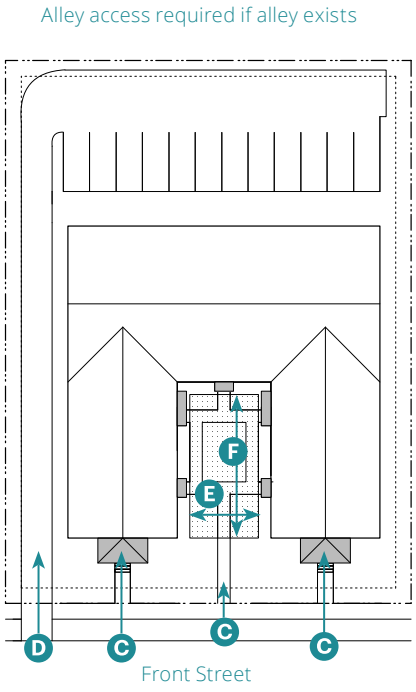


Key

ROW/ Design Site Line

Building Setback Line

Building



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 Body[1]		
Width	120' max.	A
Depth	150' max.	B

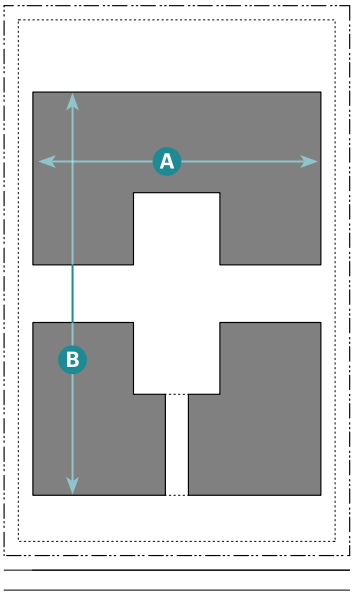
Table 4.110.D Pedestrian Access		
Main Entrance Location[1]	Courtyard or Street	C

[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



Front Street

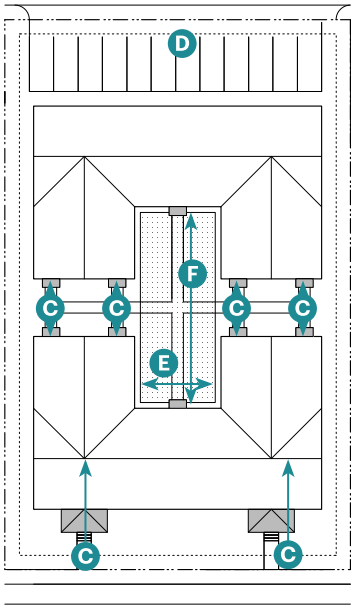
Key

ROW/ Design Site Line

Building Setback Line

Building

Alley access required if alley exists



Front Street

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

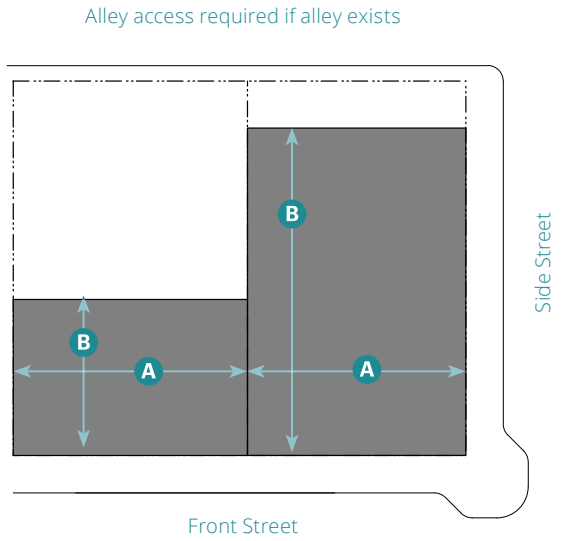
General Note: Photos on this page are illustrative, not regulatory.

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 Ground Floor Shops	40' max.
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.

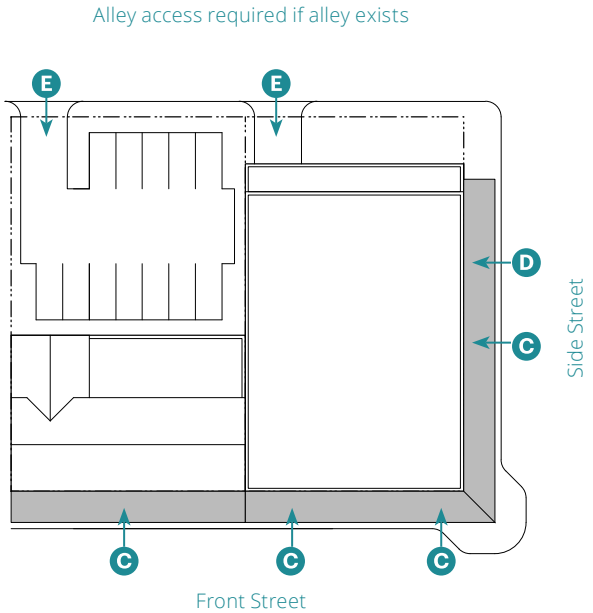


Key

–·–· ROW/ Design Site Line

----- Building Setback Line

Building



Key

–·–· ROW/ Design Site Line

----- Building Setback Line

Frontage

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

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.	A
Building facades shall be arranged in an orderly composition of window bays/ openings based on prevalent patterns of 3, 5 or 7 bays.	B
Facades shall be designed in an orderly symmetrical or asymmetrical composition.	C
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.	

