CITY OF PITTSBURG
AGENDA

NOVEMBER 17, 2025

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

SPECIAL MEETING
PLANNING COMMISSION APPEAL
5:30 PM

CLOSED SESSION
6:00 PM

REGULAR MEETING
7:00 PM

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

PRESIDING

Jelani Killings, Mayor/Chair
Dionne Adams, Vice-Mayor/Chair
Angelica Lopez, Council Member/Board Member
Juan Antonio Banales, Council Member/Board Member
Arlene Kobata, Council Member/Board Member

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

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

AUDIENCE REMARKS

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

5:30 PM - SPECIAL MEETING FOR PLANNING COMMISSION APPEAL

1. Public Hearing on an Appeal of the Planning Commission's Denial of a Use Permit for the Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0054 (UP)

   On August 12, 2025, the Planning Commission adopted Resolution No. 10277, denying an application filed by Lita Reeves requesting Use Permit approval to establish "Religious Assembly", "Day Care, General", and "Office, Business, and Administrative" uses within an existing multi-tenant commercial building located at 640, 650, and 670 Cumberland Street. The site is located within the Pedestrian Commercial (CP) Zoning District in Old Town Pittsburg, Assessor's Parcel No. 085-171-004.

   On August 20, 2025, Lita Reeves, pursuant to Pittsburg Municipal Code (PMC) Section 18.18.060, filed an appeal of the Planning Commission's determination.

6:00 PM - CONVENE IN CLOSED SESSION

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Pursuant to Section 54957
   City Attorney

3. CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Section 54957.6
   City Designated Representatives: Julie Mares, MRG, LLC
   Unrepresented Employee(s): City Attorney

4. CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Section 54957.6
   City designated representatives: Maria Aliotti, Jennifer Brizel, Jordan Davis
   Employee organizations: Pittsburg Police Managers Group
   Unrepresented employees: Senior Executive Team

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

The standing proclamation(s) were published as part of the agenda. The proclamation(s) will be posted on the City's website and social media accounts as appropriate.

5. Inspire Pittsburg - People Who Care

6. National Homeless Awareness Month

PRESENTATIONS

7. Presentation by Contra Costa Health on the Coordinated Outreach Referral, Engagement (C.O.R.E.) Program

8. Update from Contra Costa County Fire Department

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

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

COMMITTEE REPORTS

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

CONSIDERATION

9. Adoption of a City Council Minute Order to Appoint Candidates to the Planning and Community Advisory Commissions

   There is currently one (1) vacancy on the Planning Commission and one (1) vacancy on the Community Advisory Commission. Each term will be effective through February 28, 2028.

10. Introduce and Waive First Reading of an ordinance to Adopt by Reference the 2025 California Building Code, Residential Code, Electrical Code, Fire Code, Wildland-Urban Interface Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code, and Energy Code with State of California and Local Amendments

    The California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24. These codes are commonly referred to as the California Building Code (Codes) and include building, plumbing, mechanical, electrical, fire, wildland-urban interface, energy, residential, historical, green standards, and existing building.

11. Introduction and Waiving of the First Reading of an Ordinance to Amend Pittsburg Municipal Code 2.04.020 to Increase City Council Salary

    The ordinance, if adopted, would increase the City Council salary to an amount authorized by state law, effective after the November 2026 election.

12. Adoption of a City Council Resolution Authorizing Execution of a Consulting Services Agreement with Sandis Civil Engineers Surveyors Planners for Design of Project 2052- Delta De Anza Multimodal Trail Safety Improvements

    Project 2052 - Delta De Anza Multimodal Trail Safety Improvements (Project) is the construction of safety and operational enhancements to the Delta De Anza Trail within the Pittsburg City limits and Bay Point. Adoption of this Resolution will authorize the City Manager to execute a Consulting Services Agreement (Agreement) with Sandis Civil Engineers Surveyors Planners (Sandis) for design of the Project.

13. Adoption of a City Council Resolution Appointing Darin Gale as City Manager and Authorizing the Mayor to Execute the Employment Agreement

    Earlier this year, former City Manager Garrett Evans announced his retirement from the City of Pittsburg. The City Council appointed Assistant City Manager Maria Aliotti as Interim City Manager and retained an executive recruiting firm to conduct a recruitment for a permanent City Manager. This item is to appoint Mr. Gale as City Manager and authorize the Mayor to execute the Employment Agreement.

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, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

14. Minutes of November 03, 2025

15. Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Execute a Professional Services Agreement with Robertson-Bryan, Inc. for Energy Market Analysis Services
    Robertson-Bryan, Inc. (RBI) has previously provided Pittsburg Power Company (PPC) with on-call professional services related to power market pricing, power scheduling, delivery assessment in the California energy market, support for the development of new energy projects, and the expansion of PPC. PPC seeks to enter into a new agreement with RBI for a term of up to five years with a total compensation amount not to exceed $200,000.

16. Resolution Approving the Application for and/or Execution of Grant Funds From the Ocean Protection Council Under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 Proposition 84, Prop 68, Environmental License Plate Funds, Once Through Cooling, Greenhouse Gas Reduction Fund, or General Funds

    On June 17, 2025, staff submitted a single-jurisdiction application to the Ocean Protection Council's (OPC) Senate Bill (SB) 1 Grant Program to support development of the "City of Pittsburg Shoreline Adaptation Plan." ("Plan") This Plan builds on the County's regional work under SB 1, but focuses on Pittsburg's unique shoreline conditions, assets, and community needs, which may not be fully addressed in the broader approach. Although Pittsburg is outside San Francisco Bay Conservation and Development Commission's (BCDC) jurisdiction and not subject to SB 272 mandates, the City faces similar climate-related risks to those communities within BCDC's jurisdiction, including sea level rise and shoreline vulnerability. With a low-lying shoreline, environmental justice considerations, and an economy closely tied to waterfront assets, staff determined a tailored planning approach would better support future development and investment along the Pittsburg waterfront. On September 30, 2025, the OPC awarded the City $400,000 to develop the Plan. The City would contribute $25,000 from the Waterfront Enterprise Fund to support development. The OPC funding falls under Track 1, which covers the pre-planning, data collection, and planning phases. Upon successful completion of Track 1 and Council recommendation, the City would be eligible to apply for Track 2 funding to support implementation and construction of adaptation projects identified in the Shoreline Adaptation Plan.

17. Adoption of a City Council Resolution Amending the Master Pay Schedule as Required by California Public Employees' Retirement System

    To comply with the California Public Employees' Retirement System's (CalPERS) interpretation of the requirements of California Code of Regulations, Title 2, Section 570.5, the City will amend the single master pay schedule on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master pay schedule will be submitted to the City Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

18. Adoption of a City Council Resolution to Approve the Master Joint Use Agreement between the City of Pittsburg and Pittsburg Unified School District

    The City of Pittsburg (City) and the Pittsburg Unified School District (District) propose to enter into a Master Use Agreement for the joint use of each agency's facilities. Under the agreement, the District and the City will be permitted to use each other's facilities and active use areas for municipal recreational and educational purposes as long as the uses do not conflict with other events or activities.

19. Adoption of Two City Council Resolutions: (1) Authorizing the City Manager to Execute a Settlement Agreement with the Center for Biological Diversity; and (2) Requiring Subsequent Environmental Review under the California Environmental Quality Act for Potential Future Phases of the Pittsburg Technology Park Specific Plan

    This is a request to adopt two resolutions: (1) authorizing the City Manager to execute a Settlement Agreement with the Center for Biological Diversity; and (2) requiring subsequent environmental review under the California Environmental Quality Act (CEQA) for potential future phases of the Pittsburg Technology Park Specific Plan.

20. Adoption of a City Council Resolution Declaring Property at 1000 Center Drive (APNs: 086-100-049; 086-100-050; 086-100-051; and 086-100-052) as Exempt Surplus Lands and Authorizing an Exchange Agreement with ADS III Holdings, LLC

    The City of Pittsburg ("City") owns four undeveloped properties totaling approximately 2.86 acres (collectively, the "Property") across from City Hall, adjacent to the Richard E. Arneson Justice Center. The City and ADS III Holdings, LLC ("ADS"), an affiliate of Discovery Builders, Inc., propose to exchange this City-owned property for a newly constructed single-family home to be deed-restricted for affordable housing. The proposed exchange advances the City's affordable housing goals and facilitates the construction of a new Discovery Builders corporate headquarters in Pittsburg.

    This action would declare the City's parcels as exempt surplus land under Government Code Section 54221(f)(1)(C) and authorize the City Manager to execute a property exchange agreement with ADS.

COUNCIL MEMBER REMARKS

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

ADJOURNMENT TO DECEMBER 1, 2025

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 Agency/Liaison/Subcommittee Assignments as of October 9, 2025

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Dionne Adams / Jelani Killings (Alt.)	Standing	Annual		M. Aliotti
Delta Diablo*	Jelani Killings / Arlene Kobata (Alt.)	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Arlene Kobata / Juan Banales (Alt.)	Standing	4th Monday (Bi-Monthly)	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings (Alt.)	Standing	Bi-Annual	1:00 PM	J. Samuelson
MCE Clean Energy Board	Arlene Kobata / Angelica Lopez (Alt.)	Standing	3rd Thursday	6:30 PM	J. Davis
TRANSPLAN / ECCRFFA	Juan Banales / Dionne Adams (Alt.)	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Angelica Lopez & Dionne Adams / Jelani Killings (Alt.)	Standing	4th Wednesday	4:00 PM	J. Samuelson
LIAISON	**COUNCIL MEMBER(S)**	**TYPE**	**MEETS**	**TIME**	**STAFF**
East Bay League of California Cities	Jelani Killings / Dionne Adams (Alt.)	Standing	3rd Thursday		M. Aliotti
Green Empowerment Zone	Arlene Kobata / Jelani Killings (Alt.)	Standing	3rd Friday (Bi-Monthly)	9:30 AM	J. Davis
Los Medanos Health Advisory Committee	Arlene Kobata & Jelani Killings	Ad Hoc	As Needed		M. Aliotti
Mayor’s Conference	Jelani Killings / Dionne Adams (Alt.)	Standing	1st Thursday	6:30 PM	M. Aliotti
Pittsburg Police Activities League (PAL)	Arlene Kobata & Angelica Lopez / Dionne Adams (Alt.)	Standing	Monthly		S. Albanese
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Juan Banales (Alt.)	Standing	Quarterly		M. Aliotti
SUBCOMMITTEES	**COUNCIL MEMBER(S)**	**TYPE**	**MEETS**	**TIME**	**STAFF**
Community and Economic Development	Jelani Killings & Dionne Adams / Angelica Lopez (Alt.)	Standing	2nd Wednesday	5:30 PM	J. Davis
Data Center and Hydrogen	Jelani Killings & Angelica Lopez	Ad Hoc	As Needed		J. Davis
Development Agreement	Jelani Killings & Dionne Adams	Ad Hoc	As Needed		J. Davis
Finance Management	Juan Banales & Jelani Killings / Dionne Adams (Alt.)	Standing	3rd Friday	5:00 PM	M. Aliotti
Infrastructure and Transportation	Juan Banales & Dionne Adams / Angelica Lopez (Alt.)	Standing	4th Thursday	5:30 PM	J. Samuelson
Tenant Protections	Juan Banales & Angelica Lopez	Ad Hoc	As Needed		S. Bellafronte
Life Enrichment	Dionne Adams & Angelica Lopez / Arlene Kobata (Alt.)	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Angelica Lopez & Jelani Killings	Standing	As Needed		K. Simonton
Public Safety	Arlene Kobata & Angelica Lopez / Jelani Killings (Alt.)	Standing	1st Wednesday	5:30 PM	S. Albanese

*Stipend of $170 per month
** Stipend of 100 per month

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

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Public Hearing on an Appeal of the Planning Commission's Denial of a Use Permit for the Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0054 (UP)

MEETING DATE: November 17, 2025

EXECUTIVE SUMMARY

On August 12, 2025, the Planning Commission adopted Resolution No. 10277, denying an application filed by Lita Reeves requesting Use Permit approval to establish "Religious Assembly", "Day Care, General", and "Office, Business, and Administrative" uses within an existing multi-tenant commercial building located at 640, 650, and 670 Cumberland Street. The site is located within the Pedestrian Commercial (CP) Zoning District in Old Town Pittsburg, Assessor's Parcel No. 085-171-004.

On August 20, 2025, Lita Reeves, pursuant to Pittsburg Municipal Code (PMC) Section 18.18.060, filed an appeal of the Planning Commission's determination.

FISCAL IMPACT:

There would be no fiscal impact associated with the recommended action. All project improvements or upgrades to the existing facilities will be financed by the project applicant.

RECOMMENDATION:

Staff recommends the City Council open the de novo appeal hearing, take comment from the appellant (project applicant) and the public, close the appeal hearing, and move to adopt the attached resolution upholding the appeal and granting Use Permit approval to establish “Religious Assembly”, “Day Care, General”, and “Office, Business, and Administrative” uses within an existing multi-tenant commercial building located at 640, 650, and 670 Cumberland Street for Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0054 (UP).

BACKGROUND:

On June 20, 2025, Lita Reeves filed Planning Application No. 25-0054, requesting approval to establish the following conditionally permitted land uses: "Day Care, General" at 640 Cumberland Street; "Religious Assembly" at 650 Cumberland Street; and "Office, Business, and Administrative" at 670 Cumberland Street. The applicant currently provides community services and youth programming through a registered nonprofit within the City of Pittsburg and surrounding communities and is seeking to expand their operations with this proposed project site.

On August 12, 2025, the Planning Commission held a duly noticed public hearing on the proposed project and considered testimony. After review and discussion by the Planning Commission, Commissioner Stokes made a motion to accept staff’s recommendation and adopt the proposed Resolution, approving the Use Permit application for Baby Yale Academy and City of the Lord Zion Cumberland. The motion failed to carry, as there was not a second motion to accept staff’s recommendation.

Upon further discussion, Commissioner Robinson made a motion to adopt a resolution denying the proposed Use Permit application based upon an inability to make all the requisite Use Permit findings in the affirmative, as further described in the “Analysis” section of this Staff Report. Commissioner Popova seconded this motion, and the Planning Commission voted 5-0-1, with Commissioner Stokes abstaining, denying the Use Permit application for Baby Yale Academy and City of the Lord Zion.

On August 20, 2025, the project applicant, Lita Reeves, filed an appeal of the Planning Commission’s determination.

SUBCOMMITTEE FINDINGS:

This item was not presented to a subcommittee.

STAFF ANALYSIS:

PROJECT DESCRIPTION:

Proposed Project:
The applicant proposes to occupy all three storefronts along Cumberland Street (640, 650, and 670) to support affiliated community-based operations, further detailed below.

640 Cumberland Street:
The approximately 3,500 square foot tenant space located at 640 Cumberland Street

would be utilized as a “Day Care, General” facility by “Baby Yale Academy” for children aged 18 months to 12 years. The space includes large open areas that will be divided into classroom sections using temporary cubicle partitions. Two ADA-accessible restrooms are available within the proposed floor plan. Playground equipment would be installed and located near the entry for active play. Food preparation for the day care facility would take place within the kitchenette at 670 Cumberland. The day care proposes to operate Monday through Friday from 6:00 a.m. to 6:00 p.m. Child pick-up and drop-offs will be scheduled in staggered 15-minute intervals to minimize the proposed site’s potential traffic congestion.

650 Cumberland Street:
The approximate 1,000 square feet of tenant space at 650 Cumberland Street would be used as a Religious Assembly for “City of the Lord Zion Cumberland”, featuring non-fixed seating for up to 80 people. The applicant proposes installation of a raised stage for services. Programming would occur seven days per week, on a variable schedule between 8:00 AM and 8:00 PM. Services will not overlap with proposed day care operations.

670 Cumberland Street:
The tenant space at 670 Cumberland Street would serve as an “Office, Business, and Administrative” spaces for both the day care and religious assembly uses. There are three existing rooms within the tenant space, one of which would be used as a pastor’s office, and the remaining two as kitchenette and staff lounge areas.

The applicant is not proposing any interior or exterior building modifications at this time.

The proposed floor plan and business plan for Baby Yale Academy and City of the Lord Zion Cumberland are included as Attachments to this Staff Report.

CODE COMPLIANCE:

Pittsburg General Plan 2040: The project site is located in the Commercial Core Downtown Subarea of the City of Pittsburg’s 2040 General Plan and has a land use designation of Downtown Commercial. The Downtown Commercial land use designation is intended to be a walkable, mixed-use district with specialty retail, restaurants, service uses, and professional offices integrated with residential uses. The proposed uses are compatible uses within the Downtown Commercial Core, as they would contribute to existing pedestrian-oriented businesses also bringing in additional visitors, and encouraging community-service uses. Additional General Plan compliance is included in the Analysis Section of this Staff Report.

Pittsburg Municipal Code: The project site is located within the Pedestrian Commercial (CP) Zoning District which is intended to provide a vibrant destination area that caters to pedestrian shoppers and visitors in the Downtown Commercial Core. The Zoning District is intended to create a place for pedestrian-oriented activity by providing inviting, visually interesting, human-scale architecture, pedestrian-friendly storefronts, outdoor dining opportunities, and a limited number of public parking facilities.

Pursuant to Pittsburg Municipal Code (PMC) Section 18.52.010, the proposed “Day Care, General” use requires a Use Permit to operate within the Pedestrian Commercial Zoning District. Similarly, the proposed “Religious Assembly” use also requires Use Permit approval if the facility is capable of accommodating 50 or more seated persons, as determined in accordance with the Uniform Building Code (Commercial Limited Land Use Regulation L-110). The proposed “Office, Business, and Administrative” use is generally permitted by right in the Pedestrian Commercial Zoning District, provided it is not located adjacent to Railroad Avenue, which is the primary commercial corridor in Old Town Pittsburg (Commercial Limited Land Use Regulation L-174). However, this office use has been included in the current Use Permit application because it directly supports the associated Day Care and Religious Assembly uses, which do require Use Permit approval. Specifically, the office space provides shared support functions including additional restrooms, staff break areas, and a kitchenette serving both the Day Care and Religious Assembly uses.

<u>Use Permit:</u> In order for the City Council to uphold the appeal by the applicant and approve the Use Permit application, key findings must be made in the affirmative.

<u>Use Permit Findings:</u> In accordance with PMC Section 18.16.040, a Use Permit may be granted only if the Planning Commission can make findings that the proposed use:

1. is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location;
2. is not detrimental to the health, safety, and general welfare of the City;
3. will not adversely affect the orderly development of property within the City;
4. will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City;
5. is consistent with the objectives, policies, general land uses, and programs specified in the General Plan and applicable Specific Plan;
6. will not create a nuisance or enforcement problem within the neighborhood;
7. will not encourage marginal development within the neighborhood;
8. will not create a demand for public services within the City beyond that of the ability of the City to meet in light of taxation and spending restraints imposed by law;
9. is consistent with the City’s approved funding priorities; and
10. if located within the Pedestrian Commercial (CP) district, will support the goals of creating a vibrant, economically prosperous, visually interesting, and engaging pedestrian-oriented atmosphere along the primary downtown corridor.

For reference, the adopted summary minutes of the August 12, 2025, Planning Commission meeting are included as Attachment 7 to this Staff Report. In light of the Planning Commission’s decision not to recommend approval of the project, the applicant has submitted an appeal requesting City Council uphold the appeal.

Staff was in support of the proposed project and recommended approval at the time it was presented to the Planning Commission and was able to make all required findings in the affirmative, including Finding J. While the Planning Commission determined that Finding J could not be made, staff continues to find that the project satisfies the intent and requirements of this Finding.

As such, Use Permit Finding J applies to projects located within the Pedestrian Commercial Zoning District and requires that such projects further the goals of creating a vibrant, economically prosperous, visually engaging, and pedestrian-oriented atmosphere along the primary downtown corridor.

The proposed Baby Yale Academy and City of the Lord Zion Cumberland religious facility would advance these goals by activating currently vacant tenant spaces, attracting families to the downtown area, and increasing pedestrian activity and visitors to the Commercial Core. Baby Yale Academy's weekday pick-up period, generally occurring between 4:00 p.m. and 6:00 p.m., is anticipated to generate additional evening pedestrian presence, providing opportunities for families to patronize nearby restaurants and businesses before returning home. Religious activities, which are expected to occur primarily on weekends and intermittently during the week, would bring additional visitors to Old Town Pittsburg and further support local commerce.

Furthermore, the applicant has expressed a commitment to enhancing the visual quality of the project site by investing in future building frontage improvements along Cumberland Street (including planter boxes, and façade upgrades) and collaborating with Staff on the potential development of murals on the building's blank side façades. These proposed improvements would enhance the aesthetic character and contribute to the overall visual interest of the area, furthering compliance with Finding J.

As outlined in the Background and Analysis sections of the Planning Commission Staff Report (attached, dated August 12, 2025), the proposed uses are consistent with the project site's General Plan and zoning designations. Approval of the project would result in the occupancy of currently vacant and underutilized commercial tenant spaces within the Downtown Commercial Core, thereby contributing to the area's economic vitality and pedestrian activation. Furthermore, the applicant has indicated agreement with the proposed Conditions of Approval, which have been developed to address and mitigate potential project-related impacts, including traffic, noise, and land use compatibility.

Based on these considerations and the analysis above and in the Planning Commission Staff Report, staff concludes that the project, as proposed and as previously presented to the Planning Commission, is consistent with the purpose and intent of Finding J. Accordingly, Staff recommends the City Council uphold the appeal by the project applicant and approve the project.

Environmental: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 1, "Existing Facilities," of the CEQA Guidelines, section 15301. The proposed project qualifies for a Class 1 categorical exemption because the project site is an existing privately owned structure, and the applicant is not proposing any expansion of the existing structure. The proposed project would not have any significant effect on the environment and therefore, categorically exempt from the provisions of CEQA.

Public Notice: On or prior to November 7, 2025, a notice of the November 17, 2025 Public Hearing for the proposed project was posted at City Hall and at or near the project site; was delivered for posting at the Pittsburg Library; was posted on the “Public Notices” section of the City’s website and was mailed via first class or electronic mail to the applicant, to the property owner, to all owners of property within 300 feet of the project site, to local service agencies expected to provide services to the business, and to individuals who had previously filed written request for such notice, in accordance with PMC section 18.14.010 and Government Code section 65091. The notice was also posted on www.nextdoor.com (“Nextdoor”) and was sent directly to all subscribed residents in the “Harbor and School Street”, “Marina Vista”, “The Village at New York Landing” “W. 8th Street” and “Downtown Pittsburg” neighborhoods.

The Public Hearing Notice is included as an attachment to this Staff Report.

ATTACHMENTS:

1. Proposed Resolution Approving Baby Yale Academy and City of the Lord Zion
2. Proposed Project Floor Plan
3. Proposed Project Business Plan
4. Appeal Submission
5. Planning Commission Staff Report dated August 12, 2025
6. Planning Commission Resolution No. 10277
7. Planning Commission Meeting Minutes from August 12, 2025
8. Public Hearing Notice/Vicinity Map

Report Prepared By: Kelsey Gunter, Associate Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Upholding an Appeal and Approving Use) Permit Application for Baby Yale Academy) And City of the Lord Zion Cumberland to) Establish “Religious Assembly,” “Day Care,) General,” and “Office, Business, and) Administrative” uses within an existing) Multi-tenant commercial building located) At 640, 650, and 670 Cumberland Street,) AP-25-0054 (UP).)	RESOLUTION NO. 25-

WHEREAS, On June 20, 2025, Lita Reeves (applicant) filed Planning Application No. 25-0054, requesting approval to establish the following uses: "Day Care, General" at 640 Cumberland Street; "Religious Assembly" at 650 Cumberland Street; and "Office, Business, and Administrative" at 670 Cumberland Street. The applicant currently provides community services and youth programming through a registered nonprofit within the City of Pittsburg and surrounding communities and is seeking to expand their operations with this proposed project site; and

WHEREAS, the proposed project is governed by the applicable goals and policies of the Pittsburg General Plan, the Pittsburg Municipal Code (PMC); and

WHEREAS, on August 12, 2025, the Planning Commission held a public meeting to consider Use Permit Application No. 25-0054, at which time oral and/or written testimony was considered. Following discussion and deliberation, the Planning Commission voted 5-0-1 to adopt Resolution No. 10277, denying the request for Use Permit Approval to establish a “Religious Assembly”, “Day Care, General”, and “Office, Business, and Administrative” uses within an existing multi-tenant commercial building located at 640, 650, and 670 Cumberland Street for Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0054 (UP); and

WHEREAS, on August 20, 2025, pursuant to PMC Section 18.18.060, Lita Reeves filed an appeal of the Planning Commission’s determination; and

WHEREAS, on or prior to November 7, 2025, a notice of the November 17, 2025, Public Hearing for the proposed project was posted at City Hall and at or near the project site; was delivered for posting at the Pittsburg Library; was posted on the “Public Notices” section of the City’s website and was mailed via first class or electronic mail to the applicant, to the property owner, to all owners of property within 300 feet of the project site, to local service agencies expected to provide services to the business, and to individuals who had previously filed written request for such notice, in accordance with PMC section 18.14.010 and Government Code section 65091. The notice was also posted on www.nextdoor.com (“Nextdoor”) and was sent directly to all subscribed residents in the “Harbor and School Street”, “Marina Vista”, “The Village at New York Landing” “W. 8th Street” and “Downtown Pittsburg” neighborhoods.

WHEREAS, on November 17, 2025, the City Council held a public hearing on the appeal of the denial of Use Permit Application for Baby Yale and City of the Lord Zion Cumberland to establish a “Religious Assembly,” “Day Care, General,” and “Office, Business, and Administrative” use within an existing multi-tenant commercial building located at 640, 650, and 670 Cumberland Street for Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0054 (UP), at which time evidence from the prior Planning Commission public hearing was reviewed and additional oral and/or written testimony was considered.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby finds and determines as follows:

Section 1. Findings

Based on the City Council Staff Report entitled, “Appeal of the Planning Commission’s Denial for a Use Permit for the Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0054 (UP)”, dated November 17, 2025, incorporated here by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

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

2. The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 1, “Existing Facilities,” of the CEQA Guidelines, section 15301. The proposed project qualifies for a Class 1 categorical exemption because the project site is an existing privately owned structure, and the applicant is not proposing any expansion of the existing structure. The proposed project would not have any significant effect on the environment and therefore, categorically exempt from the provisions of CEQA.

3. The proposed Use Permit proposal:

a) Will be in accordance with the objectives of the Zoning Ordinance, the purpose of the land use district in which it is located and is appropriate to the specific location, in that and the CP (Pedestrian Commercial) District, which allows for conditionally permitted uses, such as day cares, religious assembly, and office spaces subject to Use Permit approval by the Planning Commission. The proposed uses would keep a transparent storefront and maintain the pedestrian-friendly nature of the Pedestrian Commercial Zoning District by bringing clientele and family to Old Town Pittsburg.

b) Will not be detrimental to the health, safety, and general welfare of the City, if conditions of approval are adopted, including, but not limited to the following: 1) adherence to the drop-off and pick-up schedule; 2) installation of a loading zone; 3) development of the project's refuse disposal plan; and 4) compliance with all applicable local, regional, State and Federal regulations.

c) Will not adversely affect the orderly development of property within the City, in that the proposed uses are consistent with the 2040 General Plan and Pittsburg Municipal Code, which govern land use. Further the proposed uses will occupy an existing, vacant, commercial space, and the applicant is not proposing exterior building expansions or parking lot changes that would otherwise conflict with the City's goals, policies, and development standards.

d) Will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City. Occupancy of a vacant space in an active retail center will contribute positively to local revenue and vitality.

e) Will be consistent with the General Plan. The subject site has a land use designation of 'Downtown Commercial' which envisions a mix of commercial services in the Downtown areas. The three proposed uses will further the creation of a mix of commercial services in Old Town Pittsburg. Additionally, the proposed uses are in compliance with the General Plan, including Policies 9-P-3.5 and 2-P-3.5.

f) Will not create a nuisance or enforcement problem within the neighborhood, in that it will be required to meet performance standards, as set forth by PMC Chapter 18.82, which are intended to address ongoing safety, noise, odor, and maintenance concerns.

g) Will not encourage marginal development within the neighborhood, in that the proposed uses will occupy existing commercial spaces and the Use Permit proposal does not involve construction of a new building or building addition. The use will utilize appropriately sized, existing tenant spaces with adequate facilities.

h) Will not create a demand for public services within the City beyond that of the ability of the City to meet in light of taxation and spending restraints imposed by law, in that the proposed uses have access to existing infrastructure, including fire, police, and water.

i) Will not be inconsistent with the City's approved funding priorities, in that it does not require City funding.

j) If located within the Pedestrian Commercial (CP) district, will support the goals of creating a vibrant, economically prosperous, visually interesting, and engaging pedestrian-oriented atmosphere along the primary downtown corridor, in that the proposed use would result in the occupancy of currently vacant and underutilized commercial tenant spaces within the Downtown Commercial Core, thereby contributing to the area's economic vitality and pedestrian activation. The proposed Baby Yale Academy and City of the Lord Zion Cumberland religious facility would advance Finding

J's goals by attracting families to the downtown area and creating increasing pedestrian activity within the Commercial Core. Baby Yale Academy's weekday pick-up period, generally occurring between 4:00 P.M. and 6:00 P.M., is anticipated to generate additional evening pedestrian presence, providing opportunities for families to patronize nearby restaurants and businesses before returning home. Religious activities, which are expected to occur primarily on weekends and intermittently during the week, would bring additional visitors to Old Town Pittsburg and further support local commerce.

4. The Staff Report entitled, "Appeal of the Planning Commission's Denial for a Use Permit for the Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0054 (UP)" dated November 17, 2025, is referenced hereto as additional support for the findings.

Section 2. Decision

Based on the findings set forth above, the City Council hereby approves Use Permit Application No. 25-0054, subject to the following conditions:

City of Pittsburg Planning Division Conditions of Approval:

1. Conformity with Project Plans. The approved uses shall be operated in substantial conformity with the project plans submitted on June 17, 2025 (attached to the Staff Report) except as may be, hereinafter, modified. Any major changes to the project plans shall be subject to review and approval by the Planning Commission at the City Planner's discretion.

2. Loading Zone Installation. The business operator shall work with the Engineering Division and obtain any necessary permits for the installation of yellow paint along the project site frontage to establish a loading zone, subject to Engineering Division approval.

3. Conformity with Proposed Pick-Up and Drop-Off Plan. The approved use shall be operated in substantial conformity with the proposed pick-up and drop-off plan to eliminate traffic congestion and related issues by staggering timeframes for families. The applicant shall be responsible for ensuring the pick-up and drop-off plan is enforced and that no vehicular idling, illegal parking, or nuisances occur that are directly associated with the day care business operations. The approved pick-up and drop-off plan is approved as follows:

a. Staggered drop-off schedule with 10-15-minute time intervals per every three to five families in the morning hours between the hours of 6:00 A.M. and 9:00 A.M.
b. Staggered pick-up schedule with 10-15-minute time intervals per every three to five families in the afternoon between the hours of 4:00 P.M. and 6:30 P.M.
c. Encourage local families walk/bike/scoot their child to and from school.

4. License and Permitting. At all times during operation of the business, the

business operator and all contracted workers shall maintain a City of Pittsburg Business License as well as all state-mandated licenses.

5. Landscaping. The business operator shall ensure the installation of permanent or semi-permanent planting areas in front of each tenant space subject to review and approval by the Planning Division. Landscaping shall be kept and maintained in a healthy, weed-free condition.

6. Bicycle Parking. The business operator shall install bicycle parking infrastructure with capacity for at least four bicycles. The infrastructure must be located on private property along the project frontage on Cumberland Street and must not obstruct or reduce accessibility of the existing sidewalk. Final placement and installation shall be field-verified to ensure full compliance with the Americans with Disabilities Act (ADA).

7. Refuse Disposal. Prior to Business License issuance, the applicant shall submit a refuse disposal plan to the City of Pittsburg's Community and Economic Development Department and Public Works Department for review and approval. Refuse disposal plan shall indicate the location of refuse storage on refuse pick-up days, the location of refuse storage on non-pick-up days, and the frequency in which the applicant is requesting service from Mount Diablo Resource Recovery.

8. Site Maintenance. The business operator shall ensure that the site is maintained in a neat and clean manner at all times. Trash, debris, weeds and/or other unkempt shrubbery shall not be allowed to accumulate on or around the site, or on the street gutters and sidewalks. There shall be no outside storage of materials, supplies, bins, or other equipment related to the business operation. The site maintenance is subject to inspection by City staff.

9. Storage of Refuse. The business operator shall ensure that all refuse bins directly associated with the proposed use remain in compliance with the Pittsburg Municipal Code and Mount Diablo Resource Recovery Standards. There shall be no storage of trash receptacles within any alleyway or accessible path of travel on or adjacent to the project site that are directly associated with the project site. Refuse storage area must be screened from public view.

10. Maximum Occupancy. The number of people within the tenant space shall not exceed the maximum occupancy for the space.

11. Project Operations. The proposed business shall operate in substantial conformance with this Use Permit application, including the submitted Floor Plan and Business Plan documentation. Any proposed change in use is subject to review and approval by the City of Pittsburg Planning Commission.

12. Signage. This Resolution does not permit any business signage. The business owner or operator shall be required to obtain all necessary permit(s) as part of a separate Sign Review Permit Application, which will be subject to review and approval

by the Planning Division prior to installation.

13. Peace and Order. The business operator shall be responsible for maintaining the peace and order on the premises. All necessary steps shall be taken to ensure that customers refrain from incidents of violence that adversely impact the safety of the community. Should the business operator fail to control loitering, noise, illegal parking, public disturbances or incidents of violence, and in the event that the business necessitates an increased police presence, the Chief of Police may require the business owner to provide additional public safety measures, including but not limited to, video cameras, additional exterior lighting, reduced hours of operation, submittal of a written acknowledgment by customers/guests allowing the Pittsburg Police Department to enter the premises to conduct an inspection during games, or such other measures as determined necessary by the Chief of Police in their sole discretion. Any such required additional measures shall be at the business owner/operator’s sole expense.

14. The Operator and all clients of the business shall sign an affidavit acknowledging the type(s) of uses allowed within the Downtown Subarea and the CP District, either existing or proposed in the future.

<u>City of Pittsburg – Building Division Conditions of Approval:</u>

15. All new businesses must obtain both a City of Pittsburg Business License and a Certificate of Occupancy prior to commencing any business operations.

16. Work shall not commence prior to obtaining required building permits and approvals. Any construction, demolition, or tenant improvement work performed without proper City authorization may result in enforcement actions, delays, or additional permitting requirements.

17. On the cover sheet of the plan set, clearly indicate the applicable building design codes. The City of Pittsburg enforces the following codes: 2022 California Administrative Code (CAC); 2022 California Building Code (CBC); 2022 California Historical Building Code (CHBC); 2022 California Existing Building Code (CEBC); 2022 California Green Building Standards Code (CGBSC); 2022 California Mechanical Code (CMC); 2022 California Plumbing Code (CPC); 2022 California Electrical Code (CEC); 2022 California Energy Code (CEC Part 6); 2022 California Fire Code; Pittsburg Municipal Code; Reference CBC Section 107.

18. Verify that the Drawing Index listed on the cover sheet includes all plan sheets. Reference CBC Section 107.

19. On the cover sheet, provide a complete Code Analysis, including: Proposed tenant use; Occupancy Group; Type of Construction; Separated or Nonseparated Mixed; Occupancies; Fire sprinkler status; Floor area (square footage); Number of stories; Occupant load; Reference CBC Sections 111, 302.1, 401, 503, 508, 601, 903, and 1004.1.

20. Plans and specifications for commercial buildings and tenant improvements must be prepared by a licensed architect or engineer, except for interior alterations involving only non-bearing partitions. Licensed professionals must affix their stamp on the plans to indicate responsibility. Licensed mechanical, plumbing, and electrical contractors may design systems they are installing.

21. The Site Plan must show all code-compliant accessible parking spaces, access aisles, and an accessible route to all entrances and exterior ground-floor exits. Accessibility design requirements include sidewalk and path width: minimum 48 inches; Walking surface slope: max 1:20 (5%); Ramp slope: max 1:12 (8.3%); Cross slope: max 1:48 (2%); Curb ramp slope: max 1:12 (8.3%); Provide 36-inch-long detectable warning surfaces at vehicular crossing points.

22. Provide at least one accessible route from accessible parking/loading zones, public sidewalks, and public transportation stops to the accessible building entrance. If multiple routes are provided, all must be accessible.

23. At least one accessible route shall connect all accessible buildings, facilities, elements, and spaces on the same site.

24. All exterior and interior accessibility features shall be designed and built to comply with Chapter 11B of the 2022 California Building Code.

25. The following outside agency clearances must be obtained and submitted prior to permit issuance, if applicable: Delta Diablo Sanitation District; Contra Costa Water District; Contra Costa County Fire Protection District; School District Fee Payment; Contra Costa Environmental Health Department (CCCEH); Bay Area Air Quality Management District (BAAQMD) (Notification and compliance for demolition, especially where asbestos or lead-based paint may be involved.)

<u>Contra Costa County Fire Protection District (CCCFPD) Conditions of Approval:</u>

26. Changes of use or occupancy. Changes shall not be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with the requirements of this code. (§102.3) CFC

27. Tenant Improvement Permit Required. The developer shall submit building construction plans and specifications for the subject project to the Fire District for review and approval.

28. The tenant improvement plans shall provide all interior and exterior proposed demolitions, modifications, or alterations. The description included a possible stage in the A-3 space, provide the dimensions of that stage in the Tenant Improvement plan set. After the tenant improvement plans are approved, plans and specifications for all

deferred submittals shall be submitted, including, but not limited to the following.

a. Private underground fire service water mains
b. Fire sprinklers
c. Standpipe (if applicable)
d. Fire alarm
e. Photovoltaic (if applicable)
f. Commercial kitchen hood extinguishing systems (if applicable)

All projects shall be submitted to the Fire District for review and approval ***prior*** *to* construction of the building or installation of the systems to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (901.2) CFC, (107) CBC

29. Occupancy Separation Requirements. Mixed occupancy buildings shall comply with Section 508 of the California Building Code. (508) CBC

30. Adequate Water Supply. The developer shall provide an adequate and reliable water supply for fire protection as set forth in the California Fire Code. (507.1) CFC ****Request a flow test from the Fire District office****. Email the Fire District's Permit Technicians at permittech@cccfpd.org to request an application and begin the request process.*

31. Fire Sprinkler System Required. Based on the proposed plans provided, the project as proposed shall be protected with an approved automatic fire sprinkler system complying with the current, adopted edition of **NFPA 13**, as amended. Submit to this office for review and approval prior to installation. (903.2.6) CFC

Fire Safety and Site Maintenance during Construction

32. FCL Requirements. Flammable or combustible liquid storage tanks shall ***not*** be located on the site without obtaining approval and necessary permits from the Fire District. (3401.4) CFC

33. Portable Generators. Portable generators used at construction sites shall comply with Section 1204. (3309) CFC

34. Abatement Maintenance. The owner shall cut down and remove all weeds, grass, vines, or other growth that is capable of being ignited and endangering property. (304.1.2) CFC

35. Portable Fire Extinguishers Required. All homes under construction shall be provided with not less than one approved portable fire extinguisher at each stairway on all floor levels, every storage shed, and next to any portable generator or energy system on site.

36. Fire Apparatus Access during Construction. Fire apparatus access to the site shall be maintained at all times of grading and construction.
a. Vehicles shall not block fire apparatus access.
b. Trash/Rubbish shall no accumulate within the homes and shall be removed from buildings at the end of each shift of work. (3305.2.1-3305.2.2).
c. Trash/Rubbish containers shall not be placed in a location that blocks fire apparatus access roads.
d. **Smoking shall be prohibited** except in approved areas. **Signs shall be posted** in accordance with Section 310. In approved areas where smoking is permitted, approved ashtrays shall be provided in accordance with Section 310. (3305.1) CFC
e. Site Safety Director. In accordance with Chapter 33 the owner or on-site general contractor project manager, shall establish a fire prevention program that is applicable throughout all phases of construction. The developer shall provide the following information on the site safety director:
· Name and contact information of the project manager/site safety director.
· Procedures for reporting emergencies.
· Smoking and cooking policies, designated areas to be used where approved, and signage locations in accordance with Section 3305.8.
· Location and safety considerations for temporary heating equipment.
· Hot work permit plans (if applicable).
· Plans for control of combustible waste material.
· Locations and methods for storage and use of flammable and combustible liquids.
· Location of the building material during the phases of subdivision construction.
· Provisions for site security.
f. Failure to comply with Chapter 33 of the California Fire Code will result in violations and possible fees.

Standard Conditions of Approval:

37. Other Agency Requirements. The applicant shall comply with all the requirements of the Community and Economic Development Department, Contra Costa County Fire Protection District, Contra Costa Environmental Health Department, Delta Diablo Sanitation District, and all other applicable local, state, and federal agencies. It is the responsibility of the applicant to contact each local, state, or federal agency for requirements that may pertain to this project.

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

39. Indemnification. Applicant agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person

challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at applicant's sole cost and expense. Applicant may select its own legal counsel to represent applicant's interests at applicant's sole cost and expense. Applicant shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.

40. Expiration of Approval. This Use Permit approval will expire on November 17, 2027 unless the use has been legally established prior to the expiration date, or a written request for an extension is filed with the Planning Division prior to the expiration date and is subsequently approved by the Planning Commission.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a special meeting on the 17th day of November 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

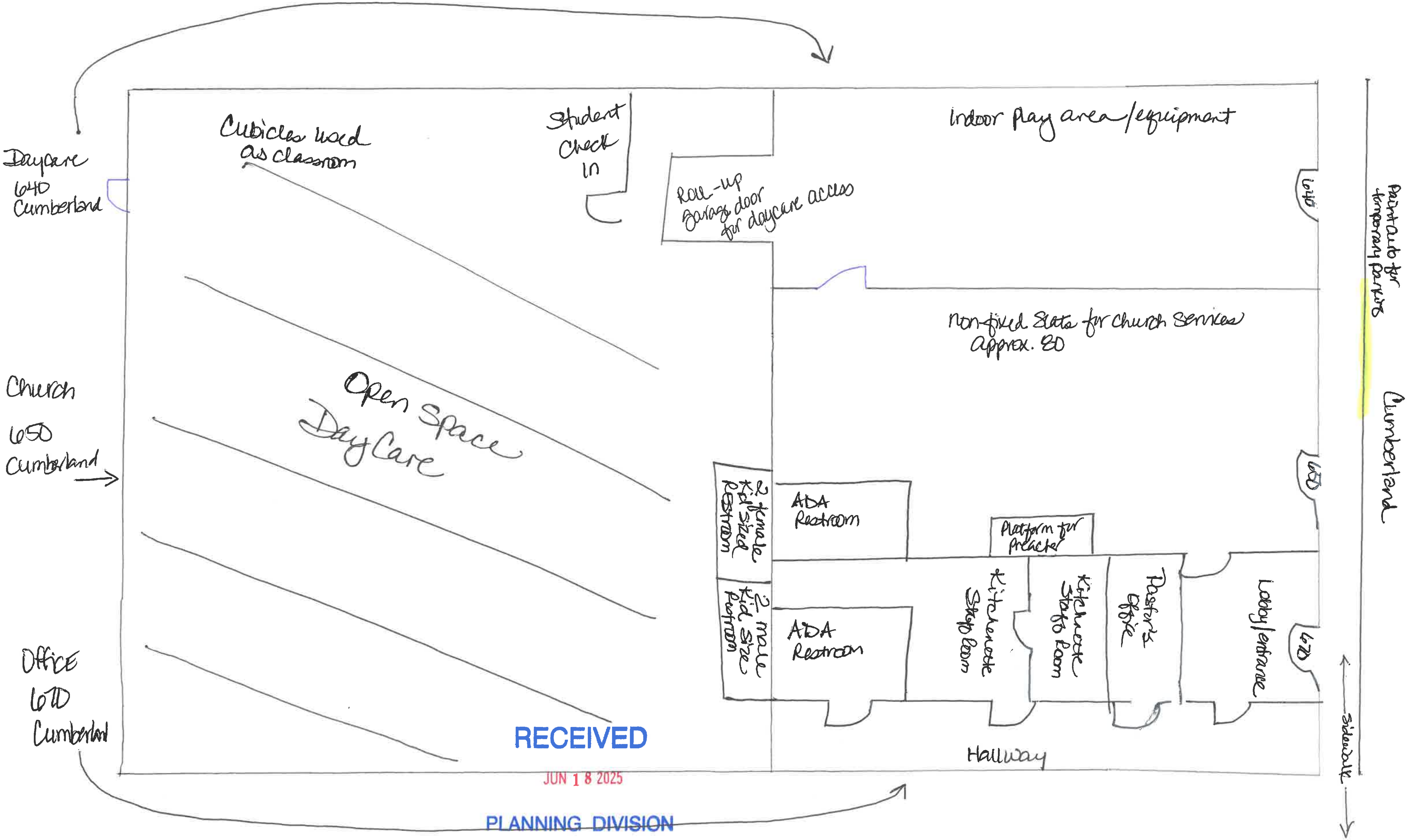
ABSENT:

____
Jelani Killings, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

Attachment 2



RECEIVED
JUN 18 2025
PLANNING DIVISION

Attachment 3

Baby Yale Academy, Inc.

Prepared for the City of Pittsburg
Planning and Building Departments

Business Description
Cumberland Operations

BUSINESS FORMATION

Baby Yale Academy, Inc. is a corporation formed in the State of California in March 2005.

Owner: Lita A. Reeves

Business Description

Baby Yale Academy, Inc. (BYA) was founded and launched by Lita Reeves with a vision to offer a premium childcare service to all families irrespective of socioeconomic status. Birthed out of a two-pronged frustration with childcare accessibility and programmatic quality, Baby Yale Academy addresses the challenges of equity, accessibility and quality by partnering with local, state and federal funding sources to supplement tuition and food rates for some families who may not be able to afford childcare otherwise. In addition to our private pay model, our team of dedicated leadership works with families to access and secure available funding sources, allowing families to continue to work confidently assured that their child is being offered a high-quality program of services.

Baby Yale Academy Cumberland will be licensed to operate childcare programs through California's Department of Social Services, Community Care Licensing Division (CCL). These programs are:

- Toddler Component (serving aged 18 months to 36 months),
- Preschool Program (serving 2 years to kindergarten), and
- School Age Program (serving 6 years to 12 years old).

Hours of Operations

Baby Yale Academy Cumberland is operated from 6:00 am to 6:00 pm.

Drop off and Pick up

Baby Yale Academy will utilize the stagger drop-off and pickup times to reduce the number of parents arriving during high volume times of the day. We will segment the children by age or grade or by the parents own pickup times.

We will create a one-way counterclockwise traffic pattern that moves by the front door. We will station staff to assist in unloading and checking children in and out at the curb. We will clearly mark the path with highly visible signs so no one is confused.

Parent Parking

Parents will only be allowed to park and come in for scheduled meetings or unless there isn't a lot of traffic. Otherwise the above drop off and pickup procedures will apply.

Staff Parking

Staff will be required to park on some of the lessor used streets and walk to the Center.

Use of Space

There are 3 unit spaces within the proposed use.
640 Cumberland issued as the daycare. It is approximately 3500 square foot and has access to 2 ADA restrooms. Food prep takes place within 670 Cumberland. Food prep is primarily snacks, sandwiches, fruits and veggies.

650 Cumberland is approximately 1000 square foot and will be used Saturday through Friday (7 days of the week) between the hours of 8 am to 8 pm. There is access to 2 ADA restrooms. We are able to accommodate up to 80-seated persons using non-fixed seating.

670 Cumberland is used as an office for both the church and daycare. Pastor's office is about 125 square feet; two kitchenette/staff room areas are approximately 250 square feet. There is internal access between all 3-unit spaces.

Lita Reeves
925 413-3608

Baby Yale Academy, Inc.

Corporate Office: 1801 Oakland Blvd, Walnut Creek, CA 94536

August 22, 2025

To Whom It May Concern:

Re: Denial of permit for 640, 650, 670 Cumberland, Pittsburg, CA 94565

We respectfully appeal the decision made by the City Planning Commission that denied our planning permit. Our proposed childcare and after-school services, as well as, a religious establishment and offices fulfills your objectives expressed in "Letter J' within the Pittsburg Municipal Code's "Specific Findings Necessary for Use Permit" (Section 18.16.040) which states, "If the use is located within the pedestrian commercial (CP) district, it will support the goals of creating a vibrant, economically prosperous, visually interesting, and engaging pedestrian oriented atmosphere along the primary downtown corridor.

Had we been given the opportunity to respond, we would have unequivocally stated our willingness to support the goals outlined in the municipal code of Letter J. We were denied our planning permit based on Letter J of the Pittsburg Municipal Codes. According to that regulation, any proposed business must demonstrate support for the district's goals. However, we were never asked whether we would support these goals or importantly, if our business aligns with them. A discussion was had between the commissioners and then a vote was had to deny the project.

We believe our business and church objectives align with the broad goals of the City's development plans for the downtown corridor.