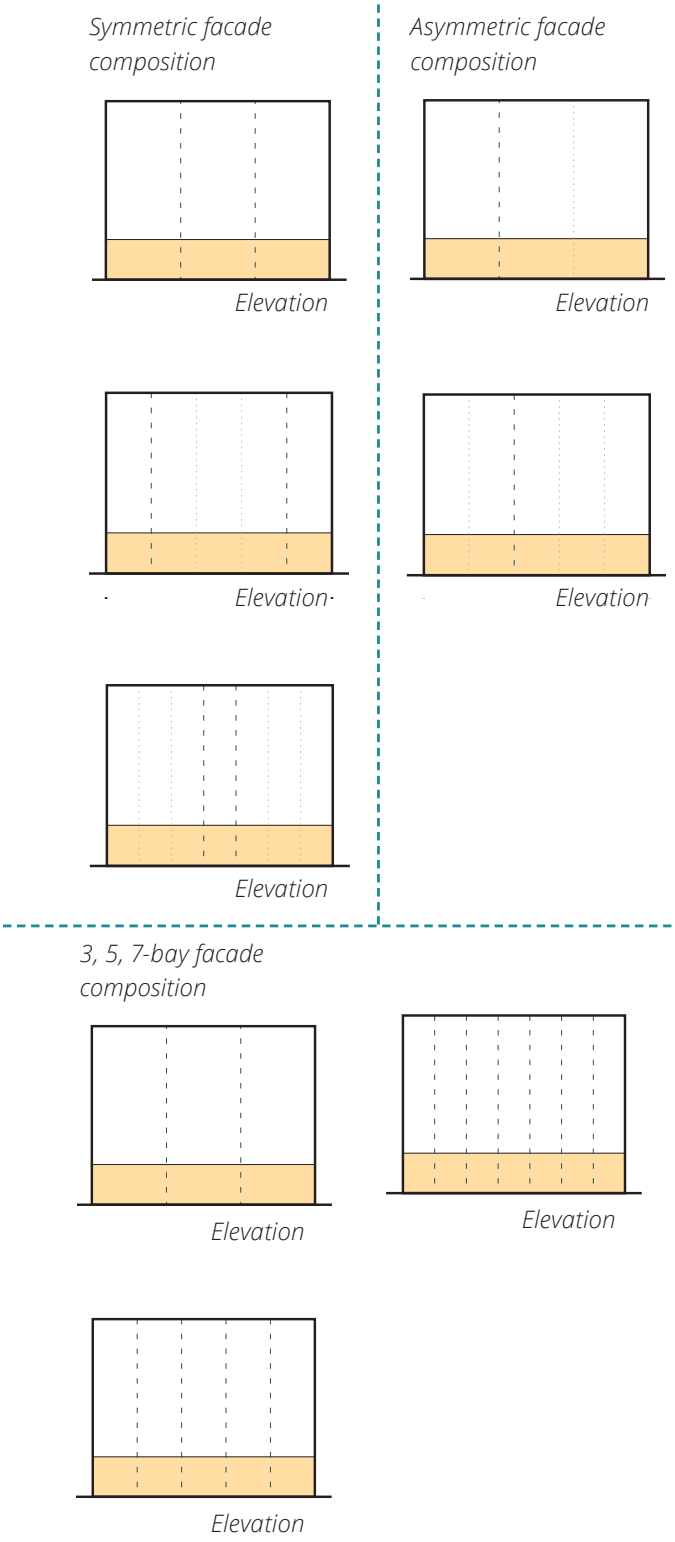


Figure 5.030.A: Diagram of Massing and Composition

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 ≥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 in height. For buildings taller than 3 stories the base may be up to 2-stories tall. A

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

Building Top. The top may include multiple stories 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. C

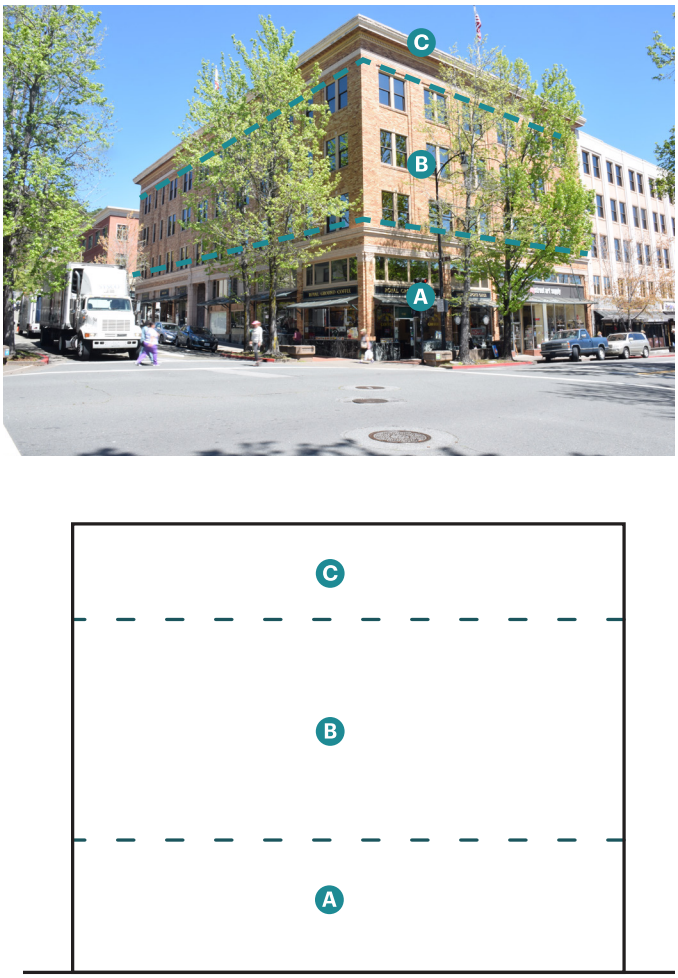


Figure 5.040.A: Diagram of Tripartite Facade Articulation

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		





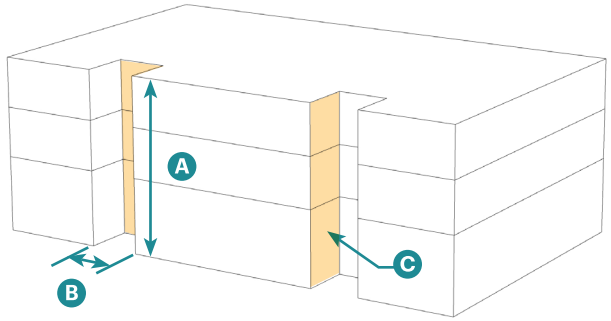


Figure 5.050.A: Diagram of Architectural Recessions

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 ≥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).

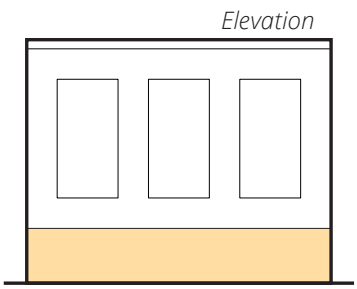
Location of balconies when used should be coordinated with windows and doors on the facade, and with the composition of bays on the building facade.

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





Chamfer profile bay window



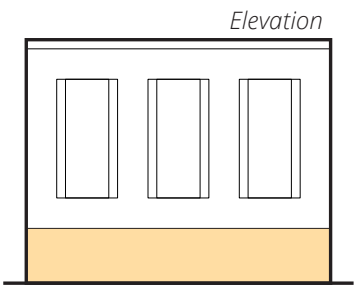


Figure 5.060.A: Diagram of Windows and Openings

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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

Key P = Allowed X = Not Allowed

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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

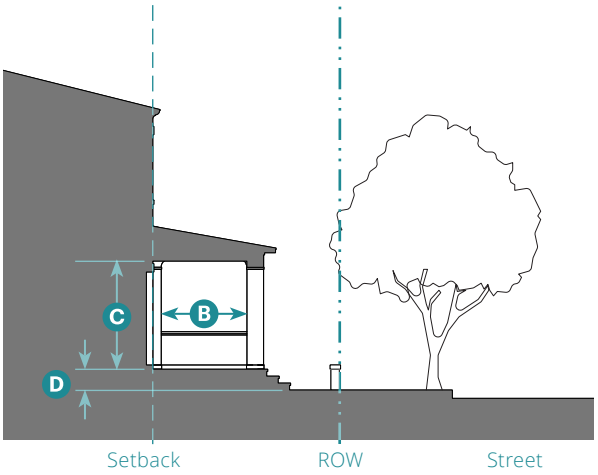
[2] Common entries may be set at grade per local and federal accessibility standards.