1. **Economic Prosperity and Job Creation**
   Our business is set to be a catalyst for economic activity in the downtown corridor. By attracting families and community members,

PHONE 925 433-5552 FAX 925 433-5533 CEO Lita Reeves – 925 413-3608

our facility will contribute to the local economy through increased foot traffic, through job creation and collaboration with local businesses alike. We will help foster a more interconnected and prosperous local economy. Our childcare business and church, while not directly contributing taxes, is poised to create a vibrant and engaging space that will drive increased retail activity in the area. Our community hub will attract families thereby stimulating local commerce and encourage higher retail sales. This growth in retail activity will contribute to boosting the overall tax.

2. Creating a Vibrant Atmosphere

The architectural design of our business has been carefully crafted to complement and enhance the overall experience of the environment, making it more inviting and visually appealing. Our design process prioritizes sustainable practices, integration of greenery and artistic elements that will serve as landmark within the city, thereby helping to transform the downtown corridor into a destination that embodies both charm and modernity. The architectural approach will prioritize visually appealing aesthetics using local materials. We are working with the City's Economic Development department to apply for the grant to help in this process.

Attached is a rendition of what the building will look like. We are known for our exquisite interior of our businesses and churches.

3. Promoting a Pedestrian Oriented Environment

Our project will contribute to making downtown Pittsburg an accessible and enjoyable place for the community. Childcare Services and afterschool programs play a crucial role in the development and well-being of children in Pittsburg, there are currently only two centers that offer a similar range of services to what we are proposing. This underscores the importance and necessity of our initiative in filling a vital gap in the community. We aim to provide comprehensive support for children and families ensuring that every child has access to a safe, nurturing, and enriching environment.

This dual-purpose approach will not only meet a critical societal need but also foster community engagement and support.
Our commitment to a pedestrian-friendly atmosphere will create an environment with safe pathways, adequate signage provide an area for bicycle parking. Near our building is efficient lighting and landscaping, safe crossings. The mixed-use nature of our childcare and church services promotes walkable environments, as we are conveniently located near many residences in the area.

4. Community engagement and Safety
   By cultivating an engaging environment, we aim to promote a sense of community, well-being and safety. Community-oriented businesses have been shown to stimulate local engagement and collaborations with local organizations being responsive to the need and desires of local residents. We will have strong relationships with the families we serve and focus on building connections with the business owners in the community.

Conclusion

Thank you for the opportunity to share our business concept. We believe it plays a crucial role in fostering a vibrant, economically prosperous, and visually engaging environment in downtown Pittsburg.

We believe we have submitted sufficient details to secure a meeting as soon as possible before the council. We look forward to presenting a more comprehensive and formal response during the council hearing.

We are confidant our childcare and after school services facility will align with the City's objectives and believe our business and church are

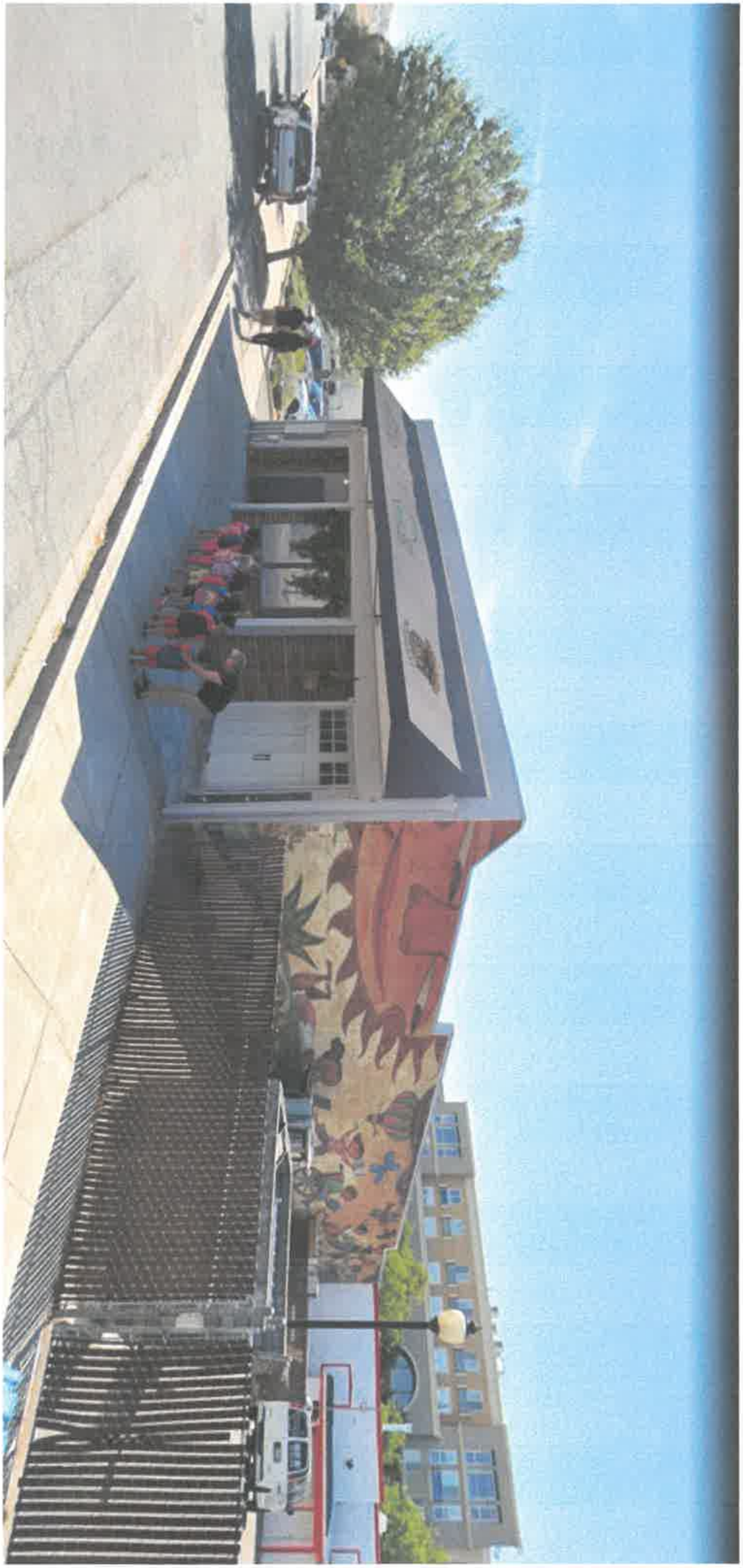
essential to families and the community. If you have any questions, please feel free to contact me at 925 413-3608.

Lita

LITA A. REEVES
CEO

Attachment 4

Attachment 4



Attachment 4

CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT
August 12, 2025

ITEM: **Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0054 (UP)**

ORIGINATED BY: Lita Reeves, 670 Cumberland Street, Pittsburg, CA 94565

SUBJECT:

This is a public hearing on a request for approval of a Use Permit to establish a “Religious Assembly,” “Day Care, General,” and “Office, Business, and Administrative” use within an existing multi-tenant commercial building located at 640, 650, and 670 Cumberland. The site is located within the Pedestrian Commercial (CP) Zoning District of the Old Town Pittsburg Downtown Area. Assessor’s Parcel No. 085-171-004.

RECOMMENDATION:

Staff recommends that the Planning Commission adopt a Resolution approving Use Permit Application No. 25-0054, subject to conditions.

BACKGROUND:

The subject property is a multi-tenant commercial building located along Cumberland Street, originally constructed in 1947. Historically, the structure has accommodated a range of retail and commercial uses. Most recently, the tenant space at 670 Cumberland Street was approved for a boxing gym under Use Permit No. AP-21-1574. That use has since ceased, and all three tenant spaces fronting Cumberland Street are currently vacant. The building has undergone recent renovations, including updated exterior paint and interior improvements to all tenant suites.

On June 20, 2025, the applicant submitted Use Permit Application No. 25-0054 requesting approval to establish the following uses: "Day Care, General" at 640 Cumberland Street; "Religious Assembly" at 650 Cumberland Street; and "Office, Business, and Administrative" at 670 Cumberland Street. The applicant currently provides community services and youth programming through a registered nonprofit and is seeking to expand their operations with this proposed project site.

PROJECT DESCRIPTION:

Existing Conditions: The subject property is an approximately 9,000 square-foot interior through lot, with frontages along Railroad Avenue and Cumberland Street. The parcel contains a one-story, multi-tenant commercial building that encompasses the entire parcel with zero-yard setbacks. There is no off-site street parking at the location, however street parking is available along both frontages. The proposed uses would occupy all three tenant spaces along Cumberland Street, as well as the middle space of the structure.

Surrounding Land Uses:

The project site is centrally located in Old Town Pittsburg, surrounded by a mix of commercial, institutional, and residential uses. Nearby businesses include professional offices, retail shops, churches, salons, and restaurants. Railroad Avenue and John Buckley Square are located one block west of the proposed project site.

North:	Commercial Building (Current Use: Office, Business, Administrative) and privately owned, off-street parking facility
West:	Adjoining Multi-Tenant Commercial Building with Primarily Personal Service uses
South:	Steeltown Coffee and Tea; Mechanic's Bank; Privately owned, off-street parking facility
East:	Contra Costa Fire Protection District; Pineda's Bar

Proposed Project:

The applicant proposes to use all three storefronts along Cumberland Street to support affiliated community-based operations, further detailed below.

640 Cumberland Street:
The approximately 3,500 square foot tenant space located at 640 Cumberland Street would be utilized as a "Day Care, General" facility by "Baby Yale Academy" for children aged 18 months to 12 years. The space includes large open areas that will be divided into classroom sections using temporary cubicle partitions. Two ADA-accessible restrooms are available within the proposed floor plan. Playground equipment would be installed and located near the entry for active play. Food preparation for the day care facility would take place within the kitchenette at 670 Cumberland. The day care proposes to operate Monday through Friday from 6:00 AM to 6:00 PM. Child pick-up and drop-offs will be scheduled in staggered 15-minute intervals to minimize the proposed site's potential traffic congestion.

650 Cumberland Street:
The approximate 1,000 square feet of tenant space at 650 Cumberland Street would be used as a Religious Assembly for "City of the Lord Zion Cumberland", featuring non-fixed seating for up to 80 people. The applicant proposes installation of a raised stage for services. Programming would occur seven days per week, on a variable schedule between 8:00 AM and 8:00 PM. Services will not overlap with proposed day care operations.

670 Cumberland Street:
The tenant space of 670 Cumberland Street would serve as an "Office, Business, and Administrative" space for both the day care and religious assembly uses. There are three

existing rooms within the tenant space, one of which would be used as a pastor's office, and the remaining two as kitchenette and staff lounge areas.

The applicant is not proposing any interior or exterior building modifications at this time.

The proposed floor plan and business plan for Baby Yale Academy and City of the Lord Zion Cumberland are included as Attachments 2 and 3 to this Staff Report.

CODE COMPLIANCE:

Pittsburg General Plan 2040: The project site is located in the Commercial Core Downtown Subarea of the City of Pittsburg's 2040 General Plan and has a land use designation of Downtown Commercial. The Downtown Commercial land use designation is intended to be a walkable, mixed-use district with specialty retail, restaurants, service uses, and professional offices integrated with residential uses. The proposed uses are compatible uses within the Downtown Commercial Core, as they would contribute to a pedestrian-oriented, community-service use. Additional General Plan compliance is included in the Analysis Section of this Staff Report.

Pittsburg Municipal Code: The project site is located within the Pedestrian Commercial (CP) Zoning District which is intended to provide a vibrant destination area that caters to pedestrian shoppers and visitors in the Downtown Commercial Core. The Zoning District is intended to create a place for pedestrian-oriented activity by providing inviting, visually interesting, human-scale architecture, pedestrian-friendly storefronts, outdoor dining opportunities, and a limited number of (public) parking facilities.

Pursuant to Pittsburg Municipal Code (PMC) Section 18.52.010, the proposed "Day Care, General" use requires a Use Permit to operate within the Pedestrian Commercial Zoning District. Similarly, the proposed "Religious Assembly" use also requires Use Permit approval if the facility is capable of accommodating 50 or more seated persons, as determined in accordance with the Uniform Building Code (Commercial Limited Land Use Regulation L-110).

The proposed "Office, Business, and Administrative" use is generally permitted by right in the Pedestrian Commercial Zoning District, provided it is not located adjacent to Railroad Avenue, which is the primary commercial corridor in Old Town Pittsburg (Commercial Limited Land Use Regulation L-174). However, this office use has been included in the current Use Permit application because it directly supports the associated Day Care and Religious Assembly uses, which do require Use Permit approval.

Specifically, the office space provides shared support functions including additional restrooms, staff break areas, and a kitchenette serving both the Day Care and Religious Assembly uses. Due to this operational integration and physical connection between tenant spaces, staff recommends processing the office component as part of the overall entitlement package.

The proposed uses would keep a transparent storefront and maintain the pedestrian-friendly nature of the Pedestrian Commercial Zoning District by bringing clientele and families` to Old Town Pittsburg. The proposed project, if approved, would provide a community-serving and a youth-oriented use in the Pedestrian Commercial Zoning District in Oldtown Pittsburg.

Off-Street Parking: PMC Section 18.78.040 sets forth standards for off-street parking. PMC Section 18.78.040(G)(3) specifies that nonresidential uses on properties located in the CP Zoning District shall not be subject to the minimum off-street parking and loading spaces required by Section 18.78.040. Therefore, no off-street parking is required for the proposed project. Street parking and public parking lots are located within walking distance of the proposed project site.

Despite there being no required off-street parking for the proposed use, and given the nature of the proposed use of a day care facility, staff has proposed to condition the project with a pick-up and drop-off plan to alleviate traffic related to the proposed use. Another proposed Condition of Approval requires the applicant to install an accessible loading zone at the project frontage, consistent with the City of Pittsburg's Public Works Department standards and requirements. Loading zone would be used for ease of child pick-up and drop-off.

While no bicycle parking is required by the Municipal Code for uses that do not require automobile parking, staff has determined that bicycle parking infrastructure is necessary as part of this proposed project to further support a walkable and multi-modal downtown Pittsburg. Despite the applicant's opposition to this requirement, a Condition of Approval remains in place requiring installation of four bicycle parking spaces, consistent with the goals of the Pedestrian Commercial Zoning District and the City's efforts to promote alternative transportation. This will be field verified to ensure compliance with ADA (Americans with Disabilities Act) accessibility.

Signage: The applicant is not proposing any exterior signage for the tenant space at this time. Signage associated with the proposed project would require a separate sign permit application that demonstrates consistency with the Old Town Design Guidelines. Any future exterior signage would be reviewed by staff for compliance with applicable guidelines prior to application for a Building Permit and installation.

Required Findings: In accordance with PMC Section 18.16.040, a Use Permit may be granted only if the Planning Commission can make findings that the proposed use:

A. is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location;

B. is not detrimental to the health, safety, and general welfare of the City;

C. will not adversely affect the orderly development of property within the City;

D. will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City;

E. is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable Specific Plan;

F. will not create a nuisance or enforcement problem within the neighborhood;

G. will not encourage marginal development within the neighborhood;

H. will not create a demand for public services within the City beyond that of the ability of the City to meet in light of taxation and spending restraints imposed by law;

I. is consistent with the City's approved funding priorities; and

J. if located within the Pedestrian Commercial (CP) district, will support the goals of creating a vibrant, economically prosperous, visually interesting, and engaging pedestrian-oriented atmosphere along the primary downtown corridor.

A full analysis of how the proposed project meets the required Use Permit findings is provided in the Resolution, Attachment 1.

Environmental: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 1, "Existing Facilities," of the CEQA Guidelines, section 15301. The proposed project qualifies for a Class 1 categorical exemption because the project site is an existing privately owned structure, and the applicant is not proposing any expansion of the existing structure. The proposed project would not have any significant effect on the environment and therefore categorically exempt from the provisions of CEQA.

If the proposed project is approved, Staff will file a Notice of Exemption with the Governor's Office of Land Use and Climate Innovation (LCI) and Contra Costa County Clerk-Recorder's Office.

Public Notice: On or prior to August 1, 2025, a notice of the August 12, 2025, Public Hearing for the proposed project was posted at City Hall and at or near the project site; was delivered for posting at the Pittsburg Library; was posted on the "Public Notices" section of the City's website and was mailed via first class or electronic mail to the applicant, to the property owner, to all owners of property within 300 feet of the project site, to local service agencies expected to provide services to the business, and to individuals who had previously filed written request for such notice, in accordance with

PMC section 18.14.010 and Government Code section 65091. The notice was also posted on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed residents in the "Harbor and School Street", "Marina Vista", "The Village at New York Landing" "W. 8th Street" and "Downtown Pittsburg" neighborhoods.

The Public Hearing Notice is included as Attachment 4 of this Report.

ANALYSIS:

Staff finds that the proposed use is compatible with surrounding land uses, aligns with the City of Pittsburg 2040 General Plan, and contributes to the vitality of Downtown Pittsburg. The project introduces a range of community-serving uses, including early childhood education, faith-based services, and administrative operations within a pedestrian-oriented area of the City. By activating three currently vacant tenant spaces along Cumberland Street, the project enhances the mix of land uses in the Commercial Core and supports General Plan goals related to community enrichment and downtown revitalization. In particular, the proposed Day Care would support educational and family needs for youth between the ages of 18 months and 12 years, while the Religious Assembly use would offer a space for community worshiping services. The office component would provide the necessary operational support for both.

The proposed "Day Care, General" use is consistent with several goals and policies of the City of Pittsburg's 2040 General Plan. Specifically, the project supports Policy 2-P-1.1, which encourages maintaining an adequate supply of educational and recreational opportunities for local youth. It also aligns with Policy 2-P-3.5, which states: "Support the development of cultural, educational, and entertainment facilities and events in the City's centers to serve residents and visitors." By establishing a licensed childcare and early education facility within a walkable corridor of the Old Town area, the proposed use addresses a growing local need for child development services. The Day Care facility is expected to serve families in the surrounding community and bring regular foot traffic to Downtown Pittsburg, activating a vacant commercial space and contributing to the overall vitality of the area.

The proposed "Religious Assembly" use is consistent with General Plan Policy 9-P-3.5, which states: "Support the preservation, improvement, and development of community cultural facilities, including cultural centers, community centers, theaters, and libraries, that provide gathering places for cultural exploration, expression, and inspiration." The project would establish a gathering space for worship, education, and cultural expression, helping to diversify the institutional and cultural uses within the Commercial Core. Because the space is capable of accommodating 50 or more seated persons, a Use Permit is required under Commercial Limited Land Use Regulation L-110, and staff finds the request appropriate and consistent with the surrounding land use context.

The proposed "Office, Business, and Administrative" use supports General Plan Goal 2-5, which aims to promote and maintain Downtown as a vibrant destination featuring a mix of uses, including offices, retail, restaurants, entertainment, and housing. The proposed office space is located in a pedestrian-oriented corridor and complements the desired diversity of uses envisioned in the Downtown area. Although the office use does not require a Use Permit under Commercial Limited Land Use Regulation L-174 because the site is not adjacent to Railroad Avenue, it has been included in the overall entitlement request. This is due to its direct and functional relationship with the Day Care and Religious Assembly uses, which do require Use Permit approval by the Planning Commission. The office space will support both operations by providing shared restrooms, staff break areas, and a kitchenette. Its inclusion strengthens the operational cohesion of the project and supports the long-term goal of fostering walkable, mixed-use areas within the City's historic core.

Together, the three uses foster a family-supportive environment, promote walkability, and fill a currently underutilized commercial space.

Staff finds that the proposed "Day Care, General," "Religious Assembly," and "Office, Business and Administrative" uses are consistent with the City's 2040 General Plan goals and policies, as well as the applicable regulations of the Pittsburg Municipal Code (Title 18 – Zoning Ordinance). The proposed uses are conditionally permitted within the Pedestrian Commercial Zoning District, and each use provides needed community-serving amenities. Furthermore, the project would bring active, productive use to three tenant spaces that are currently vacant. These uses would integrate into the existing commercial landscape, which includes a diverse mix of retail, dining, and personal services, such as restaurants, clothing stores, beauty salons, bookshops, and barber shops. The proposed project, if approved, would be compatible with both existing and allowed uses in the immediate Downtown area.

Additionally, staff finds that the proposed use would be in accord with the purposes of the land use district in which it is located and is appropriate to the specific location, in that the proposed uses are conditionally permitted within the Pedestrian Commercial Zoning District. The proposed use would not be detrimental to the health, safety, and general welfare of the City, rather, it would improve health and general welfare of the City's residents. The use would not adversely affect the orderly development of property within the City, in that the proposed use is consistent with both the General Plan and Municipal Code. It would not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City, as the proposed business is privately operated. The use would not create a demand for public services within the City beyond that of the ability of the City to meet in light of taxation and spending restraints imposed by law, in that the use would operate within an existing building with existing public services in place. The proposed use would support the goals of creating a vibrant, prosperous, visually interesting, and engaging community-oriented atmosphere within the immediate Downtown area.

ACTION REQUIRED:

Move to adopt a Resolution, approving Use Permit application No. 25-0054, subject to the Conditions of Approval as specified in the proposed Resolution.

ATTACHMENTS:

1. Proposed Resolution
2. Proposed Project Floor Plan
3. Proposed Project Business Plan
4. Public Hearing Notice/Vicinity Map

Prepared by: Kelsey Gunter, AICP, Associate Planner

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Denying a Use Permit Request to Establish a "Religious Assembly," "Day Care, General," and "Office, Business, and Administrative" use within an existing multi-tenant commercial building located at 640, 650, and 670 Cumberland Street, Pittsburg, CA for "Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0054 (UP)."	Resolution No. 10277

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

A. On June 20, 2025, the applicant submitted Use Permit Application No. 25-0054 requesting approval to establish the following uses: "Day Care, General" at 640 Cumberland Street; "Religious Assembly" at 650 Cumberland Street; and "Office, Business, and Administrative" at 670 Cumberland Street. This project is located within the Pedestrian Commercial (CP) Zoning District and Downtown General Plan Subarea. Assessor's Parcel No. 085-171-004.

B. The proposed project is governed by the 2040 Pittsburg General Plan and Pittsburg Municipal Code (PMC).

C. In accordance with PMC Section 18.16.040, a Use Permit may be granted only if specific findings are made relating to zoning consistency, community impact, orderly development, and conformance with General Plan policies.

D. The proposed use conforms with the applicable "Downtown Commercial" General Plan designation and the applicable goals and policies of the City's General Plan and Zoning Code.

E. The project is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301 (Class 1, Existing Facilities) of the CEQA Guidelines.

F. On or prior to August 1, 2025, notice of the August 12, 2025, public hearing was posted at City Hall, near the proposed project site, and on the 'Public Notices' section of the City's website; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies expected to provide services to the building, and to individuals who had previously filed written request for such notice, in accordance with Pittsburg Municipal Code (PMC) Section 18.14.010 and Government Code Section 65091.

G. On August 12, 2025, the Planning Commission held a public hearing on Planning Application No. 25-0054, at which time oral and/or written testimony was considered.

Section 2. Findings

A. Based on the Planning Commission Staff Report entitled, “Consideration of a Resolution Granting approval of a Use Permit to Establish a “Religious Assembly,” “Day Care, General,” and “Office, Business, and Administrative” use within an existing multi-tenant commercial building located at 640, 650, and 670 Cumberland Street, Pittsburg, CA for “Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0054 (UP),” dated August 12, 2025, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the Planning Commission finds that:

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

2. The Use Permit proposal:

   a) Will be in accordance with the objectives of the Zoning Ordinance, the purpose of the land use district in which it is located and is appropriate to the specific location, in that and the CP (Pedestrian Commercial) District, which allows for conditionally permitted uses, such as day cares, religious assembly, and office spaces subject to Use Permit approval by the Planning Commission. The proposed uses would keep a transparent storefront and maintain the pedestrian-friendly nature of the Pedestrian Commercial Zoning District by bringing clientele and family to Old Town Pittsburg.

   b) Will not be detrimental to the health, safety, and general welfare of the City, if conditions of approval are adopted, including, but not limited to the following: 1) adherence to the drop-off and pick-up schedule; 2) installation of a loading zone; 3) development of the project’s refuse disposal plan; and 4) compliance with all applicable local, regional, State and Federal regulations.

   c) Will not adversely affect the orderly development of property within the City, in that the proposed uses are consistent with the 2040 General Plan and Pittsburg Municipal Code, which govern land use. Further the proposed uses will occupy an existing, vacant, commercial space, and the applicant is not proposing exterior building expansions or parking lot changes that would otherwise conflict with the City’s goals, policies, and development standards.

   d) Will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City. Occupancy of a vacant space in an active retail center will contribute positively to local revenue and vitality.

   e) Will be consistent with the General Plan. The subject site has a land use designation of ‘Downtown Commercial’ which envisions a mix of commercial services in the Downtown areas. The three proposed uses will further the creation of a mix of commercial services in Old Town Pittsburg. Additionally, the proposed uses are in compliance with the General Plan, including Policies 9-P-3.5 and 2-P-3.5.

f) Will not create a nuisance or enforcement problem within the neighborhood, in that it will be required to meet performance standards, as set forth by PMC Chapter 18.82, which are intended to address ongoing safety, noise, odor, and maintenance concerns.

g) Will not encourage marginal development within the neighborhood, in that the proposed uses will occupy existing commercial spaces and the Use Permit proposal does not involve construction of a new building or building addition. The use will utilize appropriately sized, existing tenant spaces with adequate facilities.

h) Will not create a demand for public services within the City beyond that of the ability of the City to meet in light of taxation and spending restraints imposed by law, in that the proposed uses have access to existing infrastructure, including fire, police, and water.

i) Will not be inconsistent with the City's approved funding priorities, in that it does not require City funding.

j) If located within the pedestrian commercial (CP) district, will not support the goals of creating a vibrant, economically prosperous, visually interesting, and engaging pedestrian-oriented atmosphere along the primary downtown corridor. The proposed use would not meet the intent of the CP district to promote an active and engaging downtown environment. The Pedestrian Commercial zoning district is designed to attract visitors, encourage visual interest, and foster pedestrian-oriented facilities and experiences. Uses such as day care centers or religious assembly facilities typically attract a limited and specific user base and operate on fixed schedules, which are unlikely to generate consistent foot traffic or incidental visits to surrounding businesses

B. The Staff Report entitled, "Consideration of a Resolution Granting approval of a Use Permit to Establish a "Religious Assembly," "Day Care, General," and "Office, Business, and Administrative" use within an existing multi-tenant commercial building located at 640, 650, and 670 Cumberland Street, Pittsburg, CA for "Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0054 (UP)." dated August 12, 2025, is referenced hereto as additional support for the findings.

Section 3. Decision

Based on the findings set forth above, the Planning Commission hereby denies Planning Application No. 25-0054, subject to the following conditions:

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Robinson, seconded by Commissioner Foster, the foregoing resolution was passed and adopted the 12th day of August 2025, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES:

NAYES: Foster, Kent, Popova, Robinson, Smith

ABSTAIN: Stokes

ABSENT:

I hereby certify that the above Resolution No. 10277 was adopted by the Planning Commission of the City of Pittsburg on August 12, 2025.

John L Funderburg

JOHN FUNDERBURG, SECRETARY
PITTSBURG PLANNING COMMISSION

MINUTES
OF A REGULAR MEETING
OF THE
PITTSBURG PLANNING COMMISSION

August 12, 2025

A regular meeting of the Pittsburg Planning Commission was called to order by Chair Foster at 7:00 p.m. on Tuesday, August 12, 2025, in the Council Chambers at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Present: Chair Foster, Vice-Chair Smith, Commissioners Kent, Popova, Robinson, Stokes

Staff: Assistant Director of Community and Economic Development John Funderburg, Assistant City Engineer Gina Haynes, Development Services Supervisor Jolan Longway, Associate Planner Kelsey Gunter, Administrative Analyst I Candace Hatch

PLEDGE OF ALLEGIANCE

Commissioner Kent led the Pledge of Allegiance.

DELETIONS / WITHDRAWALS / CONTINUANCES

There were no deletions, withdrawals or continuances

COMMENTS FROM THE AUDIENCE

General public comments made by Adrian Badger.

PRESENTATIONS

There were no presentations.

CONSENT ITEM

1. Minutes
   Minutes of July 22, 2025

2. Three-year Time Extension for East 10th Street and Los Medanos Street Mixed Use Project, Ap-22-0102 (DR).

Three-year time extension was requested for approval for Design Review (DR) application to construction a new 5,214 square-foot mixed use development that entails three (3) three-bedroom residential use development that entails three (3) three-bedroom residential unites and a 1,371 square-foot ground floor commercial space on units and a 1,371 square-foot round floor commercial space on a vacant 6,135 square-foot parcel located at the southwest corner intersection of East 10th Street and Los Medanos Street in the CDS (Downtown Service Commercial District)zone and the CS Service Commercial General Plan classification. Assessor's Parcel No. 085-205-011.

On a motion by Commissioner Popova, approving the consent item(s), seconded by Commissioner Stokes:

AYES:	Foster, Kent, Popova, Robinson, Smith, Stokes
NAYES:	None
ABSTAIN:	None
ABSENT:	None

Secretary Funderburg made an announcement that Commission Consideration Item No. 4 will be presented to the Planning Commission prior to Public Hearing Item No. 3.

COMMISSION CONSIDERATION

4. Recommendation on Adoption of the Five-Year Capital Improvement Program (CIP) - General Plan Consistency Determination

A presentation was made by the Assistant City Engineering Gina Haynes with a request to the Planning Commission to determine whether the projects in the proposed Five-Year CIP are consistent with the City's 2040 General Plan.

Chair Foster opened the public comment.
Public Comment was received by Bruce Ohlson, Pittsburg resident.
There were no further public comments, Chair Foster closed the public comment.

On a motion by Commissioner Robinson, approving recommendation for adoption of the Five-Year Capital Improvement Program (CIP) General Plan Consistency Determination, seconded by Commissioner Popova:

AYES:	Foster, Kent, Popova, Robinson, Smith, Stokes
NAYES:	None
ABSTAIN:	None
ABSENT:	None

PUBLIC HEARING

3. Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0041 (UP)

A public hearing was held requesting for approval of a Use Permit to establish a "Religious Assembly," "Day Care, General," and "Office, Business, and Administrative" use within an existing multi-tenant commercial building located at 640, 650 and 670 Cumberland. The site is located within the Old Town Pittsburg Downtown Area. Assessor's Parcel No. 085-171-004.

Associate Planner Kelsey Gunter gave a presentation.
Lita Reeves spoke on behalf of the applicant for the project.
Chair Foster opened the public hearing.
Public Comment was received by the following:
Adrian Badger, Pittsburg Business Owner
Wolfgang Croskey, Pittsburg Chamber of Commerce
There being no other public comments at this time, Chair Foster closed the public hearing item.

Secretary Funderburg requested a five-minute recess starting at approximately 8:55 p.m. and reconvened at approximately 9:00 p.m.

On a motion by Commissioner Stokes to recommend approval, with no second motion received, the motion failed.

Attachment 7

On a motion by Commissioner Robison, to recommend denial of a Use Permit to establish a “Religious Assembly,” “Day Care, General,” and “Office, Business, and Administrative” use within an existing multi-tenant commercial building located at 640, 650 and 670 Cumberland, AP-25-0041 (UP), seconded by Commissioner Foster:

AYES:	None
NAYES:	Foster, Kent, Popova, Robinson, Smith
ABSTAIN:	Stokes
ABSENT:	None

ZONING ADMINISTRATOR REPORTS

The Zoning Administrator submitted on notice of intent to exercises Delegated Design Review Authority.

STAFF COMMUNICATIONS

Secretary Funderburg announced that a workshop will be held at 6:00 p.m. on August 26, 2025, immediately preceding the regular Planning Commission meeting scheduled for 7:00 p.m.

Secretary Funderburg provided an update to the Planning Commission on the tentatively scheduled items for upcoming meetings.

Two (2) additional items tentatively to be presented at the August 26, 2025, meeting:

1. AP-25-0046 Edible Blessings – Use Permit approval to establish a multi-use meeting, networking and/or event space that can be rented by small business for banquets, conferences, interview. The proposed use is located at 45 East 5th Street in the CP (Pedestrian Commercial) District. Assessor’s Parcel No. 085-104-002.

2. AP-24-0064 Development Title update – Phase One wrap-up (Presentation Only)

Secretary Funderburg informed the Planning Commission that there are no items scheduled for the September 9, 2025, meeting at this time.

There were no further staff communications.

COMMITTEE REPORTS

There were no committee reports.

ADJOURNMENT

The meeting was adjourned at 8:11 p.m. to August 26, 2025.

Respectfully Submitted,

____
John Funderburg, Secretary

Pittsburg
CALIFORNIA

65 Civic Avenue
Pittsburg, CA 94565
P: (925) 252-6900
F: (925) 252-4814

pittsburgca.gov

Community and Economic Development Department – Planning Division

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **CITY COUNCIL** of the City of Pittsburg will conduct a public hearing on:

DATE: **November 17, 2025**
TIME: **5:30 P.M.**
PLACE: **City Council Chamber at City Hall**
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Baby Yale Academy and City of the Lord Zion Cumberland, AP-25-0045 (UP)
This is a public hearing on a request for approval of an appeal of the Planning Commission's determination to deny a Use Permit to establish a "Religious Assembly," "Day Care, General," and "Office, Business, and Administrative" use within an existing multi-tenant commercial building located at 640, 650, and 670 Cumberland. The site is located within the Pedestrian Commercial (CP) Zoning District of the Old Town Pittsburg Downtown Area. Assessor's Parcel No. 085-171-004.

The proposed project is categorically exempt from the provisions of the CEQA Guidelines under Class 1, 'Existing Facilities' of the CEQA Guidelines, Section 15301, as the business would occupy an existing commercial tenant space with no expansion of the building footprint or change in intensity of land use.

PROJECT PLANNER: Kelsey Gunter, (925) 252-4824 or kgunter@pittsburgca.gov

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

Where can I get more information about this project? What can I do if I have comments on the project?
The complete file for this project is available for public inspection; please contact the project planner listed above to make necessary arrangements. Comments or objections to the project can be made by writing or through e-mailed testimony prior to the meeting or provided orally during the meeting. Written comments citing the project name may be emailed to the project planner listed above or may be mailed or delivered to Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record.

Para información en español:
(925) 252-4920

_ JOHN FUNDERBURG
Assistant Director of Community and Economic Development

Attachment 8

Project Title: Baby Yale Academy and City of the Lord Zion Cumberland; AP-25-0045
Location: 640, 650, 670 Cumberland Street, Pittsburg, CA 94565

City of Pittsburg

Community and Economic Development Department - Planning Division
65 Civic Avenue
Pittsburg, CA 94565

NOTICE OF PUBLIC HEARING

Proclamation

NATIONAL HOMELESS AWARENESS MONTH
November 2025

WHEREAS, *the month of November is recognized as Homelessness Awareness Month in the United States; and*

WHEREAS*, there are approximately 2,118 homeless individuals in Contra Costa County based on the 2025 Point-In-Time Count; 840 sheltered and 1,278 unsheltered; and*

WHEREAS, *Pittsburg had 73 people who were unsheltered; and*

WHEREAS, *the purpose of this proclamation is to educate the public about the many reasons people are homeless and to encourage support for homeless assistance service providers and programs; and*

WHEREAS, *the Contra Costa County Health Services – manages the Coordinated Outreach Referral Engagement (C.O.R.E) program which serves as the entry point to the County's coordinated system by engaging unsheltered individuals, assessing their needs, and connecting them to shelter, health, and housing resources and Bay Area Community Services – administers the Delta Landing facility which provides 172 units of interim housing with on-site healthcare, housing navigation and case management; and*

WHEREAS, *the City of Pittsburg is dedicated to assisting people who are experiencing homelessness through community collaboration and partnerships.*

NOW, THEREFORE, I, Jelani Killings*, on behalf of the City Council of the City of Pittsburg, do hereby proclaim November 2025 as Homelessness Awareness Month and recognize Bay Area Community Services and C.O.R.E. for their efforts in addressing homelessness in Pittsburg.*

Jelani Killings, Mayor

Alice E. Evenson, City Clerk

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

TO:	Mayor and Council Members
FROM:	Maria A. Aliotti - Interim City Manager
SUBJECT:	Adoption of a City Council Minute Order to Appoint Candidates to the Planning and Community Advisory Commissions
MEETING DATE:	November 17, 2025

EXECUTIVE SUMMARY

There is currently one (1) vacancy on the Planning Commission and one (1) vacancy on the Community Advisory Commission. Each term will be effective through February 28, 2028.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends appointing candidates to the open seats.

BACKGROUND

In July 2025, a member of the Planning Commission resigned, prompting the opening of an application period to fill the vacancy. The recruitment window ran from July 18 to August 31, 2025, closing at 5:00 p.m.

Subsequently, in August 2025, a resignation also occurred on the Community Advisory Commission.

To streamline the appointment process for both commissions, candidates who applied during the initial recruitment period are considered for both vacancies.

SUBCOMMITTEE FINDINGS

This item was not discussed at a subcommittee.

STAFF ANALYSIS

Twelve (12) applications were received by the deadline. Interviews were held on November 3, 2025. Out of the 12 applicants, two (2) withdrew their application, five (5) were interviewed, and five (5) did not attend the interview.

The City Council interviewed the following 5 applicants:

1. Jomari Fernandez
2. Jennifer Ingram
3. Brian Sanchez
4. Sonja Shephard
5. Bruce Smargiasso

The appointments made to the commissions will be effective through February 28, 2028.

Report Prepared By: Melaine Venenciano, Director of City Clerk Services

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

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Introduce and Waive First Reading of an ordinance to Adopt by Reference the 2025 California Building Code, Residential Code, Electrical Code, Fire Code, Wildland-Urban Interface Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code, and Energy Code with State of California and Local Amendments

MEETING DATE: November 17, 2025

EXECUTIVE SUMMARY

The California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24. These codes are commonly referred to as the California Building Code (Codes) and include building, plumbing, mechanical, electrical, fire, wildland-urban interface, energy, residential, historical, green standards, and existing building.

FISCAL IMPACT

There is no fiscal impact to rescinding and adopting Pittsburg Municipal Code Title 15, “Buildings and Construction.”

RECOMMENDATION

City Council introduce, waive further reading, and pass to second reading the attached Ordinance repealing Chapters 15.08, 15.16, 15.18, 15.20, 15.21, 15.22, 15.26, 15.28, 15.32, 15.60, and 15.64 of the Pittsburg Municipal Code, and adopting the 2025 California Building Code, Residential Code, Electrical Code, Fire Code, Wildland-Urban

Interface Code, Mechanical Code, Plumbing Code, Historical Building Code, Green Building Standards Code, Existing Building Code, and Energy Code with State of California and Local Amendments.

BACKGROUND

The 2025 California Codes will take effect statewide on January 1, 2026. Building regulations or standards have the same force of law and are confirmed 180 days after their publication unless otherwise stipulated. These Codes apply to all occupancies in the State of California as annotated. Each city in California is required to adopt the California Building Standards Code and is authorized to do so by reference.

This is the first reading of an ordinance to repeal existing sections, and adopt sections of the Pittsburg Municipal Code as follows:

1. The 2025 California Building Code, California Code of Regulations, Title 24, Part 2, Volumes 1 and 2, California Building Standards Commission, based upon the 2024 International Building Code as published by the International Code Council;
2. The 2025 California Electrical Code, California Code of Regulations, Title 24, Part 3, California Building Standards Commission, based upon the 2023 National Electrical Code as published by the National Fire Protection Association;
3. The 2025 California Mechanical Code, California Code of Regulations, Title 24, Part 4, California Building Standards Commission, based upon the 2024 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials;
4. The 2025 California Plumbing Code, California Code of Regulations, Title 24, Part 5, California Building Standards Commission, based upon the 2024 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials;
5. The 2025 California Historical Building Code, California Code of Regulations, Title 24, Part 8 as published by the California Building Standards Commission;
6. The 2025 Green Building Standards Code, California Code of Regulations, Title 24, Part 11, California Building Standards Commission as published by the International Code Council;
7. The 2025 California Existing Building Code, California Code of Regulations, Title 24, Part 10, California Building Standards Commission based upon the 2024 International Existing Building Code;
8. The 2025 Residential Code, California Code of Regulations, Title 24, Part 2.5, California Building Standards Commission, based upon the 2024 International Residential Building Code as published by the International Code Council;
9. The 2025 California Fire Code, California Code of Regulations, and Appendix Chapter 1, Administration, Title 24, Part 9 based on the 2024 International Fire Code published by the International Code Council;
10. The 2025 California Wildland-Urban Interface Code, California Code of Regulations, Title 24, Part 7 and Appendices (based on the 2024 International

Wildland-Urban Interface Code published by the International Code Council); and

11. The 2025 California Energy Code, Title 24, Part 6, California Building Standards Commission as published by the International Code Council.

The City may establish more restrictive building standards as reasonably necessary because of local climatic, geological, or topographical conditions. The proposed amendments are based upon these tangible conditions and essentially similar to amendments adopted in the past and currently in effect.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Adoption of this ordinance establishes standards and allows the City to enforce the building codes as adopted by the State Building Standards Commission. These are the standards governing property development, building construction, and maintenance.

ATTACHMENTS: Ordinance

Report Prepared By: Shelby Rose, Chief Building Official

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Repealing Pittsburg Municipal Code Chapters 15.08, 15.16, 15.18, 15.20, 15.21, 15.22, 15.26, 15.28, 15.32, 15.60,15.64 and Adopting the 2025 California Building, Residential, Electrical, Fire Wildland-Urban Interface, Mechanical, Plumbing, Historical Building, Green Building Standards, Existing Building, and Energy Codes By Reference With Local Amendments)	ORDINANCE NO. 25-

WHEREAS, the California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24; and

WHEREAS, these codes are commonly referred to as the California Building Code ("Codes") and include building, plumbing, mechanical, electrical, fire, energy, residential, historical, and green standards; and

WHEREAS, the 2025 California Codes will take effect statewide on January 1, 2026; and

WHEREAS, building regulations or standards have the same force of law and are confirmed 180 days after their publication unless otherwise stipulated; and

WHEREAS, these codes apply to all occupancies in the State of California as annotated; and

WHEREAS, each city in California is required to adopt the California Building Standards Code and is authorized to do so by reference (Health and Safety Code §17922 and Government Code §50022.2); and

WHEREAS, the City may establish more restrictive building standards as reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, the proposed amendments are based upon these tangible conditions and past practice, and

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

WHEREAS, the City has provided notice of, and taken all actions necessary for, the proposed adoption by reference of certain uniform State codes as set forth in this Ordinance and as required by Government Code Section 50022.1 et seq.

WHEREAS. on October 7, 2025, the Contra Costa County Board of Supervisors in its capacity as the Board of Directors of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District introduced Ordinance No. 2025-14 and Ordinance No. 2025-14 and made express findings in support of technical amendments to the 2025 California Fire Code and 2025 California Wildland-Urban Interface Code based upon climatic, topographical, and geological conditions ("Findings"), as a first step in adopting the 2025 California Fire Code and 2025 California Wildland-Urban Interface Code with technical amendments, and is anticipated to adopt the 2025 California Fire Code 2025 California Wildland-Urban Interface Code with technical amendments by adopting Ordinance No. 2025-14 and Ordinance No. 2025-15 and Findings on November 18, 2025, in advance of the City of Pittsburg's adoption of this Ordinance.

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

(Language different from the 2022 adopted code shown in ***bold italic***, eliminated language shown in ~~strikethrough~~.)

SECTION 1. PRIOR ENACTMENTS REPEALED

All prior enactments of the City, which conflict with this Ordinance, are hereby repealed, effective upon the date on which this Ordinance becomes effective and operative.

SECTION 2. CONTINUING EFFECT

2.1 Notwithstanding Section 1 of the Ordinance, and solely for the purposes of this Section 2.1, this Ordinance shall be construed as a continuation of said prior enactments as the same may have been heretofore amended from time to time, and compliance therewith prior to the effective date hereof shall be deemed to be compliance with this Ordinance unless provided otherwise herein.

2.2 Except as specifically or by necessary implication required to the contrary by this Ordinance, no right or entitlement granted, or obligation imposed, or action or proceeding commenced or taken pursuant to a prior resolution or ordinance repealed or modified hereby shall be deemed to be invalidated, waived, terminated or otherwise affected by the enactment hereof.

SECTION 3. EFFECT OF ENACTMENT

Except as specifically provided herein, nothing contained in this Ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 4. FINDINGS

4.1 The International Code Council (ICC) is a private organization which has been in existence for at least three (3) years.

4.2 The ~~2022~~***2025*** California Building Codes, the ~~2022~~***2025*** California Fire Code, the California Building Standards Code, and the California Fire Code Standards published by said organization, are a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

4.3 The California Building Codes and the California Fire Code have been printed and published as a code in books form within the meaning of Section 50022.2 et seq., of the California Government Code and said code has been adopted and amended by the California Building Standards Commission into the California Code of Regulations (CCR) as Title 24, ~~2022~~***2025*** edition.

4.4 That one (1) copy of the ~~2022~~***2025***California Building Codes based on the ~~2021~~***2024*** International Building Codes and one (1) copy of the ~~2022~~***2025***California Fire Code based on the ~~2021~~***2024*** International Fire Code have been on file for use and examination by the public in the office of the Building Official prior to adoption of this Ordinance.

4.5 That the sections of the International Building Codes and California Building Code Standards may be referred to by the same number used in said published compilation preceded by the words “City of Pittsburg International Building Code Section” or “International Building Code Section” or “Building Code Section”. Said amendments to the California Building Standards Code under the California Building Codes shall be referred to in the same manner as listed above for ease of application.

4.6 That the sections of the California Fire Code may be referred to by the same number used in said published compilation preceded by the words "City of Pittsburg California Fire Code Section" or "California Fire Code Section" or "Fire Code Section". Said amendments to the California Building Standards Code under the California Fire Code shall be referred to in the same manner as listed above for ease of application.

4.7 Pursuant to Section(s) 17958.5(a) and (b) as well as Section 17958.7 of the California Health and Safety Code, the Section contained herein shall be submitted as the "Findings of Need" with regard to the specific California Building Codes and California Fire Code Ordinance Amendments adopted by the City of Pittsburg and addressed herein. Additional requirements and standards herein are necessary to properly protect the health, safety, and welfare of the existing and future residents as well as workers of the City of Pittsburg. Under the provisions of Section 17958.7 of the Health and Safety Code, local amendments shall be based on climatic, geological, or topographical conditions. The "Findings of Need" contained herein shall address each of these situations and shall present the local situation which singularly or in combination cause the established amendments to be adopted. Each such modification is identified as to which section such finding refers.

4.7.1 Life Safety: That the additional requirements and standard established herein are needed to properly protect the health, safety, life and limb, and welfare of existing and future residents, workers, and guests of the City of Pittsburg.

4.7.2 That these changes and modifications to the standards published in the California Building Codes and California Fire Code are reasonably necessary because of local climatic, geological, and topographical conditions. The following are hereby adopted as non-inclusive specific findings in respect to such local conditions and refer to amendments made to the California Building Codes, California Code of Regulations, Title 24, and International Fire Code as more particularly set forth below.

4.7.3 Pursuant to Section 17958.7(c), the changes or modifications are substantially equivalent to changes or modifications that were previously filed by City of Pittsburg and were in effect as of September 30, 2025. Furthermore, the building standards relate to home hardening and are proposed for adoption by a local fire prevention district pursuant to Section 13869.7.

4.7.2.1. **Climatic Conditions:**

1. **Precipitation and Relative Humidity**

   Conditions:

   Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. 96% of precipitation falls during the months of October through April and four percent from May through September. This is a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from 45-65% during spring, summer, fall, and from 60-90% in the winter. It occasionally falls as low as 15%.

   Impact:

   Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

   Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks, and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

2. **Temperature**

Conditions:

Temperatures have been recorded as high as 114° F. Average summer highs are in the 90° range, with average maximums of 105° F.

Impact:

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. **Winds**

Conditions:

Prevailing winds in the area are from the south or southwest in the mornings and from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 14 mph to 23 mph ranges, gusting to 25 to 35 mph. 40 mph winds are experienced occasionally and winds up to 55 mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

Impact:

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor towards causing major fire losses to buildings not provided with fire resistive roof and siding materials and buildings with inadequately separated interior areas or lacking automatic fire protection systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

4.7.2.2 **<u>Topographic Conditions:</u>**

Development has occurred and continues to occur in Pittsburg at a rapid pace. Traffic congestion occurs during certain peak business hours, weekends, and on holidays along main thoroughfares. (Information provided by the Transportation Engineering Division of the Public Works Department).

The distance between fire stations, and the response time in our city compared to the time when flashover generally occurs creates a need for on-site fire suppression capability in all structures, and the need for specific turning radius and turnaround requirements for fire apparatus. In order to accommodate fire equipment during emergency response, we find that fire apparatus roads, grades, turning radius and turnaround dimensions are required as set forth herein.

Conditions:

Vegetation: The service area of the Contra Costa County Fire Protection District has a varied topography and vegetative cover. A conglomeration of flat lands, hills, and ridges make up the terrain. Development has occurred on the flat lands in the District and in the past 15 years development has spread into the hills, valleys, and ridge lands of the District. Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six to eight months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire District, especially in those fully developed areas and those areas marked for future development.

Surface Features: The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets, and roads, combine to limit efficient response routes for Fire District resources into and through many areas.