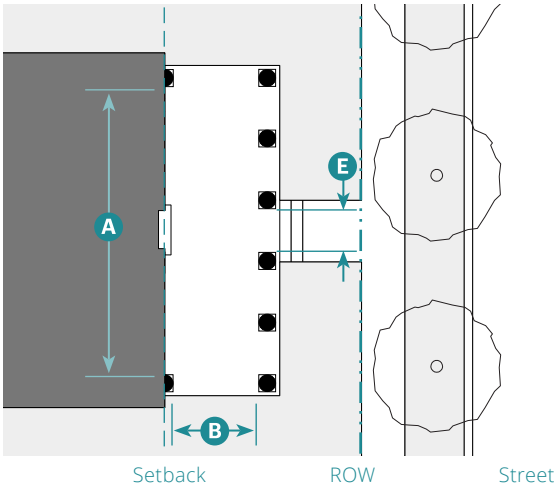
Table 6.040.C Miscellaneous

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.

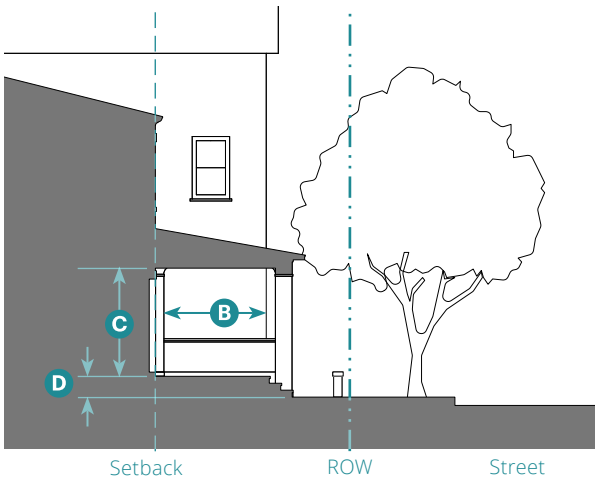
[2] Encroachment width may not exceed width of Porch (A).

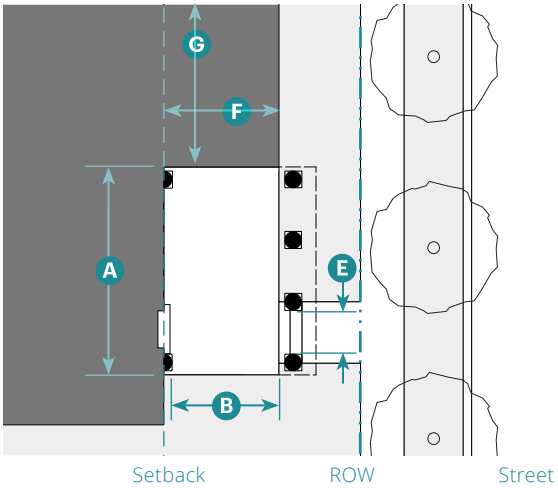
Table 6.050.C Miscellaneous

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

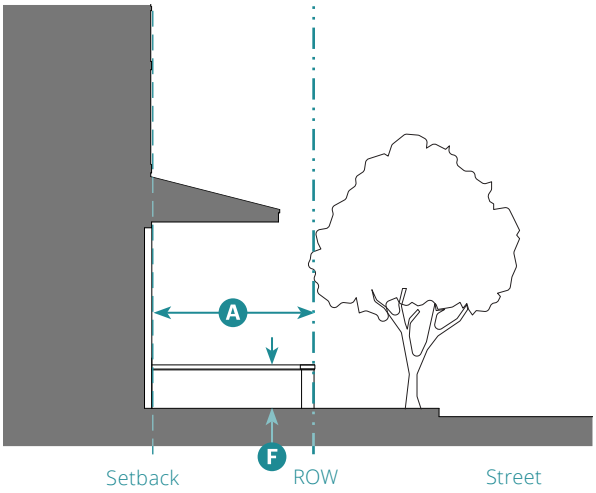
Depth, Clear	6' min.	A
Length	15' min.	B
Distance between Glazing	4' max.	C
Depth of Recessed Entries	3' max.	D
Pedestrian Access Width	3' min.	E
Height of Dooryard Fence/Wall above Finish Level	3' max.	F

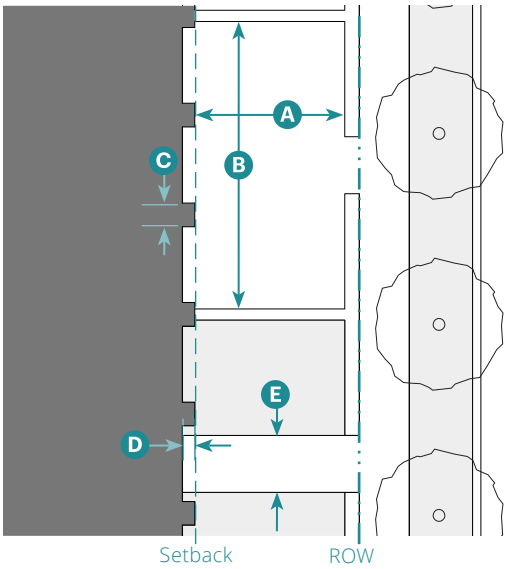
Table 6.060.C Miscellaneous

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.

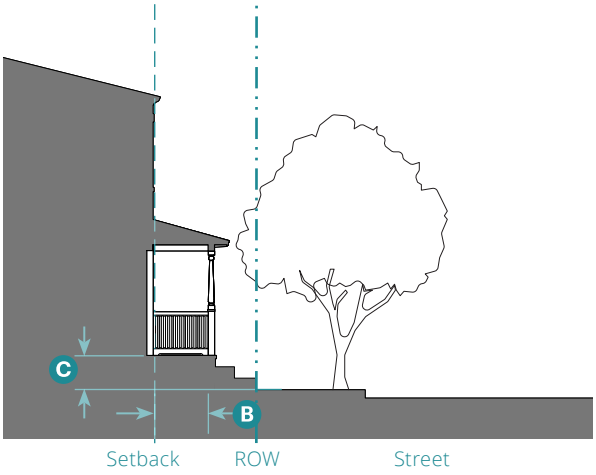
Table 6.070.C Miscellaneous

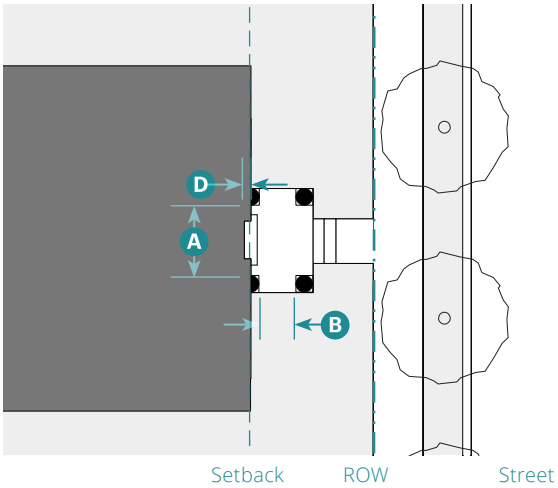
Entry doors shall be covered or recessed to provide shelter from the elements.

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.

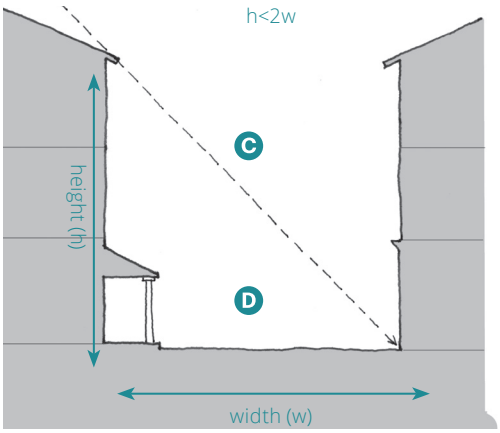
Table 6.080.B Size

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

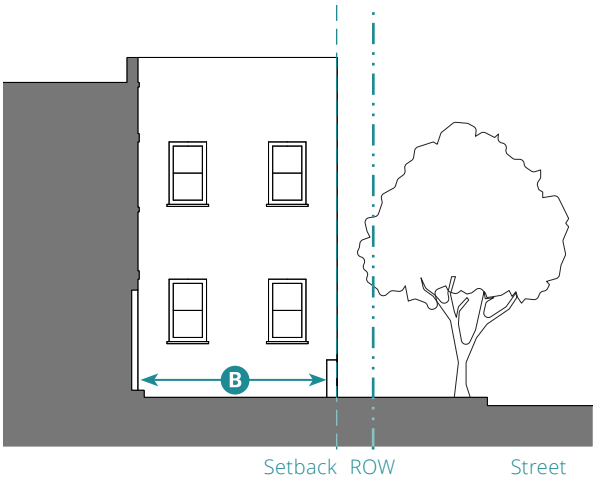
Forecourts may be utilized to group several entries at a common elevation in compliance with the zones' ground floor finish level standards.

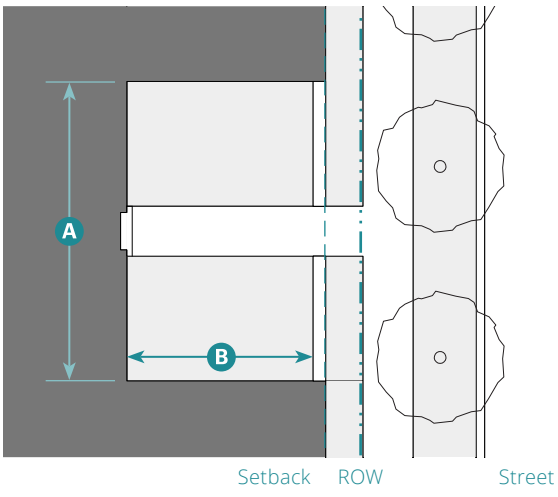
The proportions and orientation of a Forecourt shall be in compliance with the diagram below for solar orientation and user comfort.





Example of a Forecourt with Shopfronts





Key

ROW/ Design Site Line

Setback Line

6.090 Shopfront

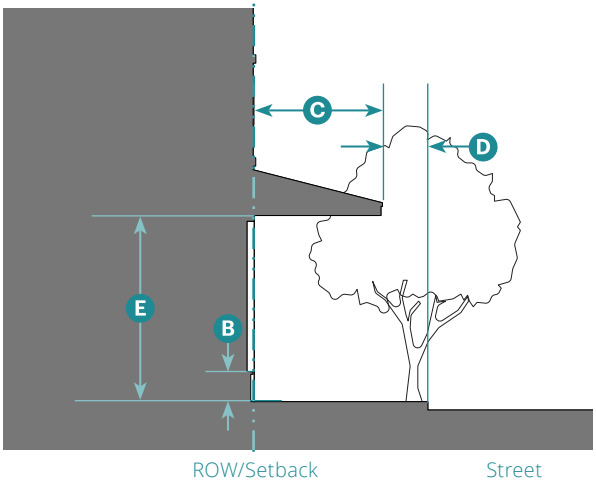
Table 6.090.A Description
The main facade of the building is at or near the front design site line with at-grade entrance from the sidewalk. The type is intended for service, retail, or restaurant use and includes substantial glazing between the Shopfront base and the ground floor ceiling. This type may include an awning that overlaps the sidewalk.

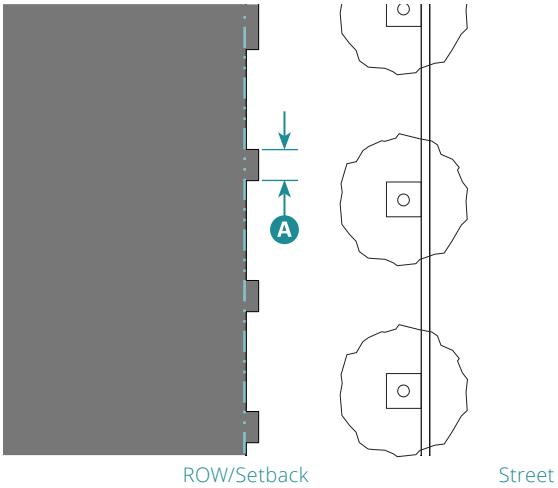
Table 6.090.B Size		
Distance between Glazing	2' max.	A
Ground Floor Glazing between Sidewalk and Finished Ceiling Height	75% min.	
Depth of Recessed Entries	5' max.	
Shopfront Base	6" min.; 2' max.	B

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

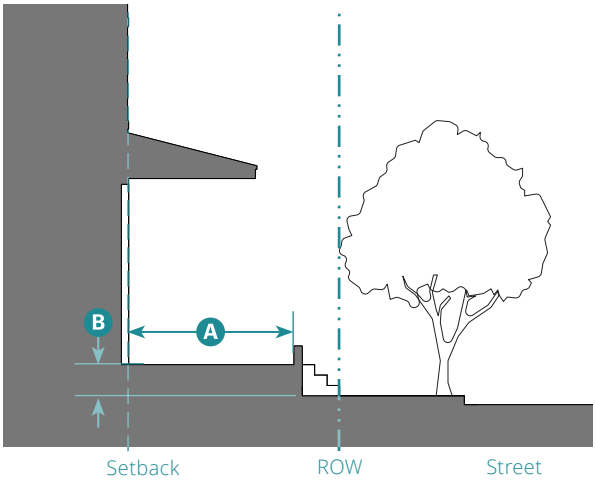
Table 6.100.A Description
The main facade is at or near the front design site line with steps leading to an elevated area providing pedestrian circulation along the facade to connect multiple entrances. The type is used for retail, service, office uses, or housing to provide outdoor areas along the sidewalk and/or to accommodate an existing or intended grade change.