Buildings, Landscaping and Terrain: Many of the “newer” large buildings and building complexes have access and landscaping features or designs which preclude, or greatly limit, efficient approach or operational access to them by Fire District vehicles. In addition, the presence of security gates, roads of inadequate width and grades which are too steep for Fire District vehicles create an adverse impact on fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires additional fire personnel and resources to successfully and safely mitigate the event. Access problems often result in severely delaying, misdirecting, or making fire and smoke control efforts unsuccessful.

4.7.2.3 **Geological Conditions:**

~~Pittsburg, CA has a very high earthquake risk, with a total of 3,904 earthquakes since 1931. The USGS database shows that there is a 97.98% chance of a major earthquake within 50km of Pittsburg, CA within the next 50 years. The largest earthquake within 30 miles of Pittsburg, CA was a 6.0 Magnitude in 2014.~~

Pittsburg, CA has a very high earthquake risk. Within the 20 miles of the City of Pittsburg, there are four (4) earthquake faults; the Concord Fault, Clayton Fault, Davis Fault, and the Kirby Hills

Fault. There are also other faults in the immediate adjacent areas. In the event of a severe earthquake, these faults present the potential for catastrophic damage including fire, damage to roadways, and other impairments of emergency apparatus (Fault information from California Division of Mines and Geology). This finding supports our modifications to the California Building Codes and the California Fire Codes.

Seismicity

Conditions:

Contra Costa County is located in Seismic Risk Zone 4, which is the worst earthquake area in the United States. Buildings and other structures in Zone 4 can experience major seismic damage. Contra Costa County is in close proximity to the San Andreas Fault and contains all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have a potential for a Richter 6 earthquake and the Hayward and Calaveras faults have the potential for a Richter 7 earthquake. Minor tremblers from seismic activity are not uncommon in the area.

The fire environment of a community is primarily a combination of two factors: the area's physical geologic characteristics and a historic pattern of urban-suburban development. These two factors, alone and combined, create a mixture of environments which ultimately determines the area's fire protection needs. The Fire District has 3 distinct areas. They are: the West, which includes the City of San Pablo***, Pinole, Hercules*** and the communities of North Richmond, El Sobrante, and East Richmond Heights: the Central, which includes the Cities of Lafayette, Martinez, Pleasant Hill, Concord, Walnut Creek, Clayton, and the communities of Clyde, Pacheco, Alhambra Valley, and Alamo; and the East, which includes the Cities of Antioch, ~~and~~ Pittsburg, ***Brentwood, and Oakley*** and the ***unincorporated communities*** ~~community~~ of Bay Point***, Bethel Island, Discovery Bay, Knightsen, Byron, and Marsh Creek and Morgan Territory***.

Because of the size of the Contra Costa County Fire Protection District (~~304~~ ***733*** square miles), the characteristics of the fire environment changes from one location to the next. Therefore, the District has not one, but a number of fire environments, each of which has its individual fire protection needs from two major oil refineries, to heavy industrial facilities, freeways, rail lines, waterways, port facilities, wildland areas, urban and suburban town settings, and major downtown areas.

Interstates 80 and 680, State Highways 4, 24, and 242, Bay Area Rapid Transit District (BART), and major thoroughfares travel throughout the district. There are 2 major rail lines which run through the district. An overpass or underpass crossing collapse would alter the response route and time for responding emergency equipment. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire District. The occurrence of multiple fires will quickly deplete existing fire district resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

Impact:

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A major earthquake could severely restrict the response of the Fire District and its capability to control fires involving buildings of wood frame construction, with ordinary wood shake and shingle exteriors, or with large interior areas not provided with automatic smoke and fire control systems.

Soil Conditions

The area is replete with various soils, which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, are plastic, and tend to liquefy. Throughout the Fire District, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding twenty (20) percent. Several of these roads extend up through the winding passageways in the hills providing access to remote, affluent housing subdivisions. Many of these roads are private with no established maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as down trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be practically impassable. ~~This finding supports our modifications to the California Design Building Codes and the California Fire Codes~~

Impact (Fire Specific):

The above logical geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the Contra Costa County Fire Protection district. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public safety resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single dwelling or structure fires.
Other variables may intensify the situation:
1. The extent of damage to the water system.
2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/ or debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingles covering could result in conflagrations.

SECTION 5. California Building Code

Chapter 15.08 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed and ~~replaced~~ ***adopted*** ~~in its entirety~~ to read as follows:

“Chapter 15.08
California Building Code

Sections:

15.08.010 Adoption.
15.08.040 Amendments to Appendix Chapter 1, Administration.

15.08.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the building code of the city the ~~2022~~***2025*** California Building Code (CBC), California Code of Regulations, Title 24, Part 3, and Appendices (based on the ~~2021~~***2024*** International Building Code published by the International Code Council.)

B. One copy of the CBC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CBC as set forth in this chapter. In addition, all subsequent supplements to the CBC and related publications are adopted by reference.

15.08.040 Amendments to Appendix Chapter 1, Administration.

Set forth below are the local amendments, additions, and deletions to the administrative portion of the ~~2022~~***2025*** California Building Code. Chapter and section numbers used herein are those of Chapter 1 of the ~~2022~~***2025*** California Building Code.

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

Section 107.5 Retention of Construction Documents. The Building Division of the City of Pittsburg shall maintain an official copy, which may be on microfilm or other type of photographic copy of the plans of every building, during the life of the building, for which the department issued a building permit. “Building Division” means the department, bureau, or officer charged with the enforcement of laws or ordinances regulating the erection, construction, or alteration of buildings. Except for plans of a common interest development as defined in Section 1351 of the Civil Code, plans need not be retained after 180 days of completion for:

(a) Single or multiple dwellings not more than two stories and basement in height.

(b) Garages and other structures appurtenant to buildings described under subdivision (a).

(c) Farm or ranch buildings.

(d) Any one-story building where the span between bearing walls does not exceed 25 feet.

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

Section 109.4 is hereby added to read:

Section 109.4 Work Commencing Before Permit Issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees.

Section 109.5, Related Fees, is hereby amended to read:

Section 109.5 “Fees” Reinspection’s. If reinspection’s are required, fees for the same may be assessed in accordance with Section 109.

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

SECTION 6. California Electrical Code

Chapter 15.16 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed and ~~replaced~~ ***adopted*** ~~in its entirety~~ to read as follows:

“Chapter 15.16
California Electrical Code

Sections:

15.16.010 Adoption.
15.16.020 Electrical permit – Applicant qualifications.

15.16.040 Amendments, additions, and deletions to the National Electrical Code.
15.16.050 Violation – Penalty.
15.16.060 Small residential rooftop solar energy system review process.
15.16.070 Expedited electric vehicle charging station permitting.

15.16.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the electrical code of the city the ~~2022~~***2025*** California Electrical Code (CEC), California Code of Regulations, Title 24, Part 3, and Appendices (based on the ~~2021~~***2023*** National Electrical Code published by the National Fire Protection Association).

B. One copy of the CEC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CEC as set forth in this chapter. In addition, all subsequent supplements to the CEC and related publications are adopted by reference.

15.16.020 Electrical permit – Applicant qualifications.

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

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

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

15.16.040 Amendments, additions, and deletions to the ~~2021~~***2023*** National Electrical Code.

Set forth below are the local amendments, additions, and deletions to the ~~2022~~***2025*** California Electrical Code. Chapter and section numbers used herein are those of the ~~2021~~***2025*** California Electrical Code.

Section 89.108.8, Appeals Board, is replaced by Section 113, Board of Appeals, of Appendix Chapter 1 of the ~~2022~~***2025*** California Building Code.

Article 100, Definitions, is hereby amended by the addition of the following words or phrases:

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

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

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

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

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

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

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

15.16.050 Violation – Penalty.

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

15.16.060 Small residential rooftop solar energy system review process.

A. The following words and phrases as used in this section are defined as follows:

“Electronic submittal” means the utilization of one or more of the following:

1. E-mail.

2. The Internet.

3. Facsimile.

“Small residential rooftop solar energy system” means all of the following:

1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

3. A solar energy system that is installed on a single or duplex family dwelling.

4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

“Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

B. Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

C. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist. ~~(Note: Your city may adopt an ordinance that modifies the checklists and standards found in the California Solar Permitting Guidebook due to unique climatic, geological, seismological, or topographical conditions.)~~

D. The checklist shall be published on the city’s Internet website. The applicant may submit the permit application and associated documentation to the city’s Building Division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature. (Or, if the city will not accept electronic signature, the reasons for the inability to accept electronic signatures must be described.)

E. Prior to submitting an application, the applicant shall:

1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground, and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

F. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the building official and fire chief. ~~(Note: A separate fire inspection may be performed if your city does not have an agreement in place with your local fire authority to conduct a fire safety inspection on behalf of the fire authority.)~~ If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however, the subsequent inspection need not conform to the requirements of this subsection.

G. An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

H. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

15.16.070 Expedited electric vehicle charging station permitting.

A. The ordinance codified in this section shall be known as the city of Pittsburg electric vehicle charging station permit expediting ordinance. The terms, phrases, and words used in this section shall be construed in compliance with the definitions set forth by California Government Code Section 65850.7.

B. Electric vehicle charging stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, shall be subject to the administrative permitting procedures set forth in this section.

C. Expedited Review Process. Consistent with Government Code Section 65850.7, the building official shall implement an expedited administrative permit review process for electric vehicle charging stations and adopt a checklist of all requirements with which electric vehicle charging stations shall comply in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research. The city's adopted checklist shall be published on the city's website.

D. Electronic Submittals. Consistent with Government Code Section 65850.7, the building official shall allow for electronic submittal of permit applications covered by this section and associated supporting documentation. In accepting such permit applications, the building official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

E. Association Approval. Consistent with Government Code Section 65850.7, the building official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

F. Permit Application Processing. A permit application that satisfies the information requirements in the city's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the building official that the permit application and supporting documents meet the requirements of the city-adopted checklist, and are consistent with all applicable laws, the building official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the city. If the building official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

G. Technical Review. It is the intent of this section to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the building official's authority to address higher priority life-safety situations. If the building official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code Section 65850.7, the city may require the applicant to apply for a use permit."

SECTION 7. Historical Building Code

Chapter 15.18 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed and ~~replaced~~ ***adopted*** ~~in its entirety~~ to read as follows:

"Chapter 15.18
Historical Building Code

Sections:

15.18.010 Adoption.
15.18.020 Violation – Penalty.

15.18.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the historical code of the city the ~~2022~~***2025*** California Historical Building Code (CHBC), California Code of Regulations, Title 24, Part 8 (as published by the California Building Standards Commission).

B. One copy of the CHBC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CHBC as set forth in this chapter, in addition, all subsequent supplements to the CHBC and related publications are adopted by reference.

15.18.020 Violation – Penalty.

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

SECTION 8. California Fire Code

Chapter 15.20 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed and ~~replaced~~ ***adopted*** ~~in its entirety~~ to read as follows:

"Chapter 15.20
California Fire Code

15.20.010 Adoption.
15.20.020 Enforcement.
15.20.040 Amendments.

15.20.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the fire code of the city the ~~2022~~***2025*** California Fire Code

(California Code of Regulations, and Appendix Chapter 1, Administration, Title 24, Part 9 (based on the ~~2021~~***2024*** International Fire Code published by the International Code Council).

B. One copy of the CFC is on file with the city clerk for use and examination by the public, along with changes, additions and deletions relating to sections of the CFC as set forth in this chapter. In addition, all subsequent supplements to the CFC and related publications are adopted by reference.

15.20.020 Enforcement.

A. The provisions of this chapter shall be enforced by the Contra Costa County fire protection district (district) under the direction of the fire chief and/or the chief building official of the city. The fire chief or his duly authorized agents may issue citations for violations of the district ordinances as adopted by the city in the same manner as a county or city is authorized to do so by Chapter 5-C (commencing with Section 853.5, Title 3, Part 2) of the Penal Code.

B. A report of the fire activities within the city shall be made annually and transmitted to the city manager by the Contra Costa County fire protection district. It shall contain all proceedings under this code, with such statistics as the fire chief deems necessary.

15.20.040 Amendments.

Chapter and section numbers used below are those of the ~~2022~~***2025*** California Fire Code.

~~A.~~ Chapter 1, Scope and Administration.

Section 101.1 is amended to read:

> 101.1 Title. This code is the Fire Code of the Contra Costa County Fire Protection District and is hereinafter referred to as “this code.”

Section 102.1 is amended to add item 5, to read:

> 5. Where not otherwise limited by law, the provisions of this code shall apply to vehicles, ships, and boats that are permanently affixed to a specific location within the boundaries of this jurisdiction.

Section 105.5 is amended to read:

> 105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Chapter 1, Sections 105.5.1 through 105.5.~~63~~***60***.

~~Section 105.5.33 is amended to read:~~

~~105.5.33 Motor Fuel Dispensing Facilities. An operational permit is required for the operation of automotive, marine, and fleet motor fuel dispensing facilities, including for sites that allow mobile fueling from a service provider to the general public, fueling of motor vehicles at approved locations from a tank vehicle and limited or temporary fueling operations for special events (fueling of watercraft from shore, piers, floats, or barges).~~

~~Section 105.5.40 is amended to read:~~

> ~~105.5.40 Cannabis/Plant Extraction Related System(s)/Operations. An operational permit is required for any of the following cannabis/plant extraction related systems operations.~~

1. ~~Cultivation~~
2. ~~Plant Extraction Systems~~
3. ~~Testing/Lab~~
4. ~~Manufacturing~~
5. ~~Distribution~~
6. ~~Carbon Dioxide Systems or volatile solvent~~

~~Section 105.5 is amended by adding Sections105.5.52 through 105.5.63 to read:~~

> ~~105.5.52 Wood products. An operational permit is required to store chips, hogged material, wood or other combustible pallets, lumber, or plywood in excess of 200 cubic feet (6 m3).~~

~~Section 105.5 is amended by adding Sections 105.5.55 through 105.5.63 to read:~~

> ~~105.5.55 Asbestos removal. A permit is required to conduct asbestos-removal operations regulated by Section 3319~~
>
> ~~105.5.56 Automobile Wrecking or Dismantling Yard. An operation permit is, required for all automobile wrecking yards, automobile dismantling operations, and similar operations.~~

~~105.5.57 Christmas tree sales. A permit is required to use a property for the purpose of selling cut Christmas trees~~

~~105.5.58 Firework aerial display. A permit is required to conduct a firework display regulated by California Code of Regulations, Title 19, and Chapter 56 of this code~~

~~105.5.59 Model rockets. A permit is required to sell model rocket motors or launch model rockets pursuant to California Code of Regulations, Title 19, Division 1, Article 17. Permits issued in accordance with this section are for the site and are effective as long as site conditions have not changed.~~

Section 105.5.60 is added to read:

105.5.60 Five year sprinkler test. An operational permit is required to engage in the business of conducting the five-year test of an automatic fire sprinkler systems or standpipe, in accordance with NFPA 25 (Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems), 2013 California Edition.

~~105.5.60 Temporary Occupancy. A permit is required for any temporary occupancy.~~

~~105.5.61 Temporary water supply. A permit is required to use a temporary water supply for construction of residential projects or subdivisions pursuant to Section 3313.1.~~

~~105.5.62 Tire storage. A permit is required to store more than 1,000 cubic feet (28.3m3) of tires inside buildings pursuant to Chapter 34.~~

~~105.5.63 Indoor Growing Operation. A permit is required to operate an indoor growing operation.~~

~~Exception: Agricultural Greenhouses in an agricultural zone.~~

Section 105.6 is amended to read:

105.6 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Chapter 1, Sections 105.6.1 through 105.6.~~29~~***25***.

Section 105.6~~.25~~ is amended by adding Sections105.6.~~25~~***26*** through 105.6.~~29~~***30*** to read:

105.6.~~25~~***26*** Access for Fire Apparatus. Plans shall be submitted, and a permit is required to install, improve, modify, or remove public or private roadways, driveways, and bridges for which Fire District access is required by the Fire Code.

105.6.~~26~~***27*** Construction, Substantial Alteration, Additions of a Building for Which a Building Permit is Required. Plans shall be submitted to the fire code official for all land developments or for the construction, substantial alteration, additions or renovation of a building within the jurisdiction where a building permit is required.

Exception: Non-sprinklered Group R-3 Occupancies where work does not involve a substantial addition or substantial alteration.

105.6.~~27~~***28*** Land Development, Subdivisions. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction that involve the subdivision of land.

105.6.~~28~~***29*** Water Supply for Fire Protection. Plans shall be submitted to the fire code official for the purpose of determining whether adequate water supplies, fire hydrants, and associated systems are provided for all facilities, buildings, or portions of buildings either constructed or moved into the District pursuant to Section 507.

105.6.~~29~~***30*** Land Development. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction.

~~105.7 Responsibility of permittee. Construction permits shall be presumed by the Fire District, Fire Department to incorporate all of the work that the applicant or the applicant's agent, employees, or contractors shall carry out. Work performed shall be in accordance with the approved plans and with all requirements of this code and any other laws or regulations applicable thereto. No Fire District approval shall relieve or exonerate any person from the responsibility of complying with the provisions of this code nor shall any vested rights be created for any work performed in violation of this code.~~

Section 112.4 is added to read:

112.4 Violation Penalties. Every person who violates any provision of this fire code is guilty of an infraction or misdemeanor in accordance with health and safety Code Section 13871 and Government Code Section 53069.4. The imposition of one penalty for any violation shall not excuse the violation or permit the continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense. The application of the aforesaid penalty shall not be held to prevent the enforced removal of prohibited conditions.

~~B.~~ Chapter 2, Definitions.

Section 202 is amended by adding the following definitions to read:

Administrator. Shall mean the Fire Chief

Aerial Pre-Plans. An overhead layout of a parcel that contains structure(s) that identifies specific first responder related items to assist in effectively managing incidents and events for the protection of occupants, responding personnel, property, and the environment. The preplan shall be developed in accordance with a format approved by the AHJ. Preplan symbols shall comply with AHJ or the latest edition of NFPA 170 (Standard for Fire Safety and Emergency Symbols), and NFPA 1620 (Standard for Pre-Incident Planning).

All-weather driving surface. A roadway with a minimum surface finish that is designed to carry the imposed weight loads of fire apparatus.

~~Automobile Dismantling or Wrecking Yard. The operation of dismantling or removing parts from salvaged vehicles including engines or engine parts.~~

~~Wrecking Yard. An area that stores or dismantles salvaged vehicles.~~

Board of Directors. The Contra Costa County Board of Supervisors as the governing body of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District.

Board of Fire Commissioners. An advisory commission appointed by the Board of Directors to act as set forth in this ordinance and by resolutions of the Board of Directors.

Combustible Material. Rubbish, litter, or material of any kind other than hazardous vegetation that is combustible and endangers the public safety by creating a fire hazard as determined by the fire code official.

~~Defensible Space. The area adjacent to a structure or dwelling as determined by the fire code official where wildfire prevention or protection practices are implemented to provide the key point of defense from an approaching wildfire or to minimize the spread of a structure fire to wildlands or surrounding areas.~~

Driveway. A private roadway that provides access to no more than two (2) single-family dwellings.

~~Fire Apparatus Access Road. A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term that includes, but is not limited to a fire lane, public street, private street, driveway, parking lot lane, and access roadway.~~

~~Fire Code Official. The Fire Chief or a duly authorized representative, or other person as may be designated by law, appointment or delegation and charged with the administration and enforcement of this code.~~

~~Firebreak. A continuous strip of land upon and from which all combustible material hazardous vegetation or other growth has been removed to bare mineral soil to stop or prevent the extension of fire from one area to another.~~

Fire Trail. A graded firebreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires. Must be able to support the safe travel of a Type 3 Fire Apparatus.

~~Fuel Break. A strategically located block or strip, on which a cover of dense, heavy, or combustible vegetation has been changed to one of lower fuel volume or reduced combustibility, as an aid to fire control. Fuel breaks require annual and recurring maintenance.~~

Hazardous Vegetation. Vegetation that is combustible and endangers the public safety by creating a fire hazard including but not limited to seasonal and recurrent grasses, weeds, stubble, brush, dry leaves, dry needles, dead, dying or diseased trees and any other vegetation as determined by the fire code official.

Key Box or Knox Box. (Underwriters Laboratory) UL "Listed" box, size and style, approved by the Fire Code Official or designee that meets the requirements and uses the same security key code adopted by the Fire Department

~~Ladder Fuel. Fuel that provides vertical continuity between surface fuel and canopy fuel strata, increasing the likelihood that fire will carry from surface fuel into the crowns of shrubs and trees.~~

Nuisance Fire Alarm. The activation of any fire protection or alarm system which results in the response of the Fire District and is caused by malfunction, improper maintenance, negligence, or misuse of the system by an owner, occupant, employee, or agent, or any other activation not caused by excessive heat, smoke, fire, or similar activating event.

~~Ornamental Landscaping. Decorative plants growing within a tended garden or yard which are appropriately irrigated, maintained, and located to provide aesthetic decoration and functional utility, such as privacy screening, shade, weed suppression and erosion control. The use of fire- resistant plants and the removal of fire hazardous vegetation will enhance fire safety.~~

~~Person. Includes any agency of the county, city, district or other local public agency and any individual, firm, association, partnership, business trust, corporations, limited liability company, or company.~~

Public Nuisance. A declaration by the fire code official that the presence of combustible materials on any parcel creates a fire hazard or threat to public safety (Health and Safety Code 14875 and 14876) or any violation of this code.

~~Priority Hazard Zone. An area where the threat from wildfire is severe due to proximity to open space, topography, degree of space, density of homes and/or amount of vegetation (native and ornamental), and/or other conditions favorable to fast moving fires.~~

Response Time. The elapsed time from receipt of call to the arrival of the first unit on scene.

~~Rubbish. Waste matter, litter, trash, refuse, debris, and dirt on streets or private property in the jurisdiction, which is or when dry may become a fire hazard. See combustible material.~~

Rural Area. An area generally designated for agricultural or open space uses with parcels more than 10 acres (4.046873ha) in size.

Rural Residential Area. An area generally designated for single-family residential use with parcels between three (1.2140619ha) and 10 (4.046873ha) acres in size.

Sprinkler Alarm and Supervisory System (SASS). A Dedicated Function Fire Alarm System located at the protected premise installed specifically to monitor sprinkler water- flow alarm, valve supervisory, and general trouble conditions where a Building Fire Alarm is not required.

Streets. Includes alleys, parkways, driveways, sidewalks, and areas between sidewalks and curbs, highways, public right of ways, private road, paper street and easements.

Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area, and the total new gross floor area is 5,000 square feet or greater.

Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period.

Temporary Fire Department Access Road for Construction. ~~An approved temporary roadway for emergency vehicle uses during construction of residential subdivision projects.~~ ***A temporary, all-weather roadway constructed and maintained for the purpose of providing fire apparatus access to buildings, structures, or portions of a site under development until such time as the permanent fire apparatus access road is installed and approved. Temporary access roads shall be designed, constructed and maintained to support the imposed loads of fire apparatus, provide the required width and vertical clearance, and remain clear and unobstructed at all times during construction.***

~~Temporary Fire Department Access Road for Construction of One (1) Residential (R3) Unit. A temporary roadway for emergency vehicle uses during construction of an individual residential (R3) structure where a fire department access road is required as part of the project.~~

~~Temporary Water Supply. Water stored for firefighting purposes in an approved aboveground tank during combustible construction.~~

~~Tree Litter. Any limbs, bark, branches, and/or leaves in contact with other vegetation or left to gather on the ground.~~

~~Weeds. All weeds growing upon streets or private property in the jurisdiction, including any of the following:~~

1. ~~Weeds that bear seeds of a fluffy nature or are subject to flight.~~
2. ~~Sagebrush, chaparral (including Chamise, Coyote Brush/Greasewood, Brooms, and Buckwheat), and any other brush or weeds that attain such large growth as to become, when dry, a fire menace to adjacent improved property.~~
3. ~~Weeds that are otherwise noxious or dangerous.~~
4. ~~Poison oak and poison sumac when the conditions of growth constitute a menace to public health.~~
5. ~~Dry grass, brush, tree litter, litter, or other flammable materials that endanger the public safety by creating a fire hazard.~~

~~C.~~ Chapter 3, General Precautions Against Fire.

~~Section 304.1.2 is amended to read:~~

~~304.1.2 Vegetation. Hazards created by the growth of weeds, grass, vines, trees, or other growth capable of being ignited and endangering property shall be mitigated in accordance with Section 320.~~

~~Section 304.3.5 is added, to read:~~

~~304.3.5 Clothes Dryers. Clothes dryers shall be frequently cleaned to maintain the lint trap, mechanical and heating components, vent duct, and associated equipment free from accumulations of lint and combustible materials.~~

~~Section 308.1.4, Exception 1, is amended to read:~~

~~Exception 1. Residential Occupancies.~~

Section 324 is added to Chapter 3, to read:

SECTION 324 Exterior Hazard Control.