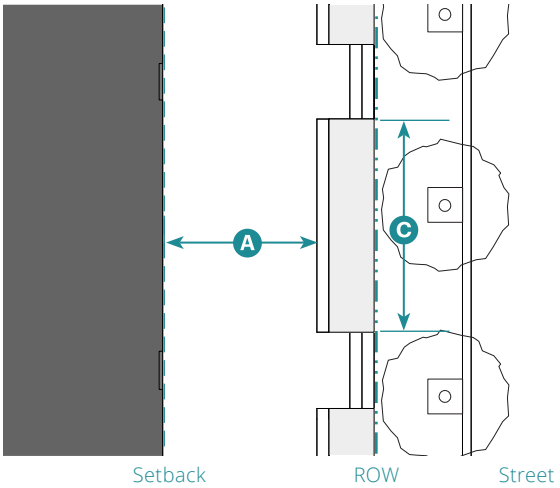
Table 6.100.B Size		
Depth of Terrace	8' min. residential	A
	10' min. non-residential	A
Finish Level above Sidewalk	3' max.	B
Distance between Stairs	25' max.	C

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

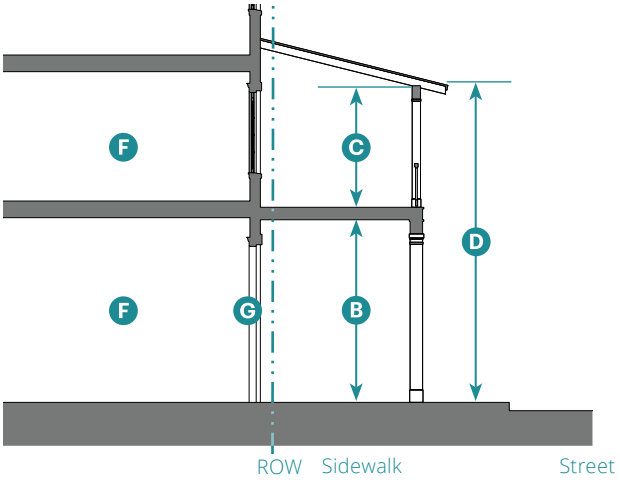
Table 6.110.A Description
The main facade of the building is set back from the front design site line and an at-grade covered structure, articulated with colonnade or arches, overlaps the sidewalk. The type may be one or two stories. When used in nonresidential settings, the Shopfront Type is included; when used in residential settings, Stoops, Dooryards, and Forecourts may be included as allowed by the zone.

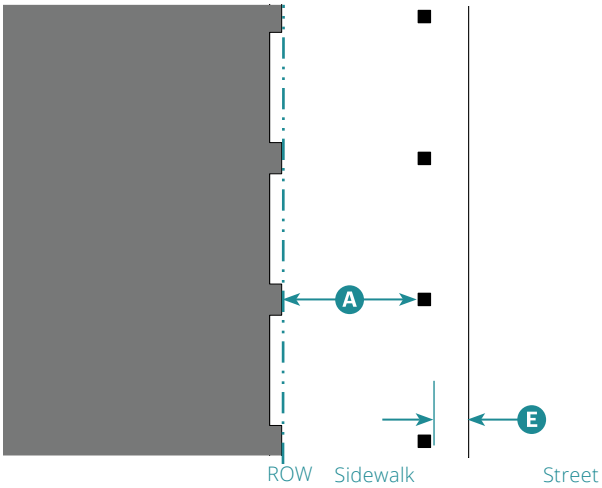
Table 6.110.B Size		
Depth, Clear	8' min.	A
Ground Floor Height, Clear	12' min.	B
Upper Floor Height, Clear	9' min.	C
Height	2 stories max.	D
Setback from Curb	18" min. (clear)	E

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

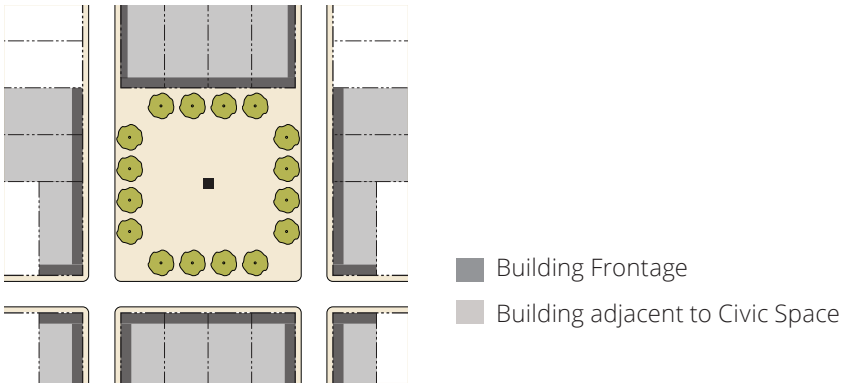
This Section establishes the standards applicable to new civic spaces. These standards supplement the standards for each zone. Civic space is land in the public realm (publicly or privately owned) for civic gathering purposes.

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

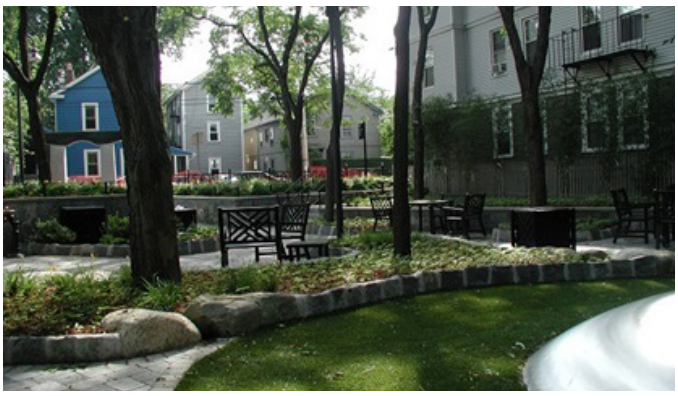
Table 7.040.A Description

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.







Examples of a Playground

7.060 Passage

Table 7.060.A Description

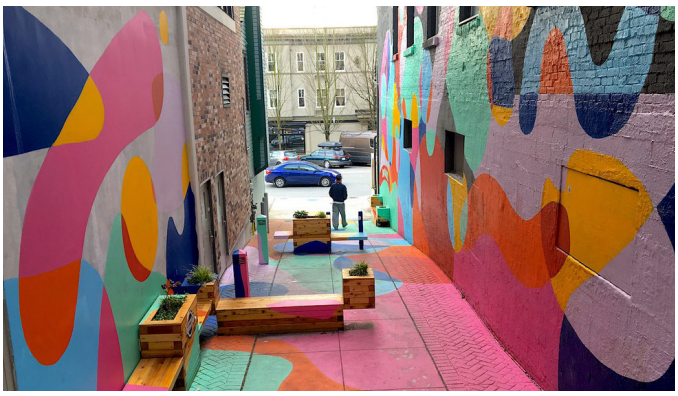
A pedestrian pathway that extends from the public sidewalk into a civic space and/or across the block to another public sidewalk. The pathway is lined by non-residential Shopfronts and/or residential ground floors and pedestrian entries as required by the zone.

Table 7.060.B Size and Location

Size	15' min. clear width between or through buildings

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

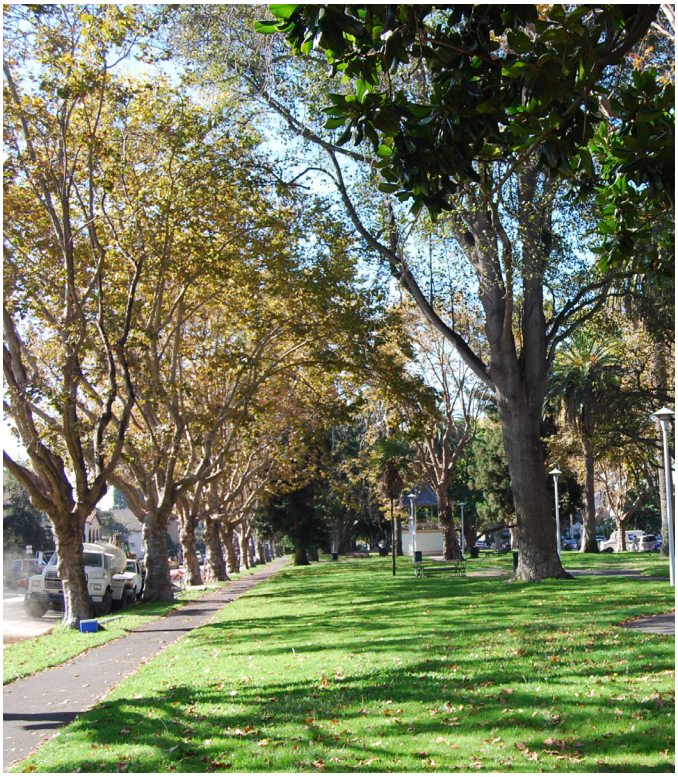
Table 7.070.A Description

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 Pittsburg.

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. Pittsburg'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.

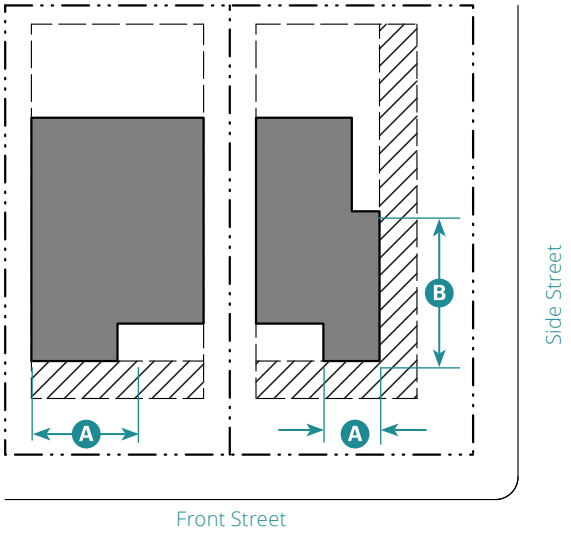
      (1) Identify the width of design site (e.g., 50 feet) and apply required front and side building setbacks (e.g., 5 feet and 5 feet).

      (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).

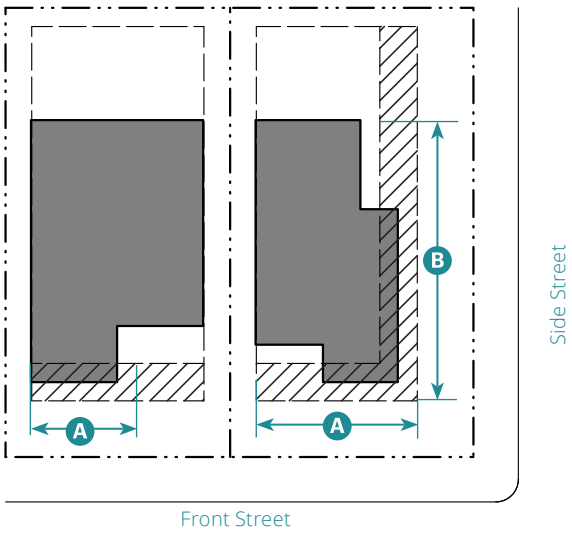
      (3) Multiply the required minimum percentage in the zone standards (e.g., 50 percent) by the net buildable width of the design site (e.g., 50 feet).The result is the minimum length, in feet, of building facade that shall be placed in or abutting the facade zone (e.g., 20 feet).

Figure 8.030.1: Applying the Required Amount to the Facade Zone

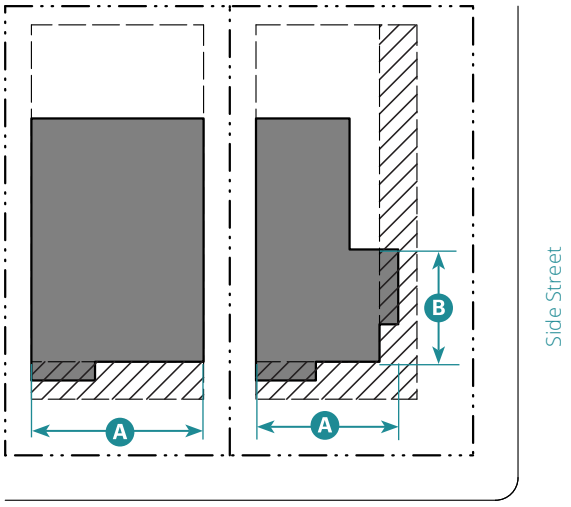
A. Abutting Facade Only



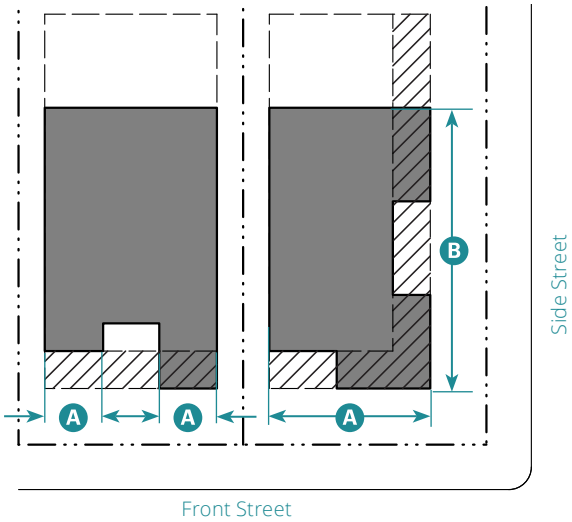
B. Within Facade Zone Only



C. Abutting and Within Facade Zone



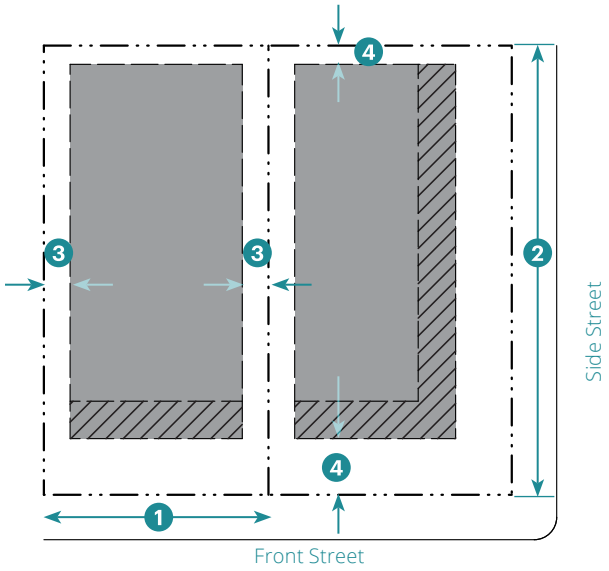
D. Abutting and at Front of Facade Zone



		Front Street	Side Street
▨	Facade Zone	50% min.[1]	50% min.[1]
■	Buildable Area	A	B

[1] This 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



Example Calculation

50'	Design Site Width
- 5'	Side Setback
- 5'	Side Setback
= 40'	Net Buildable Width
40'	Net Buildable Width
x Zone Standard	(e.g., 50%)
= 20'	Required In or Abutting 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.