324.1 Subsurface Fires.

324.1.1 Peat Fire. It is the duty of each person, firm corporation, or association not to permit a peat fire or a fire involving combustible vegetable matters under the surface of the natural ground to remain upon the property. It is hereby declared that it is the duty of any person as herein defined to take all necessary precautions to extinguish any subsurface fire involving peat or vegetable material at the owner's own cost and expense.

324.1.2 Fire Suppression Costs. If there exists upon the lands or property of any person as herein defined a subsurface fire involving the burning or combustion of peat, vegetable matter, or vegetation, and the owner or occupant thereof has not taken reasonable precautions within a reasonable time to extinguish or minimize such fire or combustion, the Fire District may, in addition to its regular duties to extinguish or minimize such fire or combustion, go upon the lands of any person as herein defined and extinguish such fire or combustion. Any costs incurred by the Fire District in fighting the fire and for the cost of proving rescue or emergency medical services shall be a charge against the property owner. The charge shall constitute a debt of the property owner and is collectable by the jurisdiction incurring those costs in the same manner as in the case of an obligation under a contract, express or implied. (See Health and Safety Code, §13009.)

~~Section 325 is added to Chapter 3, to read:~~

~~SECTION 325 Automobile Wrecking Yards,~~

~~325.1 General. The operation of automobile wrecking yards shall be in accordance with this section.~~

~~325.2 Definitions. The following terms are defined in Chapter 2:~~

~~Automobile Dismantling~~

~~Automobile Wrecking Yard~~

~~325.3 Requirements.~~

~~325.3.1 Permits. An operational Fire code permit is required as in Section 105.6.53.~~

~~325.3.2 Fire Apparatus Access Roads. Fire apparatus access roads shall be constructed throughout the site in accordance with this code and shall be maintained clear of all vehicles and stored items.~~

~~325.3.3 Welding and Cutting. Welding and cutting operations shall be conducted in an approved location, clear of all flammable liquids and combustible materials, including weeds, tires, and all other debris.~~

~~325.3.4 Housekeeping. Combustible rubbish accumulated on site shall be collected and stored in approved containers, rooms, or vaults of noncombustible materials. Combustible vegetation, cut or uncut, shall be removed when determined by the fire code official to be a fire hazard.~~

~~325.3.5 Fire Protection. Offices, storage buildings, and vehicles used for site operations shall each be provided with at least one portable fire extinguisher with not less than a 4-A: 40-B-C rating. When required by the fire code official, additional fire extinguishers shall be provided.~~

~~325.3.6 Tire Storage. Tires shall be stored in racks or in a manner as approved by the fire code official.~~

~~325.3.6.1 Distance from Water Supply. Tire storage shall be located on-site and no further than 500 feet from a fire hydrant or an approved water supply as determined by the fire code official.~~

~~325.3.7 Storage Piles. Storage piles shall be located a minimum of 20 feet from property lines and shall have an unobstructed access road on all sides of not less than 20 feet.~~

~~325.3.8 Burning Operations. The burning of salvaged vehicles and salvaged or waste materials is prohibited.~~

~~325.3.9 Motor Vehicle Fluids. Motor vehicle fluid shall be drained from salvaged vehicles when such liquids are leaking onto the ground and prior to dismantling or removing engine/motor parts.~~

~~325.3.9.1 Mitigation of Leaking Fluids. Precautions shall be taken to prevent fluids from salvaged vehicles from leaking onto the ground. Supplies or equipment capable of mitigating leaks from fuel tanks, crankcases, brake systems, and transmissions shall be kept available on site. Single-use plugs, diking, and absorbent materials shall be disposed of as hazardous waste and removed from the site in a manner in accordance with federal, state, and local requirements.~~

~~325.3.10 Fuel Tanks. Fuel tanks of salvaged vehicles shall be emptied of all flammable (gasoline, diesel) fuels in an approved manner and stored in approved tanks.~~

~~325.3.10.1 Repair of Vehicle Fuel Tanks. The repair of fuel tanks, including cutting, welding, or drilling of any kind is prohibited.~~

~~325.3.11 Lead Acid Batteries. Lead acid batteries shall be removed from all salvaged vehicles and stored in an approved manner in a location approved by the fire code official.~~

~~D.~~ Chapter 4, Emergency Planning and Preparedness.

Section 401.5 is added to read:

401.5.1 Nuisance Fire Alarm fee. A fee may be charged for false and/or nuisance fire alarms in accordance with a fee schedule adopted by the Board of Directors.

Section 401.10 is added to read:

401.10 Aerial Pre-Plans. For all new construction the fire official is authorized to require a fire aerial pre-plan to be prepared by an approved vendor at the cost of the developer.

Section 401.11 is added to read:

401.11 Standby Personnel. Where, in the opinion of the fire code official or Fire Chief, it is essential for public safety in a place of assembly, or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest, or activity, the owner, agent, or lessee shall provide standby personnel as required and approved by the fire code official or Fire Chief. If the activity requires fire watch, fire watch shall be provided in accordance with Sections 403.11.1.1 and 403.11.1.2 Standby personnel needed for EMS standby shall be provided in accordance with Contra Costa County EMS Protocols.

~~E.~~ Chapter 5, Fire Service Features.

Section 503.1.1 is amended to read:

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. ***The fire code official is authorized to increase the dimension to 250 feet where the building is equipped throughout with an approved automatic sprinkler system installed in accordance with section 903.3.1.1, 903. 3.1.2 or 903.3.1.3.***
2. ***Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.***

Section 503.1.4 is added to read:

503.1.4 Access to Open Spaces. When access to open land or space, or to fire trail systems maintained for public or private use, is obstructed by new development of any kind, the developer shall provide alternate acceptable access into the area that is sufficient to allow access for fire personnel and apparatus. The alternate means of access must be approved by the fire code official.

Section 503.1.5 is added to read:

503.1.5 Existing Fire Trail Systems Shall Be Maintained. When conditions make maintenance of existing trails impractical, alternate means of access shall be provided and requires approval by fire code official.

Section 503.2.1 is amended by adding the following exception:

Exception: A minimum sixteen (16) foot wide driveway is acceptable for access to one or two single-family dwellings.

Section 505.3 is added to read:

505.3 Street names and addressing. Street names and addressing shall be submitted for review and approval to the fire code official, whose approval will not be unreasonably withheld. The purpose of the review is to verify that new street names and addressing will not duplicate existing street names and addressing.

Section 506.2.1 is added to read:

506.2.1 Knox Box upgrade. All current businesses and occupancies with current Knox Boxes shall upgrade their lockbox to the eCore Technology by December 31, 2028.

~~F. Chapter 6, Building Services and Systems.~~

~~Section 605.3.1 is added to read:~~

~~605.3.1 Spark Arrestors. All chimneys attached to any appliance or fireplace that burns solid fuel shall be equipped with an approved spark arrestor per CBC 2113.9.2~~

~~H.~~ Chapter 9, Fire Protection Systems.

Section 901.6.3 is amended to read:

901.6.3 Records. Records of all system inspections, tests, and maintenance required by the reference standards shall be submitted to a third-party electronic record keeping service as chosen by the fire district.

~~Section 902 is amended to add:~~

~~Substantial Addition or Expansion.~~

Section 902.1 is amended to add:

Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area, and the total new gross floor area is 5,000 square feet or greater.

Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof area removed or replaced within a one- year period.

Section 903.2.1.1 is amended to read:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds 5000 square feet.

2. The fire area has an occupant load of 300 or more.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

4. The fire area contains a multi-theater complex.

Section 903.2.1.3 is amended to read:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for fire areas containing Group A-3 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.

2. The fire area has an occupant load of 300 or more.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

4. The structure exceeds 10,000 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by fire walls of less than four-hour fire resistance rating without openings.

Section 903.2.1.4 is amended to read:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for fire areas containing Group A-4 occupancies and intervening floors of the building where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.

2. The fire area has an occupant load of 300 or more.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.2 is amended ~~in its entirety,~~ to read:

903.2.2 Group B. An automatic sprinkler system shall be provided for Group B occupancies and intervening floors of the building where the fire area exceeds 5,000 square feet.

~~903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:~~

1. ~~Four or more care recipients are incapable of self-preservation.~~
2. ~~One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.~~
3. ~~In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest level of exit discharge, the level of exit discharge, and all floors below the level of exit discharge.~~

~~Exception: Floors classified as an open parking garage are not required to be sprinklered.~~

Section 903.2.9.1 is amended to read:

Exception: Floors classified as an open parking garage are not required to be sprinklered.

Section 903.2.3 is amended to read:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 2,000 square feet in area.

   Exception: An automatic sprinkler system is not required in any Group E Day Care Facility less than 5,000 square feet

2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

   Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of 300 or more.

4. In rooms or areas with special hazards such as laboratories, vocational shops, and. other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
5. Throughout any Group E structure greater than 4,000 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4•hour fire resistance rating without openings.

6. For public school state-funded construction projects, see Section 903.2.19.

7. For public school campuses, Kindergarten through 12th grade, see ***Section 903.2.20***

Section 903.2.4 is amended ~~in its entirety~~ to read:

903.2.4 Group F.

903.2.4. Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet.

2. A Group F-1 fire area is located more than three stories above grade plane.

3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.

4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeding 2,500 square feet ***(232 m2)***.

Section 903.2.4.4 is added to read:

903.2.4.4 Group F-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-2 occupancy greater than 5,000 square feet.

Section 903.2.7 is amended to read:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet.

2. A Group M fire area is located more than three stories above grade plane.

3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.

4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet.

5. The structure exceeds ~~10,000~~ ***5,000*** square feet, contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls less than 4-hour fire-resistance rating without openings.

~~Section 903.2.8 is amended to read:~~

~~903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all Group R occupancies. An automatic sprinkler system shall be installed in new manufactured homes, new mobile homes, and multifamily manufactured homes with two dwelling units, including those located in mobile home parks, in accordance with Title 25 of the California Code of Regulations.~~

Section 903.2.8.1.1 is amended to read:

903.2.8.1.1 Group R-3 Substantial Addition or Expansion. An automatic sprinkler system shall be provided throughout all existing Group R-3 dwellings where either a substantial addition or alteration occurs.

Section 903.2.9 is amended to read:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet.

2. A Group S-1 fire area is located more than three stories above grade plane.

3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.

4. A Group S-1 occupancy used for the storage of ~~upholstered furniture or mattresses exceeding 2,500 square feet.~~ ***commercial motor vehicles where the fire area exceeds 5,000 square feet.***

Section 903.2.9.1 is amended to read:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.

2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.

3. Buildings with repair garages servicing vehicles parked in basements.

4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet.

Section 903.2.10***.1*** is amended ~~in its entirety~~ to read:

~~903.2.10 Group S-2.~~

903.2.10.1 Group S-2 parking garages. An automatic sprinkler system shall be provided throughout buildings classified as ~~enclosed~~ parking garages ~~in accordance with Section 406.6 of the California Building Code~~ where either of the following conditions exists:

1. Where the fire area of the enclosed garage***, in accordance with Section 406.6 of the California Building Code,*** exceeds 5,000 square feet.

2. Where the enclosed parking garage***, in accordance with Section 406.6 of the California Building Code,*** is located beneath other ~~occupancy~~ groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

3. Where the fire area of the open parking garage, in accordance with Section 406.5 of the California Building Code, exceeds 48,000 square feet.

Section 903.2.10.3 is added to read:

~~Section~~ 903.2.10.3 Group S-2 Low Hazard Storage. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy exceeding 5,000 square feet.

Exception: Open parking garages, including canopies and photovoltaic panel systems with open parking underneath, shall meet automatic sprinkler system requirements in accordance with the ~~2022~~***2025*** California Building Code and ~~2022~~***2025*** California Fire Code without local amendment.

Section 903.3.1.1.4 is added to read:

903.3.1.1.4 Undeclared Use. In buildings of undeclared use with floor to structure height greater than 14 feet, the fire sprinkler system shall be designed to conform to Extra Hazard Group I design density. In buildings of undeclared use with floor to structure height less than .14 feet, the fire sprinkler system shall be designed to conform to Ordinary Group II design density. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the owner ‘and/or the occupant to upgrade the system.

~~Section 903.3.1.3 is amended to read:~~

~~903.3.1.3 Sprinkler Systems for One- and Two- family dwellings. Automatic sprinkler systems for one- and two- family dwellings shall be permitted to be installed in accordance with sections 903.3.1.3.1~~

~~903.3.1.3.1 Pipe limitations. Where CPVC pipe is installed above the insulation or is otherwise located in an unconditioned space, such as in an attic space, or a garage without conditioned living space above, CPVC pipe shall be adequately insulated to a minimum of R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.~~

Section 903.3.5.3 is added to read:

903.3.5.3 Non-permissible Water Supply ~~Storage. Swimming pools and ponds shall not be considered water storage for the purposes of Section 903.3.5.~~ ***for Automatic Sprinkler Systems. Water Supply for automatic sprinkler systems shall not be supplied by swimming pools or ponds.***

Section 903.3.9 is amended to read:

903.3.9. Floor control valves. Individual floor control valves and waterflow detection assemblies shall be provided for each floor in multi-floor buildings at an approved location.

Exception: Group R-3 and R-3.1 Occupancies.

~~Section 903.4.2 is amended to read:~~

~~903.4.2 Alarms. One approved audible and visual device shall be connected to every automatic sprinkler system at an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Audible and visual alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.~~

Section 903.6.1 and 903.6.2 are added to read:

903.6.1 Substantial Addition ~~or Expansion~~. An automatic sprinkler system shall be provided throughout all existing ***R-3 Occupancy*** buildings where a substantial addition ~~or expansion~~ occurs, and the total ~~fire~~ ***gross floor*** area of the structure exceeds 5,000 square feet. Group R-3 substantial additions or ~~expansions~~ ***alterations*** shall comply with Section 903.2.8.1***.1***.

903.6.2 Change of occupancy classification. Any existing building that undergoes a change of occupancy classification into a higher hazard category shall comply with the requirements of Section 903.2. Relative hazard categories of occupancy groups shall be established based upon the Heights and Areas Hazard Categories of Table ~~912.5~~ ***1011.5*** of the current edition of the International Existing Building Code, as published by the International Code Council. The requirements of Section 903.2 shall not be required when a change of occupancy classification is made to an equal or lesser hazard category. Group L occupancies shall be considered a relative hazard of 1 (highest hazard). ~~R-3 occupancies shall be considered a relative hazard of 4 (lowest hazard).~~

~~Section 907.4.4 is added to read:~~

~~907.4.4 Monitoring of other fire systems. In buildings equipped with a fire alarm system or sprinkler alarm and supervisory service (SASS) system, where other fire suppression or extinguishing systems are installed in the building (including but not limited to commercial kitchen suppression systems, pre-action fire suppression systems, dry chemical systems, and clean agent systems), these other suppression systems shall be monitored by the SASS dedicated function fire alarm system and transmitted as a specific signal to the Central Station. The system shall be monitored in compliance with Section 907.6.5.~~

~~Section 907.5.2.3.1 is amended to read:~~

~~907.5.2.3.1 Public and common areas. Visible alarm notification appliances shall be provided in public use areas and common use areas, including but not limited to:~~

~~1. Sanitary facilities including restrooms, bathrooms, shower rooms and locker rooms.~~

~~2. Corridors, hallways, aisles with shelving and/or fixtures obstructing the required light intensity for that area.~~

~~3. Music practice rooms.~~

~~4. Band rooms.~~

~~5. Gymnasiums.~~

~~6. Multipurpose rooms.~~

~~7. Occupational shops.~~

~~8. Occupied rooms where ambient noise impairs hearing of the fire alarm.~~

~~9. Lobbies.~~

~~10. Meeting/Conference rooms.~~

~~11. Classrooms.~~

~~12. Medical exam rooms.~~

~~13. Open office areas.~~

~~14. Sales floor areas.~~

~~15. Break or lunch rooms.~~

~~16. Copy or work rooms.~~

~~17. Computer server rooms exceeding 200 sq. ft.~~

~~18. File or Storage rooms exceeding 200 sq. ft.~~

~~Section 907.6.6 is amended to read:~~

~~907.6.6 Monitoring of fire alarm systems. A fire alarm system required by this chapter, or by the California Building Code, shall be monitored by a UL-listed Central Station service in accordance with NFPA 72 and this code.~~

~~Exception: Monitoring by a UL listed central station is not required for:~~

~~1. Single and multiple station smoke alarms required by section 907.2.11.~~

~~2. Group I-3 occupancies shall be monitored in accordance with section 907.2.6.3.4.~~

~~3. Residential Day Care Facilities (occupancy load of 14 or less).~~

~~4. One- and two- family dwellings.~~

~~5. Residential Care Facilities licensed by the state with an occupant load of 6 or less.~~

~~6. Occupancies with a local fire alarm system that will give an audible and visible signal at a constantly attended location, as approved by the Fire Code Official.~~

~~Section 907.6.7 is added to read:~~

~~907.6.7 Certification. New fire alarm systems shall be UL-Certified. A Certificate of Completion and other documentation as listed in NFPA 72 shall be provided for all new fire alarm system installations. It is the responsibility of the building owner or owner's representative to obtain and maintain a current and valid Certificate.~~

~~Section 907.6.7.1 is added to read:~~

~~907.6.7.1 Posting of Certificate. The UL Certificate shall be posted in a durable transparent cover within three feet of the fire alarm control panel within 45 days of the final acceptance test/inspection.~~

~~I. Chapter 10, Means of Egress.~~

~~Section 1028.5.1 is added to read:~~

~~1028.5.1 Exit discharge surface. Exterior exit pathway surfaces shall be suitable for pedestrian use in inclement weather and shall terminate at a public way as defined in the California Building Code.~~

~~J.~~ Chapter 33, Fire Safety During Construction and Demolition.

Section 3303.1.2 is added to read:

3303.1.2 Amendments. Amendments may be required to an approved site safety plan if deemed necessary by both the building official and fire official, based on previous fires or hazards that occurred on site or occurring within the jurisdiction.

Section 3303.1.3 is added to read:

3303.1.3 Site Security Requirements. Site security requirements include the following if deemed necessary by both the building official and fire official:

1. Controlled access points

2. Site fencing, up to 12 feet in height with tamper sensors and security wires on top

3. Security guards, full-time 24/7 presence on-site, to perform fire watch and patrols

4. Detection check points located throughout the buildings for fire watch and patrol verification

5. Security camera coverage throughout the site with motion detection notifications

6. Identify measures taken to prevent tampering with security cameras and motion sensors

7. Necessary lighting throughout the project site

~~Section 3319 Asbestos Removal is added to read:~~

~~3319.1 General. Operations involving removal of asbestos or asbestos-containing materials from buildings shall be in accordance with Section 3319.~~

~~Exception: Section 3319 does not apply to the removal of asbestos from:~~

1. ~~Pumps, valves, gaskets and similar equipment.~~

2. ~~Pipes, ducts, girders or beams that have a length less than 21 linear feet (6400 mm).~~

3. ~~Wall or ceiling panels that have an area of less than 10 square feet (0.93 m2) or a dimension of less than 10 linear feet (3048 mm).~~

4. ~~Floor tiles when their removal can be completed in less than four hours.~~

5. ~~Group R-3 occupancies.~~

~~3319.2 Notification. The fire code official shall be notified 24 hours prior to the commencement and closure of asbestos-removal operations. The permit applicant shall notify the building official when asbestos abatement involves the removal of materials that were used as a feature of the building's fire resistance.~~

~~3319.3 Plastic Film. Plastic film that is installed on building elements shall be flame resistant as required for combustible decorative material, in accordance with Section 807.~~

- ~~3319.4 Signs. Approved signs shall be posted at the entrance, exit and exit-access door, decontamination areas and waste disposal areas for asbestos-removal operations. The signs shall state that asbestos is being removed from the area, that asbestos is a suspected carcinogen, and that proper respiratory protection is required. Signs shall have a reflective surface. Lettering shall be a minimum of2 inches (51 mm) high.~~

Chapter 41 Temporary Heating and Cooking Operations

Section 4104.2 is amended to read:

4104.2 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. ***Residential occupancies***
2. ***Where buildings, balconies and decks ae protected by an automatic sprinkler system.***
3. ***LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 ½ pounds.***

~~K.~~ Chapter 50, Hazardous Materials – General Provisions.

Section 5001.5.1 is amended to add item 10 and 11 to read as follows:

~~10~~***1***. Fire Department related safety equipment

~~A~~***2***. Fire alarm control panel (FACP)

~~B~~***3***. Sprinkler riser

~~C~~***4***. Fire Department Connection (FDC)

~~D~~***5***. Knox Box location

~~E~~***6***. Gas valve shutoff

~~F~~***7***. Electrical main shutoff

~~G~~***8***. Water shutoff

~~H~~***9***. Elevator equipment room

10. A Site Fire/Explosion/Hazardous Material Release Analysis Assessment

11. ~~A Site Fire/Explosion/Hazardous material Release Analysis Assessment.~~ A Fire Protection engineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire, explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facility. Refer to NFPA 550 & 551 for references.

Section 5001.5.3 is added to read:

5001.5.3 Emergency response support information. Floor plans, material safety data sheets, Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statements (H~~M~~MIS), and other information must be stored at a readily accessible location, as determined by the fire code official. This location may be in cabinets located outside of facilities or buildings. Information may be required to be maintained in a specific electronic media format to facilitate computer aided dispatching.

Section 5003.9.1.2 is added to read:

5003.9.1.2 Documentation. Evidence of compliance with provisions of this chapter as well as with state and federal hazardous material regulations shall be maintained on site and available for inspection by fire department personnel.

~~L.~~ Chapter 56, Explosives and Fireworks.

Section 5601.1.3 is added to read:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited~~ within the jurisdiction or District~~.

Exceptions:

1. Storage and handling of fireworks as allowed in Section 5604.

2. Manufacture, assembly and testing of fireworks as allowed in Section 5605 and Health and Safety Code Division 11.

~~1.~~ ***3.*** The use of fireworks for fireworks displays, pyrotechnics before a proximate audience, pyrotechnic special effects in motion pictures, television, theatrical, or group entertainment productions as allowed by Title 19, Division 1, Chapter 6 Fireworks reprinted in Section 5608 and ~~the~~ Health and Safety Code Division 11.

~~2. Snap caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.~~

Sections 5601.1.3 to 5601.1.3.3 are added to read:

5601.1.3.1 Definitions. "Responsible party" means any of the following:

1. ***A person that owns, rents, leases, or otherwise has possession of, or is in immediate control of, a residence or other private property or a vessel.***
2. ***A person that organizes, supervises, sponsors, conducts, allows, controls, or controls access to, the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at a residence or other private property or on a vessel.***

Exception: If a residence or other private property is rented or leased for a period of more than 30 consecutive days, the landlord or lessor is not a responsible party unless the landlord or lessor: has possession of, or is in immediate control of, the residence or other private property; or has knowledge of the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at the residence or other private property.

5601.1.3.2 Responsible party liability. A responsible party shall maintain, manage and supervise the residence or other private property, or vessel, for which they are responsible to prevent violations of this chapter. A responsible party violates this chapter if any person possesses, manufactures, sells, offers to sell, uses, or discharges, any fireworks at the residence or other private property, or on the vessel, for which the responsible party is responsible, regardless of whether the responsible party is present when the violation occurs.

5601.1.3.3 Infraction arrest and citation. Any Fire Official and any City, County, or State Peace Officer, shall have and are hereby vested with the authority to arrest any person who violates the following provisions of the Code and other codes and indicated, punishable as an infraction or an administrative citation.

Section 5601.2.2 is amended to read:

5601.2.2 Sale and retail display. ~~No person~~ ***Persons*** shall ***not*** construct a retail display ***n***or offer for sale ~~any~~ explosives, explosive materials, or fireworks ***on highways, sidewalks, public property or in Group A or E occupancies*** within the jurisdiction.

~~Exception: Snap Caps and Party Poppers classified by the State Fire Marshall as pyrotechnic devices.~~

Section 5601.2.4 is amended to read:

5601.2.4 Financial responsibility. Before a permit is issued pursuant to Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of $2,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicated a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Exception: Fireworks in accordance with California Code of Regulations, Title 19, Division 1 Chapter 6. See Section 5608.

Section 5601.9 is added to read:

5601.9 Prohibited and Limited Acts. The storage of explosive materials is prohibited in any central business district and in all zoning districts except districts zoned for industrial or agricultural uses. In districts where the storage of explosive materials is permitted, the quantities of explosives and distances shall be in accordance with California Fire Code Section 5601.8.

~~M.~~ Chapter 57, Flammable and Combustible Liquids.