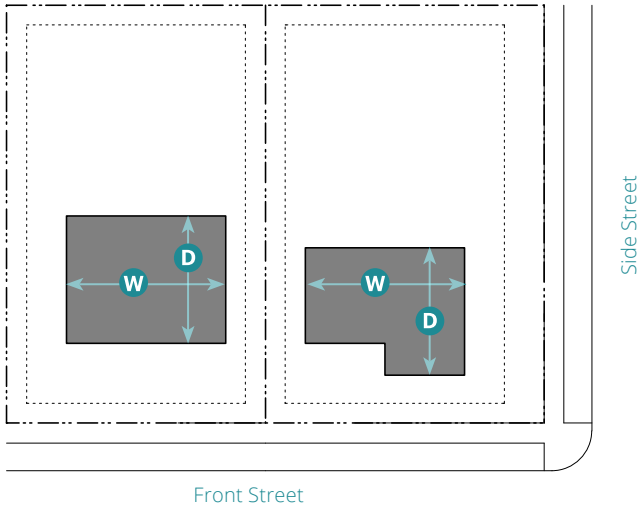


Figure 8.030.3: Main Body

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.

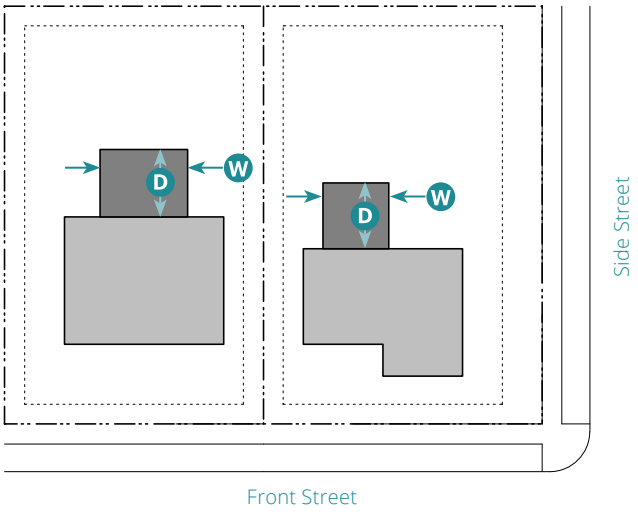


Figure 8.030.4: Wings and Ancillary Structures

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.

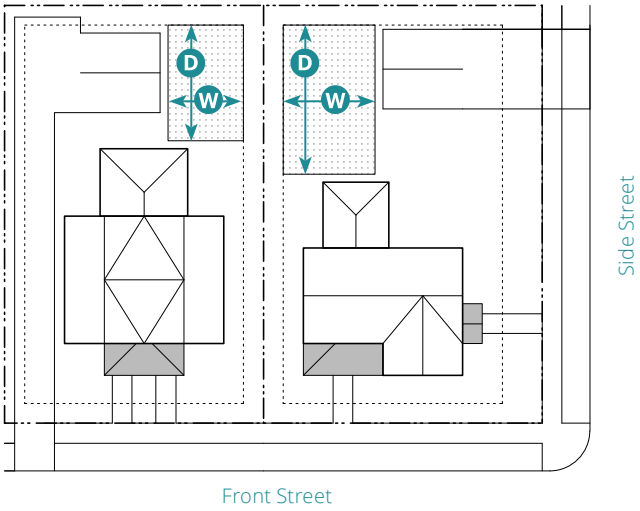


Figure 8.030.5:
Open Space(s)

W Width
D Depth

(4) **Courtyard(s).** The width and depth of courtyards shall be measured as follows:

(a) The width shall be parallel to the front; unless the courtyard is a secondary courtyard accessed directly from a side street.

(b) If a secondary courtyard is accessed directly from the side street, the width shall be parallel to the side street.

(c) The depth shall be perpendicular to the width.

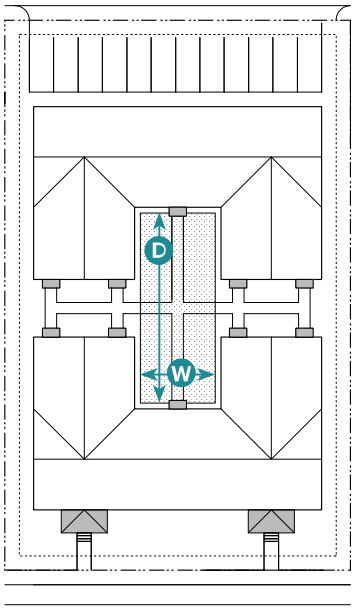


Figure 8.030.6: Courtyard(s)

W Width
D Depth

(5) **Width-to-Height Ratio.** Measurement of width-to-height ratio and depth-to-height ratio of forecourts.

(a) The width and depth of forecourts shall be measured per Figure 10 (Width-to-Height Ratio).

(b) The height of forecourts shall be a measurement of the vertical plane of the building that defines the forecourt.

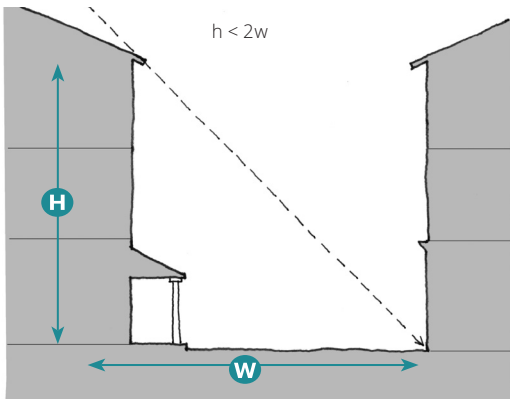


Figure 8.030.7: Width-to-Height Ratio

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

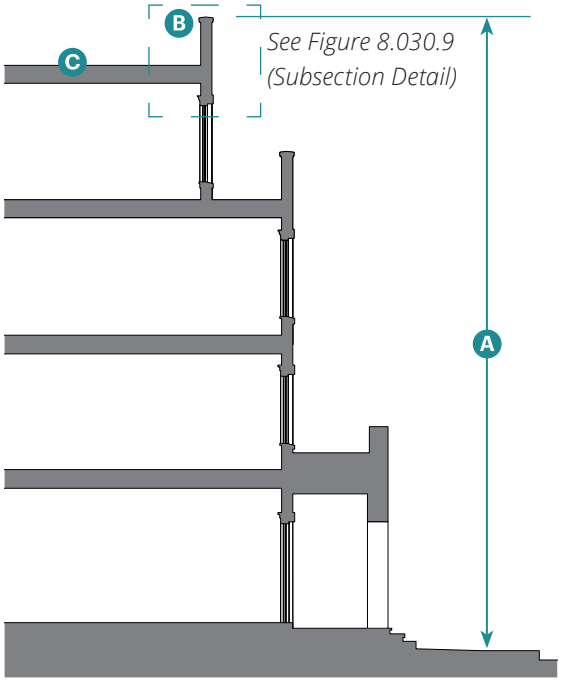
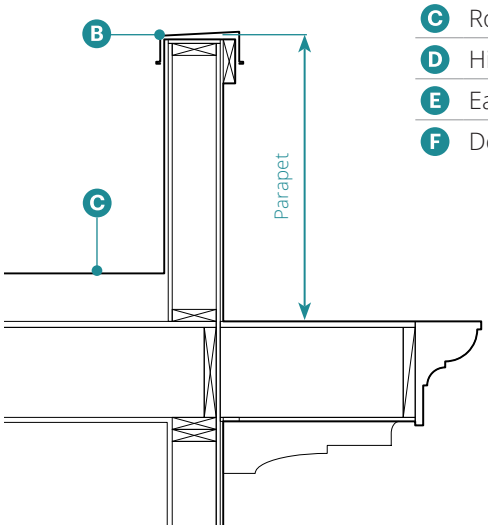