Section 5703.3~~.1~~ is added to read:

5703.3~~.1~~ Facility Site Fire/Explosion/Hazardous Material Release Analysis Assessment. A ~~f~~***F***ire Protection ~~e~~***E***ngineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facility when required by the fire official. Refer to NFPA 550 & 551 for references.

Section 5704.2.9.6.1 is amended to read:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural uses.

Exception: ~~Protected~~ ~~a~~***A***bove-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, ~~central~~ business district, rural or rural residential, and for facilities on an individual basis consistent with the intent of this provision. ~~Tank size shall not exceed 500 gallons (1892.706 L) for Class I or II liquids, or 1,000 gallons (3785.412 L) for Class III liquids.~~

Section 5706.2.4.4 is amended to read:

5706.2.4.4 Locations where above-ground tanks are prohibited. ***The*** ~~S~~***s***torage of Class I and II liquids in above-ground tanks ***outside of buildings*** is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural use.

Exception: Above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, business district, rural or rural residential, and for facilities on an individual basis consistent with the intent of this provision.

~~N.~~ Chapter 58, Flammable Gases and Flammable Cryogenic Fluids.

Section 5806.2 is amended to read:

5806.2 Limitation. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in any area which is zoned for other than industrial use.

Exception: Liquid hydrogen fuel systems in compliance with section 5806.3 or 5806.4.

~~O. Chapter 61, Liquefied Petroleum Gases.~~

~~Section 6103.2.1.7 is amended in its entirety to read:~~

~~6103.2.1.7 Use for food preparation. Individual portable L-P containers used, stored, or handled inside a building classified as a Group A or Group B occupancy for the purposes of cooking, food display, or a similar use, shall be limited in size to one quart capacity and shall be of an approved type. The number of portable containers permitted will be at the discretion of the fire code official. LP-gas appliances used for food preparation shall be listed for such use in accordance with the California Mechanical Code and NFPA 58.~~

~~Section 6104.2 is amended to read:~~

~~6104.2 Maximum capacity within established limits. The storage of liquefied petroleum gas is prohibited in any central business district and in all zoning districts except districts zoned for commercial, industrial, rural, or agricultural uses. The aggregate capacity of any one installation used for the storage of liquefied petroleum gas shall not exceed a water capacity of 2,000 gallons (7570 L).~~

~~P. Chapter 80, Referenced Standards.~~

~~Chapter 80 is amended by adding the following referenced standards:~~

~~NFPA 3 (2021): Recommended Practice for Commissioning of Fire Protection and Life Safety Systems.~~

~~NFPA 850 (2020): Recommended Practice for Fire Protection for Electric Generating Plants and High Voltage Direct Current Converter Stations.~~

~~Chapter 80 is further amended by amending the NFPA 13D (2022) (Standard for the Installation of Sprinkler Systems in One- and Two- Family Dwellings and Manufactured Homes) standard as follows:~~

~~Section 7.7.1 is added to read:~~

~~7.7.1 Where CPVC pipe is installed above the normal insulation in an unconditioned space, such as in an attic space, or a garage without conditioned living space above, CPVC pipe shall be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.~~

~~Section 8.3.5.1.2 is amended to read:~~

~~8.3.5.1.2 Where fuel-fired equipment is below or on the same level as occupied areas of the dwelling unit, at least one quick-response intermediate temperature sprinkler shall be installed above the equipment or at the wall separating the space with the fuel-fired equipment from the occupied space. In unconditioned spaces, CPVC pipe shall be adequately insulated to a minimum R-19 value, or equivalent, or pipe shall be limited to Type K or L copper, or ferrous piping.~~

~~Q.~~ Appendix B, Fire-Flow Requirements for Buildings.

Section B105.2 is amended to read:

TABLE B105.2
Required Fire-Flow for Buildings Other
Than One- and
Two-Family Dwellings, Group R-3 and R-4
Buildings and Townhouses

AUTOMATIC SPRINKLER SYSTEM (DESIGN STANDARD)	MINIMUM FIRE-FLOW (GALLONS PER MINUTE)	FLOW DURATION (HOURS)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the California Fire Code	50% of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2)[a]	Duration in Table B105.1(2) at the reduced flow rate

For S~~I~~***J***: 1 gallon per minute= 3.785 Lim
a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

~~R.~~ Appendix C, Fire Hydrant Locations and Distribution.

Table C102.1 is amended as follows:

The title of Table C102.1 is amended to read:

TABLE C102.1 REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS (footnote h and J)

The heading of the fourth column of Table C102.1 to read:

MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT. (d,f,g,i)

Footnotes “i” and “j” are added to Table C102.1, to read:

i. A fire hydrant shall be provided within 250 feet of a fire trail access point off a public or private street.

j. For infill projects within existing single-family residential developments, Section 507.5.1 applies.

~~S.~~ Appendix D, Fire Apparatus Access Roads.

Section D102.1 is amended to read:

D102.1 Access and loading. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete, or other approved all-weather driving surface capable of supporting the imposed load of fire apparatus weighing at least ~~74,000~~***75,000*** pounds (~~34,473~~***34,050*** kg). ~~in accordance with CalTrans Design Standard HS-20-44.~~

Exception: Driveways serving one or two single-family dwellings may be constructed of an alternate surface material, providing the imposed weight load design minimums are met and the grade does not exceed 10 percent.

~~Section D103.1 is deleted in its entirety.~~

Section D103.2 is amended to read:

D103.2 Grade. Fire department access roadways having a grade of between 16 percent and 20 percent shall be designed to have a finished surface of grooved concrete sufficient to hold a 44,000-pound (19 958 kg) traction load. The grooves in the concrete surface shall be 1/2 inch (13 mm) wide by 1/2 inch (13 mm) deep and 1 1/2 inch (38 mm) on center and set at a 30-to-45-degree angle across the width of the roadway surface. No grade shall exceed 20 percent, nor shall the cross slope exceed 8%, unless authorized in writing by the fire code official.

Section D103.2.1 is added to read:

D103.2.1 Angles of approach and departure. The angles of approach and departure for any means of access shall not exceed 10 percent at 10 feet of the grade break.

Section D103.3 is amended to read:

D103.3 Turning radius. Based on a minimum unobstructed width of 20 feet, a fire apparatus access roadway shall be capable of providing a minimum standard turning radius of 25 feet (7620 mm) inside and 45 feet (13716 mm) outside.

Figure D103.1 is amended to read:

Figure D103.1

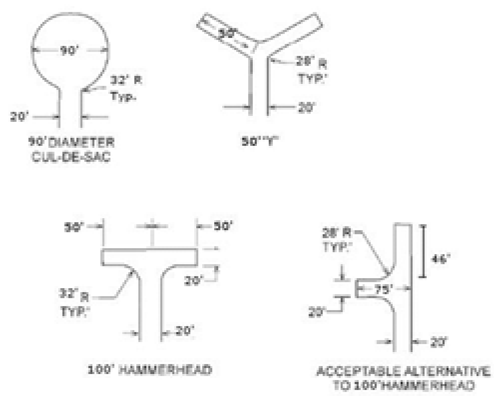

Figure D103.1 Dead-end Fire Apparatus Access Road Turnaround

Table D103.4 is amended to read:

Table D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	MINIMUM WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20[a]	None required
151 - 750	20[a]	100-foot Hammerhead, SO-foot "Y", 75-foot Shunt or 90-foot- diameter cul-de-sac in accordance with figure D103.1
Over 750	Special approval required[b]	

a. A driveway with a minimum width of 16 feet is acceptable for access to no more than two single-family dwellings.

b. Any fire apparatus access roadway or driveway that is approved to be less than 20 feet wide and to exceed 750 feet in length shall have outsets or turnouts every 300 feet along the length of the road or driveway, or at locations approved by the fire code official. Each outset or turnout shall be of the following dimensions: an 8-foot-wide turnout that extends at least 40 feet in length.

Section D103.5 is amended as follows:

Criteria 1 of Section D103.5 is amended to read:

1. The minimum clear width shall be 20 feet (6096 mm).

Exception: For access to one or two single-family dwellings, 16 feet clear width is acceptable.

Criteria 9 is added to Section D103.5 to read:

9. All gates shall be installed and located a minimum of 30 feet off the street.

Criteria 10 is added to Section D103.5, to read:

10. At the discretion of the Fire District, a Click2Enter system shall be installed for emergency access.

Section D103.6 is amended to read:

D103.6 Signs, Where required by the fire code official, fire apparatus access roads shall be marked with permanent "NO PARKING—FIRE LANE" signs.

1. ***Roadways 20 feet wide. Fire lane signs shall be posted on both sides of the road.***
2. ***Roadways 21 to 28 feet wide. Fire lane signs shall be posted on one side of the road, as determined by the fire code official.***
3. ***Emergency evacuation routes. As adopted by the local governing body as part of the local emergency evacuation plan, fire lane signs shall be posted as designated by the fire code official, regardless of roadway width.***
4. ***Enforcement. Fire lane restrictions established under this section shall be enforceable by both the fire code official and local law enforcement. Local law enforcement agencies are authorized to issue citations, order the removal of vehicles, and take other enforcement actions necessary to maintain fire***

apparatus access roads clear of obstructions. Vehicles parked in violation of this section may be cited and towed at the owner's expense.

~~Section D103.6.1 is amended to read:~~

~~D103.6.1 Roads less than 28 feet in width. Fire apparatus access roads less than 28 feet wide shall be posted on both sides as fire lane.~~

~~Section D103.6.2 is amended to read:~~

~~D103.6.2 Roads 28 feet in width or greater, but less than 36 feet in width. Fire apparatus access roads 28 feet wide or greater, but less than 36 feet wide, shall be posted on one side of the road as a fire lane.~~

Section D106.1 is amended by deleting the exception and to read:

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 dwelling units shall be provided with two separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

Section D106.2 is deleted in its entirety."

<u>SECTION 9.</u> CALIFORNIA WILDLAND-URBAN INTERFACE CODE

Chapter 15.21 of Title 15 of the City of Pittsburg Municipal Code is hereby added in its entirety to read as follows:

"Chapter 15.21
CALIFORNIA WILDLAND-URBAN INTERFACE CODE

Sections:

15.21.010 Adoption.
15.21.040 Amendments.

15.21.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the Wildland-Urban Interface of the city the 2025 California Wildland-Interface Code (CWUIC), California Code of Regulations, Title 24, Part 7, and Appendices (based on the 2024 International Wildland-Urban Interface Code published by the International Code Council.)

B. One copy of the CWUIC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the

CWUIC as set forth in this chapter. In addition, all subsequent supplements to the CWUIC and related publications are adopted by reference.

15.21.040 Amendments.

Set forth below are the local amendments, additions, and deletions to the 2025 California Wildland-Urban Interface Code. Chapter and section numbers used herein are those of the 2025 California Wildland-Urban Interface Code.

Section 1.1 – General

Section 1.1.2 is amended to read:

> ***1.1.2 Purpose. The purpose of this code is to (1) establish minimum requirements to reduce the likelihood of life and property loss due to a wildfire through the use of performance and prescriptive requirements for construction and development in all Fire Hazard Severity Zones in State Responsibility Areas (SRA), and Local Responsibility Areas (LRA) designated as a Very High and High Fire Hazard Severity Zone, (2) increase the ability of buildings located in any Fire Hazard Severity Zone within State Responsibility Areas (SRA), Local Responsibility Area (LRA), or Wildland-Urban Interface (WUI) Areas to resist the intrusion of flames or burning embers projected by a vegetation fire, and (3) contribute to a systematic reduction in conflagration losses and reduce the likelihood of life and property loss due to a wildfire.***

SECTION 101—SCOPE AND GENERAL REQUIREMENTS

Section 101.1 is amended to read:

> ***101.1 Title. These regulations shall be known as the California Wildland-Urban Interface Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District hereinafter referred to as "this code."***
>
> ***101.3.1 Application. New buildings and structures with residential, commercial, educational, institutional or similar occupancy type use, which shall be referred to in this code as "applicable buildings," as well as new buildings and structures accessory to those applicable buildings, located in any of the following:***
>
> > ***1. All lands designated by the State Board of Forestry and Fire Protection as State Responsibility Area (SRA).***
> >
> > ***2. Lands in Local Responsibility Area (LRA) identified by the State Fire Marshal as High or Very High Fire Hazard Severity Zone.***

3. Land designated as a High or Very-High Fire Hazard Severity Zone by cities and other local agencies.

4. Land designated as a Wildland-Urban Interface Area by cities and other local agencies.

Exceptions:
A. Group U occupancy accessory buildings of any size located at least 50 feet (15 240 mm) from an applicable building on the same lot.

B. Group U occupancy agricultural buildings, as defined in Section 202 of the California Building Code of any size located at least 50 feet (15 240 mm) from an applicable building.

C. Group C occupancy special buildings conforming to the limitations specified in Section 450.4.1 of the California Building Code.

D. New accessory buildings and miscellaneous structures specified in Section 504.11 shall comply only with the requirements of that section.

101.5 – Additions or alterations.

1. Additions or alterations shall be permitted to be made to any existing building or structure without requiring the existing building or structure to comply with the requirements of this code, provided that the addition or alteration conforms to all applicable requirements of this code that apply to a new building or structure.
Exceptions:

1. ***The existing building or structure must meet any provisions of this code that expressly apply to an existing building or structure retroactively.***
2. ***If a substantial addition or substantial alteration is made to any existing building or structure, the existing building or structure, and the substantial addition or substantial alteration, must comply with all requirements of this code.***

2. Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code, nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration: (a) will cause the existing building or structure to become structurally unsafe or overloaded; (b) will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; (c) will create a fire hazard; (d) will reduce required fire resistance; or (e) will otherwise create conditions dangerous to human life.

Section 202 (Definitions) of WUIC Chapter 2 (Definitions) is amended by adding the following two new definitions, to read:

Substantial Addition. Any change to an existing building or structure that meets both of the following criteria:

(a) adds gross floor area that exceeds fifty percent of the gross floor area of the existing building or structure; and

(b) results in the building or structure and the addition having a combined new gross floor area of 5,000 square feet or more.

Substantial Alteration. Any change to an existing building or structure that meets both of the following criteria within a one-year period:

(a) The removal of fifty percent or more of the linear length of any interior or exterior wall of the building or structure; and

(b) The removal and replacement of fifty percent or more of the area of the building or structure's roof.

Section 508 is added to read:

Section 508 - Non-Combustible Fences in Wildland-Urban Interface Fire Areas is added to Chapter 5 (Special Building Construction Regulations), to read:

508.1 Scope. This section applies to:

1. Unless an exception applies, new residential subdivisions must satisfy the fencing requirements of Sections 508.2 and 508.3, if the subdivision meets both of the following criteria: (a) the subdivision includes 30 or more dwelling units; and (b) any portion of the subdivision is located within or abuts a designated Wildland-Urban Interface Area.

508.2 General Requirement.

All fencing regulated by this section shall be constructed of non-combustible materials, or materials approved for a minimum one-hour fire-resistance rating. For purposes of this requirement, fencing includes fence posts, rails, pickets, panels, post caps, gates, decorative features, and appurtenances.

508.3 Location.

1. If a lot or any portion of a lot is located within a Wildland-Urban Interface Area, all perimeter fencing within that lot and all fencing within 30 feet of a structure on that lot or an adjacent lot shall comply with Section 508.2.

2. Any fencing that abuts a Wildland-Urban Interface Area shall comply with Section 508.2, even if the lot on which the fencing is located is not within a Wildland-Urban Interface Area.
3. Any fencing located within five feet of a structure on any lot must comply with Section 508.2, regardless of whether any portion of the lot is located within or adjacent to a Wildland-Urban Interface Area.

508.4 Exception. Temporary fencing for construction or erosion control is not required to comply with this Section 508, provided it is removed within 180 days of installation.

SECTION 10. GREEN BUILDING STANDARDS CODE

Chapter 15.22 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed and ~~replaced in its entirety~~ ***adopted*** to read as follows:

"Chapter 15.22
GREEN BUILDING STANDARDS CODE

Sections:

15.22.010 Adoption.
15.22.020 Violation – Penalty.

15.22.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the green building code of the city the ~~2022~~***2025*** California Green Building Standards Code (CGBSC), California Code of Regulations, Title 24, Part 11 (as published by the California Building Standards Commission).

B. One copy of the CGBSC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CGBSC as set forth in this chapter. In addition, all subsequent supplements to the CGBSC and related publications are adopted by reference.

15.22.020 Violation – Penalty.

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

SECTION 11. CALIFORNIA RESIDENTIAL CODE

Chapter 15.26 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed and ~~replaced in its entirety~~ ***adopted*** to read as follows:

"Chapter 15.26
CALIFORNIA RESIDENTIAL CODE

Sections:

15.26.010 Adoption.
15.26.020 Violation – Penalty.

15.26.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the residential code of the city the ~~2022~~***2025*** California Residential Code (CRC), California Code of Regulations, Title 24, Part 2.5 (based upon the ~~2021~~***2024*** International Residential Code as published by the International Code Council).

B. One copy of the CRC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CRC as set forth in this chapter. In addition, all subsequent supplements to the CRC and related publications are adopted by reference.

15.26.020 Violation – Penalty.

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

SECTION 12. CALIFORNIA MECHANICAL CODE

Chapter 15.28 of Title15 of the City of Pittsburg Municipal Code is hereby repealed and ~~replaced in its entirety~~ ***adopted*** to read as follows:

"Chapter 15.28
CALIFORNIA MECHANICAL CODE

Sections:

15.28.010 Adoption.
15.28.020 Applicant qualifications – Mechanical permit.
15.28.030 Adoption, Appendix Chapter 1, Administration.
15.28.040 Amendments, additions and deletions to the mechanical code.
15.28.050 Violation – Penalty.

15.28.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the mechanical code of the city the ~~2022~~ ***2025*** California Mechanical Code (CMC), California Code of Regulations, Title 24, Part 4, and Appendices (based on the ~~2021~~ ***2024*** Uniform Mechanical Code published by the International Association of Plumbing and Mechanical Officials).

B. One copy of the CMC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CMC as set forth in this chapter. In addition, all subsequent supplements to the CMC and related publications are adopted by reference.

15.28.020 Applicant qualifications – Mechanical permit.

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

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

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

15.28.030 Adoption, Appendix Chapter 1, Administration.

Appendix Chapter 1, Administration, ~~2022~~***2025*** California Building Code (Code of Regulations, Title 24, Part 2, Volume 2) is hereby adopted as the administrative chapter for the mechanical code for the city of Pittsburg.

15.28.040 Amendments, additions, and deletions to the mechanical code.

Set forth below are the local amendments, additions, and deletions to the ~~2022~~***2025*** California Mechanical Code. Chapter and section numbers used herein are those of the ~~2022~~***2025*** California Mechanical Code.

Appendix Chapter 1 is hereby adopted as the administrative chapter for this code. Reference is made to the Appendix Chapter 1, Administration, of the ~~2022~~***2025*** California Building Code, which is based on the ~~2021~~***2024*** International Building Code as published by the International Code Conference and amended by the city of Pittsburg. Where there is a conflict between administrative requirements of each code, the administrative requirements of the building code shall prevail.

Section 101.0, Title. The first sentence of Section 101.1 is hereby amended to read:

Section 101.1 This ordinance may be cited and shall be known as the "Mechanical Code of the City of Pittsburg."

Section 104.5, Permit Issuance, is hereby amended to read:

Section 104.5.1 Applicant Qualifications. No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualifies under one of the following:

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

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

Section 203, Definition of Terms, is hereby amended to read:

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

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

15.28.050 Violation – Penalty.

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

<u>SECTION 13.</u> CALIFORNIA PLUMBING CODE

Chapter 15.28 of Title 15 of the City of Pittsburg Municipal Code is hereby repealed and ~~replaced in its entirety~~***adopted*** to read as follows:

"Chapter 15.32
CALIFORNIA PLUMBING CODE

Sections:

15.32.010 Adoption.

15.32.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the plumbing code of the city the ~~2022~~***2025*** California Plumbing Code (CPC), California Code of Regulations, Title 24, Part 5, and Appendices (based on the ~~2021~~***24*** Uniform Plumbing Code published by the International Association of Plumbing and Mechanical Officials).

B. One copy of the CPC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CPC as set forth in this chapter. In addition, all subsequent supplements to the CPC and related publications are adopted by reference.

15.32.020 Permit – Applicant qualifications – Plumbing permit.

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

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

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

15.32.030 Backflow prevention valve.

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

15.32.040 Adoption, Appendix Chapter 1, Administration.

Appendix Chapter 1, Administration, ~~2022~~***2025*** California Building Code (Code of Regulations, Title 24, Part 2, Volume 2) is hereby adopted as the administrative chapter for the building codes for the city of Pittsburg.

15.32.050 Amendments, additions, and deletions to the Uniform Plumbing Code.

Set forth below are the local amendments, additions, and deletions to the ~~2022~~***2025*** California Plumbing Code. Chapter and section numbers used herein are those of the ~~2022~~***2025*** California Plumbing Code.

Reference is made to the Appendix Chapter 1, Administration, of ~~2022~~***2025*** California Building Code, which is based on the ~~2021~~***2024*** International Building Code as published by the International Code Conference and amended by the city of Pittsburg. Where there is a conflict between administrative requirements of each code the administrative requirements of the building code shall prevail.

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

> Section 101.0, Title. This ordinance may be cited and shall be known as the "Plumbing Code of the City of Pittsburg."

Section 103.3, Permit Issuance, is hereby amended to read as follows:

Section 103.3 Permit Issuance.

> 103.3.1 Applicant Qualifications. No permit shall be issued to any person to do or cause to be done any plumbing work regulated by this chapter unless such applicant qualifies under one of the following:
>
> C. Applicant possesses a valid, unexpired and unrevoked plumbing contractor's license issued to him/her under the applicable provisions of the Business and Professions Code of the state; or
>
> D. Applicant is the bona fide owner of the property, which property consists of a single-family dwelling, duplex or single unit in a condominium complex used exclusively as a dwelling, and all accessory buildings thereto; provided, that the owner or a member of his/her immediate family shall perform all labor pursuant to the permit.

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

> ADMINISTRATIVE AUTHORITY shall mean the City Building Official of the City of Pittsburg or his or her duly authorized representative.
>
> "CITY OF" or "THE CITY" shall refer to the City of Pittsburg as the text may require.
>
> "CITY COUNCIL" shall refer to the City Council of the City of Pittsburg.

15.32.060 Violation – Penalty.

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

SECTION 13. CALIFORNIA EXISTING BUILDING CODE

Chapter 15.60 of Title15 of the City of Pittsburg Municipal Code is hereby repealed and ~~replaced in its entirety~~***adopted*** to read as follows:

"Chapter 15.60
CALIFORNIA EXISTING BUILDING CODE

Sections:

15.60.010 Adoption.
15.60.020 Violation – Penalty.

15.60.010 – Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the existing building code of the city the ~~2022~~***2025*** Existing Building Code (CEBC), California Code of Regulations, Title 24, Part 10 (based upon portions of the ~~2021~~***2024*** International Existing Building Code published by the International Code Council).

B. One copy of the CEBC is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the CEBC as set forth in this chapter. In addition, all subsequent supplements to the CEBC and related publications are adopted by reference.

15.60.020 Violation – Penalty.

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

SECTION 15. CALIFORNIA ENERGY CODE

Chapter 15.64 of Title15 of the City of Pittsburg Municipal Code is hereby repealed and ~~replaced in its entirety~~***adopted*** to read as follows:

"Chapter 15.64
CALIFORNIA ENERGY CODE

Sections:

15.64.010 Adoption.
15.64.020 Violation – Penalty.

15.64.010 Adoption.

A. Pursuant to Sections 50022.1 to 50022.10, inclusive, of the Government Code, the city council adopts and enacts as the energy code of the city the ~~2022~~***2025*** California Energy Code, California Code of Regulations, Title 24, Part 10 (as published by the California Building Standards Commission).

B. One copy of the California Energy Code is on file with the Building Division for use and examination by the public, along with changes, additions and deletions relating to sections of the California Energy Code as set forth in this chapter. In addition, all subsequent supplements to the California Energy Code and related publications are adopted by reference.

15.64.020 Violation – Penalty.

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

SECTION 16. Effective Date. This Ordinance shall become effective thirty (30) days following its passage and adoption; provided, however, that the portion of this Ordinance adopting the Fire Code with local amendments shall become effective on the later of the effective date of (a) the Board's adoption of Ordinance No. 2025-14 and Ordinance No. 2025-15 or (b) this Ordinance.