Figure 8.030.9: Subsection Detail of Top of Parapet and Flat Roof



- A Height, Overall
- B Top of Parapet
- C Roof Structure
- D Highest Eave Measurement
- E Eave Assembly
- F Dormer

Figure 8.030.10: Highest Eave for Pitched Roof

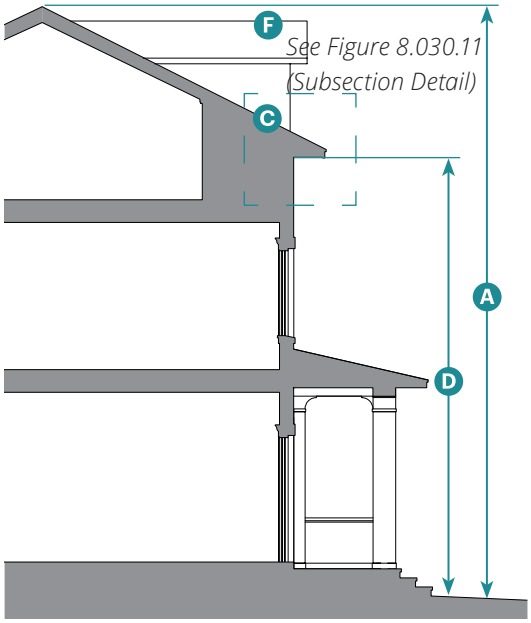
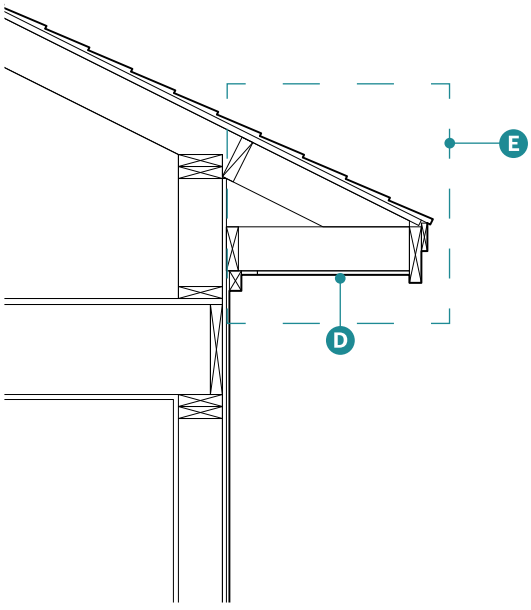


Figure 8.030.11: Subsection Detail of Highest Eave for Pitched Roof



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BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Zoning Map to Establish)
a Citywide Limited Overlay for Objective) ORDINANCE NO. 23-
Design Standards 2023)

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 a duly noticed public 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 October 2, 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 October 2, 2023, and was adopted and ordered published at a meeting of the City Council held on November 6, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

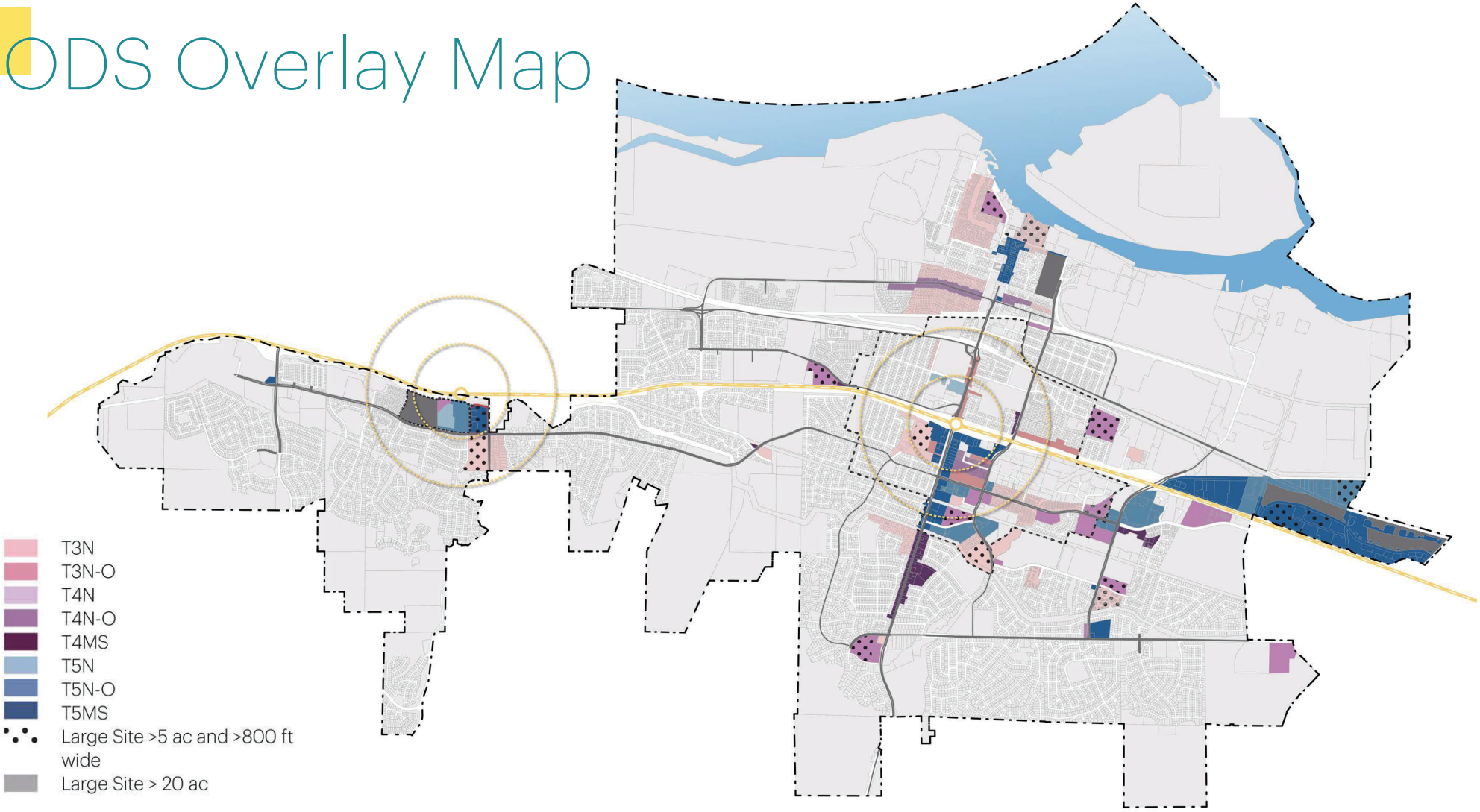
ABSENT:

_____
Shanelle Scales-Preston, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

ODS Overlay Map



Pittsburg Objective Design Standards