SECTION 17. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the meaning portions of this chapter or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsection, subdivision, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 18. 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, November 17, 2025, and was adopted and ordered published at a meeting of the City Council held on ___________, 202_, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, 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:	Maria M. Aliotti - Interim City Manager
SUBJECT:	Introduction and Waiving of the First Reading of an Ordinance to Amend Pittsburg Municipal Code 2.04.020 to Increase City Council Salary
MEETING DATE:	November 17, 2025

EXECUTIVE SUMMARY

The ordinance, if adopted, would increase the City Council salary to an amount authorized by state law, effective after the November 2026 election.

FISCAL IMPACT

If adopted, the City Council salary will be increased from $500 per month to $1,600 per month. This increase has no fiscal impact on the Fiscal Year 2025-26 budget but will be included in the subsequent budgets.

RECOMMENDATION

Introduce and Waive the first reading of an Ordinance to amend Pittsburg Municipal Code 2.04.020 to increase the City Council salary.

BACKGROUND

State law establishes the maximum salary for general law city councils and when salary adjustments may become effective. Government Code Section 36516 authorizes a city council to receive a salary based on population.

The last time the City Council salary was increased was on August 21, 1995 by

Ordinance 95-110. At that time, it was determined that the population was between 50,000 and 75,000, and established a salary of $500 per month, commencing December 1, 1995.

On June 29, 2023, SB 329 was signed by the Governor and amended Government Code Section 36516. The legislative history indicates the reason for the amendment was because the salary for general law city councils has not been increased since 1984 and that it was believed that allowing cities to adjust compensation for inflation may help city councils become more diverse. Subsection (a) of Government Code Section 36516 was amended to read as follows:

(1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).
(2) (A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars ($950) per month.
(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars ($1,275) per month.
(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars ($1,600) per month.
(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars ($1,900) per month.
(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars ($2,550) per month.
(F) In cities over 250,000 population, up to and including three thousand two hundred dollars ($3,200) per month.
(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.
(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:
(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.
(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.
(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

According to current State law, any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees. Finally, State law also states that a change in compensation does not apply to a council member during the council member’s term of office. However, adjustment of the compensation of all members of a council serving staggered terms may be adjusted whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office.

SUBCOMMITTEE FINDINGS

This item was discussed in the Finance Management Subcommittee meeting on September 19, 2025.

STAFF ANALYSIS

The City's compensation to its City Council has not been increased for three decades. This table compares the 16 general law cities in Contra Costa County. Pittsburg has the third highest population but its City Council compensation is third lowest.

City	Current Monthly Salaries	Polulation	SB 329 Monthly Salaries
Antioch	$ 1,900.00	116,781	$ 1,900.00
Brentwood	$ 1,150.59	65,747	$ 1,600.00
Clayton	$ 470.00	10,743	$ 950.00
Concord	$ 1,900.00	122,650	$ 1,900.00
Danville	$ 1,387.00	42,960	$ 1,275.00
Hercules	$ 831.60	26,225	$ 950.00
Lafayette	No compensation	25,054	$ 950.00
Martinez	$ 585.00	36,817	$ 1,275.00
Moraga		16,637	$ 950.00
Oakley	$ 800.00	46,826	$ 1,600.00
Orinda	No compensation	19,351	$ 950.00
Pinole	$ 950.00	18,261	$ 950.00
Pittsburg	$ 500.00	76,374	$ 1,900.00
Pleasant Hill	$ 950.00	33,601	$ 950.00
San Pablo	$ 1,094.00	31,507	$ 950.00
Walnut Creek	$ 650.00	69,927	$ 1,600.00

During the September subcommittee meeting, it was recommended that the City Council consider increasing the compensation for City Council members from $500 to $1,600 per month. The recommended amount recognizes that while Pittsburg, by law, may compensate up to $1,900, its population is at the lower end of the range of 75,000 to 100,000.

Any salary increase will be effective December 6, 2026, which is after the November 2026 election, the beginning of a pay period, and the elected City Council Members' terms would commence December 7, 2026.

ATTACHMENTS: Ordinance

Report Prepared By: Melaine Venenciano, Director of City Clerk Services

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending Pittsburg Municipal Code Chapter) 2.04.020 to Increase City Council Salary)	ORDINANCE NO. 25-

WHEREAS, State law regulates the maximum compensation for City Council Members of general law cities and when those salary adjustments become effective; and

WHEREAS, Government Code Section 36516 authorizes a city council to receive a specified salary based on population as shown by the U.S. Census or California Department of Finance; and

WHEREAS, the last time the City Council salary was increased was on August 21, 1995 by Ordinance 95-110, when the population was between 50,000 and 75,000, which established a salary of $500 per month, commencing December 1, 1995; and

WHEREAS, on June 29, 2023, SB 329 was signed by the Governor and amended Government Code Section 36516. The reason for the amendment was because the compensation schedule for general law cities has not been adjusted since 1984 and allowing cities to adjust compensation for inflation may help city councils become more diverse; and

WHEREAS, Subsection (a) of Government Code Section 36516 was amended to read as follows:

(1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).
(2) (A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars ($950) per month.
(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars ($1,275) per month.
(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars ($1,600) per month.
(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars ($1,900) per month.
(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars ($2,550) per month.
(F) In cities over 250,000 population, up to and including three thousand two hundred dollars ($3,200) per month.
(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.
(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:
(A) An amount equal to 5 percent for each calendar year from the operative date of the

last adjustment of the salary in effect when the ordinance or amendment is enacted.
(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.
(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

WHEREAS, pursuant to State law, a change in compensation does not apply to a council member during the council member's term of office. However, the law provides that the prohibition shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of the city council becomes eligible for a salary increase by virtue of the council member beginning a new term of office; and

WHEREAS, staff recommends the salary increase become effective December 6, 2026, which is after the November 3, 2026 election, complying with State law.

WHEREAS, the City finds that adjusting councilmember salaries would account for inflation and support diversity in city councils because increased compensation can help individuals from across different income levels receive sufficient income for their service.

NOW, THEREFORE, the City Council of the City of Pittsburg does ORDAIN as follows: (new language in ***bold italic***, deleted language in ~~strikethrough~~)

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. Amendment. Chapter 2.04.020 Salaries – Designated is hereby amended to read as follows.

A. This section is enacted under Government Code Section 36516, which authorizes a city council to provide by ordinance that each member of the council may receive a salary based upon the population of the city.

B. ~~The latest estimate of population of the city of Pittsburg exceeds 50,000.~~ ***The California Department of Finance determined the population of Pittsburg is 76,374 as of 2025.***

C. Under the authority of Government Code Sections 36516 ~~and 36516.6~~ each member of the city council ~~may~~ ***shall*** receive a salary of ~~$500.00~~ ***$1,600*** per month. The salary is payable beginning ***December 6, 2026***.

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 November 17, 2025, and was adopted and ordered published at a meeting of the City Council held on ____________, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST BY:

____
Alice E. Evenson, City Clerk

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

TO:	Mayor and Council Members
FROM:	Maria M. Aliotti - Interim City Manager
SUBJECT:	Adoption of a City Council Resolution Authorizing Execution of a Consulting Services Agreement with Sandis Civil Engineers Surveyors Planners for Design of Project 2052-Delta De Anza Multimodal Trail Safety Improvements
MEETING DATE:	November 17, 2025

EXECUTIVE SUMMARY

Project 2052 - Delta De Anza Multimodal Trail Safety Improvements (Project) is the construction of safety and operational enhancements to the Delta De Anza Trail within the Pittsburg City limits and Bay Point. Adoption of this Resolution will authorize the City Manager to execute a Consulting Services Agreement (Agreement) with Sandis Civil Engineers Surveyors Planners (Sandis) for design of the Project.

FISCAL IMPACT

The total compensation for the Agreement is $495,000. Funding will be provided from the current approved Project budget. No additional funds are being requested.

RECOMMENDATION

City Council adopt the Resolution authorizing the City Manager to execute the Agreement with Sandis for design of the Project for an amount not to exceed $495,000.

BACKGROUND

On July 15, 2022, the City submitted the One Bay Area Grant (OBAG 3) application for the Project and was selected through a competitive process administered by the Metropolitan Transportation Commission (MTC) to receive $4,427,000 in federal funding.

On May 1, 2023, the City Council approved Resolution No. 23-14283 accepting the MTC OBAG 3 grant for the Project.

On June 19, 2023, the City Council approved Resolution No. 23-14318 adopting the Five-Year Capital Improvement Program for Fiscal Years 2023/24 through 2027/28 which created the Project.

On January 21, 2025, the City Council approved Resolution No. 25-14588 authorizing the City Manager to execute a Funding Agreement between the City of Pittsburg and East Bay Regional Park District (EBRPD) to accept $582,406 from EBRPD for the Project.

On March 28, 2025, staff received notification from California Department of Transportation (Caltrans) that preliminary engineering funds were approved for the Project and the E-76, Authorization to Proceed with design, was issued.

SUBCOMMITTEE FINDINGS

This item was not presented at a subcommittee meeting.

STAFF ANALYSIS

The City advertised a Request for Qualifications (RFQ) for design services for the Project and received six Statements of Qualifications (SOQs) from consulting firms. The SOQs were evaluated by staff. Based on ratings of the proposals received and a comprehensive cost proposal review and fee negotiations, staff recommends awarding the design contract to Sandis. The scope of the design services includes preparation of concept plans and conducting community outreach to identify desired improvements for enhanced trail crossings. Based on the information gathered from the outreach effort, Sandis will prepare biddable construction documents that align within the project budget. The improvements to be considered include, but are not limited to, wayfinding signage, protected green bike lanes, rectangular rapid flashing beacons, raised/high visibility crosswalks, bulb-outs, pedestrian lighting, and upgrades to the trail's existing pavement.

The Pittsburg Move Active Transportation Plan identified Delta De Anza Trail as a priority corridor. Improvements to the trail will help create a well-connected and attractive transportation network that will increase travel by walking or bicycling.

While the Project extends beyond Pittsburg's city limits, the City will administer the entire project and Contra Costa County will cover the match requirement (11.47%) for improvements in its jurisdiction. A Memorandum of Understanding between Pittsburg and Contra Costa County will be presented to City Council for consideration at a future City Council meeting.

ATTACHMENTS: Resolution
Consulting Services Agreement

Report Prepared By: SM Saklaen, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing City Manager to Execute Consulting Services Agreement with Sandis Civil Engineers Surveyors Planners for Design of Project 2052 - Delta DeAnza Multimodal Trail Safety Improvements	)))))	RESOLUTION NO. 25-

WHEREAS, Project 2052 - Delta De Anza Multimodal Trail Safety Improvements (Project) is the construction of safety and operational enhancements to the Delta De Anza Trail (Class I) within the Pittsburg city limits and Bay Point; and

WHEREAS, on July 15, 2022, the City submitted the One Bay Area Grant (OBAG 3) application for the Project and was selected through a competitive process administered by the Metropolitan Transportation Commission (MTC) to receive $4,427,000 in federal funds; and

WHEREAS, on May 1, 2023, the City Council approved Resolution No. 23-14283, accepting the MTC OBAG 3 grant for the Project; and

WHEREAS, on June 19, 2023, City Council approved Resolution No. 23-14318, adopting the Five-Year Capital Improvement Program for Fiscal Years 2023/24 through 2027/28 which created the Project; and

WHEREAS, on January 21, 2025, the City Council approved Resolution No. 25-14588, authorizing the City Manager to execute a Funding Agreement between the City of Pittsburg and East Bay Regional Park District (EBRPD) to accept $582,406 from EBRPD for the Project; and

WHEREAS, on March 28, 2025, staff received notification from California Department of Transportation (Caltrans) that preliminary engineering funds were approved for the Project and the E-76, Authorization to Proceed with design, was issued; and

WHEREAS, the City advertised a Request for Qualifications for design services, a process required by Caltrans, for the Project and received and evaluated six Statements of Qualifications from consulting firms; and

WHEREAS, based on ratings of the received submittals and a comprehensive cost proposal review and fee negotiations, staff recommends awarding the design contract to Sandis Civil Engineers Surveyors Planners (Sandis).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Consulting Services Agreement with Sandis.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 17th day of November 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST BY:

____
Alice E. Evenson, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS

Project 2052 - Delta De Anza Multimodal Trail Safety Improvements

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg, a municipal corporation ("City") and Sandis Civil Engineers Surveyors Planners, a California corporation ("Consultant") (together referred to as the "Parties") as of November 18, 2025 (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 Services 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 ("Term"), 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. There shall be no change in Consultant's project manager or members of the project team, as listed in the approved Cost Proposal, without prior written approval by the City's contract administrator. 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. Consultant shall be fully responsible to City for the negligent acts and omissions of its employees, agents, or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

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.

1.5 **Federal Requirements.** This Agreement is funded, in whole or in part, with federal funds. Consultant must comply with the requirements set forth in Exhibit C, Federal Requirements, which is attached hereto and incorporated herein by reference.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Four Hundred Ninety-Five Thousand Dollars ($495,000) for services to be performed and reimbursable expenses incurred under this Agreement, which is based on the Parties' final negotiated Cost Proposal, attached hereto and incorporated herein as Exhibit B ("Cost Proposal"). 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. (See also Section 2.2 of Exhibit C.)

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 or subconsultants of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the Term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager or his or her designee.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. (See also Section 2.8 of Exhibit C.)

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 Cost Proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that

Consultant is a sole proprietor and does not have any employees and will not have any employees during the Term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the Term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall provide coverage on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 **Wasting Policies**. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Indemnification**. Consistent with California Civil Code Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties, or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by City, Consultant shall defend any such suits at its sole cost and expense. If City elects to provide its own defense, Consultant shall reimburse City for any expenditures, including reasonable attorneys' fees and costs. Consultants' obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of City or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, City for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This Section **5.1** shall survive any expiration or termination of this Agreement.

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the Term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the Term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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 satisfactorily 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, except that which is expressly identified in Consultant's approved Cost 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; and/or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 4 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 § 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 4 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Dispute Resolution.** The Parties will attempt to resolve any disputes arising from or pertaining to this Agreement by informal negotiations, conducted in face-to-face meetings of the principal representatives of the Parties if possible. If the Parties are unable to resolve a dispute in whole or in part through informal negotiations, the Parties will seek to resolve the matters remaining in dispute through mediation with a qualified, neutral mediator that is acceptable to each party, and at a mutually agreed-upon date, time, and location. Sufficiently in advance of the mediation to allow meaningful time for review, the Parties will provide each other and the mediator any documents or information that are reasonably necessary to resolve the matter to be mediated, subject to limitations applicable to confidential and privileged documents and information. The Parties will share the cost of the mediation equally, but each party will bear its own costs to prepare for and participate in the mediation, including its own legal costs.

10.2 **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.

10.3 **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.

10.4 **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.

10.5 **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.

10.6 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 **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.*

10.8 **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.

10.9 **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:	Sandis Civil Engineers Surveyors Planners 1700 S. Winchester Blvd., Suite 200 Campbell, CA 95008 ATTN: Nate Dickinson, PE
City:	City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 ATTN: City Manager

10.10 **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."

10.11 **Integration.** This Agreement, including Exhibit A (Scope of Services), Exhibit B (Cost Proposal), and Exhibit C (Federal Requirements), represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement and the Exhibits, the Agreement shall control.

Exhibit A	Scope of Services
Exhibit B	Cost Proposal
Exhibit C	Federal Requirements

10.12 **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.

10.13 **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.

10.14 **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

____
Maria M. Aliotti, Interim City Manager

Date: ___________________________

CONSULTANT: SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS

Signed by:
Nate Dickinson
D06BA5A480874C0...
____
Nate Dickinson, PE

Date: ___________________________

Approved as to Form:

Signed by:
16DDA4CD08BB41E...
____
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Consultant will provide the services set forth herein for the Delta De Anza Multimodal Trail Safety Improvements Project (“Project”), including the services for Phase 1 (Package A) and Phase 2 (Package B) of the Project. The Project is located at Delta De Anza Trail Corridor within the City limits and Bay Point and involves making safer trail crossings and improving access.

Phase 1 – Package A

In Phase 1, Consultant will provide the services required for Package A. Package A involves development of 15% plans and estimates (conceptual designs) and an extensive outreach effort for the Pittsburg and Bay Point extents of the Project trail corridor.

The scope for Package A involves conducting public outreach at 22 crossings within the Pittsburg and Bay Point limits to gauge the desired trail improvements. Improvements to be considered include, but are not limited to:

Raised crosswalks, bulb-outs, rapid rectangular flashing beacons, high-visibility crosswalks, safety intersection lighting, wayfinding signage, green bike lanes, upgrades to the trail’s existing pavement/resurfacing, and landscape enhancements.

Package A includes the following tasks:

Task 1A – Project Coordination and Project Management (Package A)
Consultant shall oversee Project development to ensure quality deliverables by maintaining open communication with City staff and monitoring the Project schedule. This shall include, but is not limited to, Project meetings, regular updates, and general Project management tasks.

Task 1A.1 – Project Meetings
For each meeting throughout the Project lifecycle, Consultant shall prepare a meeting agenda and send the agenda to all participants at least 3 working days prior to the meeting; prepare presentations, when applicable, and provide the presentation materials to all participants with the agenda; and draft meeting notes, which will be distributed to all participants no more than 5 working days after each meeting. City staff shall have the opportunity to review all meeting notes and request changes before the notes are finalized and distributed to attendees for record keeping.

All meetings will be held virtually via Microsoft Teams, unless otherwise specified.

Consultant will coordinate and conduct the following meetings:

- **1A.1.1 Kick-off Meeting** - Upon City's issuance of the Notice to Proceed (NTP), Consultant shall schedule a kick-off meeting to establish lines of communication between Project team and City staff, discuss the scope of work, review the Project schedule and budget, and discuss any logistical elements of the Project, such as file sharing platform preferences and invoicing requirements.

- **1A.1.2 Project Site Walk & Ride** - Consultant shall schedule and lead a Project site walk in person with interested City staff and teaming partners. The site walk shall be used to identify any visible Project constraints and for design staff to gather experiential data about the Project area. Consultant shall take photos and compile a record to share with team members and City staff.

- **1A.1.3 Progress Meetings** - Consultant shall schedule and lead meetings every two weeks throughout the lifecycle of the Project. The intention of the progress meetings is to provide updates to the City's Project team during production and design between other scheduled meetings.

Additional informal meetings may be scheduled between the design team and City staff for brief updates, direction, or questions, as needed.

The meetings listed above are inclusive of the meetings associated with Package A. See Package B for additional information.

Task 1A.2 – Project Schedule, Coordination, and Updates
Consultant shall monitor scope, schedules, and budgets required to complete the Project. Consultant shall prepare a baseline Project schedule identifying milestones and critical path items, which is subject to City's review and approval. Consultant shall update the schedule on a monthly basis, which shall include checking in with all team members as Project development progresses, queuing tasks in advance of their start, and mitigating any impacts that would cause Project delays. All changes to schedules shall be immediately communicated to City staff with mitigation plans identified for City staff approval.

Task 2 – Concept Development & Verification
Consultant shall lead the development and validation of concept alternatives. This effort shall run parallel to public outreach (Task 4) and lead to construction document packages, 35% first, as outlined in Task 6 of Package B.

Task 2.1 – Initial Concept Development
Consultant shall lead the development of an initial concept map. This map shall be based on the Project extents, with key locations and recommendations identified with either icons, where appropriate, or a small pop-out with conceptual drawings showing

the layout of any early recommended treatments or alternatives to be considered. This map will be paired with a design toolkit, which will show example pictures of all major treatments being considered. Consultant anticipates using these two documents for early outreach efforts to garner public input on preferred types of treatments and to identify Project constraints and opportunities. Consultant shall develop both documents to be public facing.

The concepts shall concentrate on trail crossing locations and intersections, concentrating on the 22 locations within Pittsburg and Bay Point identified in Attachment A to this Exhibit. Attachment A is attached hereto and incorporated herein by reference.

Consultant will submit the initial concept map and design toolkit electronically to City for review and comment.

Task 2.2 – Traffic Conditions Assessment
After the initial round of public feedback and the documenting of existing conditions in Task 2, Consultant shall develop an existing conditions assessment report. The report shall evaluate each crossing location and include traffic analyses of the collected count data, evaluations based on the Safe Transportation for Every Pedestrian (STEP) resources and guidance documents for pedestrian and trail crossings, available on the Federal Highway Administration's (FHWA) website, and recommendations for each segment of the corridor based on industry best practices.

All traffic analyses and assessments performed as part of this report shall be accompanied by count data reports, Synchro output reports, queuing reports, warrant worksheets, and STEP Guide assessments and worksheets as appropriate in a report appendix.

Consultant will submit the existing conditions assessment report and associated appendix electronically to City for review and comment.

Task 2.3 – 15% Concept Plans and Estimate
After receiving feedback from the public outreach efforts, collecting existing data, City input, and the results of the conditions assessment, Consultant shall develop 15% concept plans that will be public friendly in layout and understanding, but provide specific recommendations for locations and show the layout of improvements. Consultant will develop the 15% concept plans at 1"=40' scale and concentrate on the major improvements. The plans shall concentrate on the intersections and crossing locations. The plans will not show the full length of the trail corridor and will not emphasize the midblock stretches of the corridor unless significant improvements to specific midblock stretches are recommended. The concept plans will identify crossing and intersection improvements that may be considered for the final Project recommendations with acknowledgements of the trail resurfacing throughout the trail corridor.

The 15% concept design shall be scaled appropriately based on the recommendations of the existing conditions assessment report and also scaled to fit within the established Project budget. If none of the recommended treatments are feasible within the Project budget, Consultant shall present a list of priority recommendations that fit within the budget and considerations for lower-cost improvements in place of the full recommended set. The 15% concept plans shall be accompanied by a 15% Engineer's Estimate of Probable Cost.

Consultant will submit the 15% concept design plans and associated engineer's estimate electronically to City for review and comment.

Task 2.4 – Traffic Counts
Consultant shall coordinate the collection of traffic counts as needed for the Project through a third-party collector.

Consultant anticipates the Project shall require turning movement counts for AM and PM peak hours for all intersections that the pathway crosses through. Consultant also anticipates any corridor midblock crossings shall require the collection of average daily traffic counts and speed data. Traffic counts will be for the 22 crossings identified in Attachment A.

Consultant shall utilize these counts in Task 2.2 for the traffic analyses.

Task 3 – Public Outreach
Consultant shall coordinate and perform public outreach efforts in connection with the Project.

Task 3.1 – Community Engagement Plan
Consultant shall review recent relevant community engagement activities and summaries from other planning efforts in the City. Consultant shall work with City staff to develop a plan that meaningfully engages key stakeholders (e.g., local businesses, schools, community members) and sets the Project up to be responsive to community needs. The community engagement plan shall identify specific engagement tools, events, approaches to advertising events/tools, etc., to support the Project.

Consultant anticipates 2-3 Engagement Phases from which to collect feedback:

(1) Existing conditions, gaps, opportunities
(2) Potential proposed improvements and alternatives
(3) Presentation of draft Project and community buy-in

Engagement Phases 1 and 2 may be combined based on City staff feedback. Consultant will submit a draft community engagement plan to City for review and comment, followed by submission of a final community engagement plan. Consultant assumes the final community engagement plan will be based on one round of consolidated comments on the draft engagement plan.

Task 3.2.1 – Outreach Efforts
For scoping purposes, Consultant assumes the following activities, which shall be refined and finalized when developing the community engagement plan in Task 3.1:

- Workshops (2) – Consultant shall plan and lead two (2) public workshops with day-of support from City and Consultant staff.
- Outreach materials – Consultant shall lead the development of outreach materials (e.g., maps, graphics, flyers) with input and review from City staff. Consultant assumes there will be one set of materials for each outreach event. The City shall have the opportunity to provide one round of consolidated comments on each set of engagement materials that Consultant shall incorporate into the materials prior to making the materials available to the public.
- Council and Commission Presentations – Consultant shall present the Project to City Council and commissions up to four (4) times throughout the Project to provide updates and garner feedback.

3.2.2 Online Outreach (Website and Survey)

- Project website content – Consultant shall develop website copy, images, and documents to post to the City's website to inform the community about the overall Project and provide updates. Consultant assumes the scope shall include preparing website copy with up to three (3) updates throughout the life of the Project. The City shall have the opportunity to provide one round of consolidated comments on each set of engagement materials which Consultant shall incorporate into the materials.
- Online Survey – Consultant shall develop an online survey to collect feedback on existing conditions and/or proposed improvements. Once the survey is closed, Consultant shall summarize survey results.

Consultant will provide Spanish translation services at each outreach event, as well as Spanish translation for materials and public surveys.

Task 3.3 – Documentation
Consultant shall summarize and analyze feedback from participants at the conclusion of the community engagement process and document outreach activities, findings, and results in an outreach memorandum. Consultant will submit a draft outreach memorandum to City for review and comment, followed by submission of a final outreach memorandum. The final outreach memorandum shall be based on one round of consolidated comments on the draft memorandum.

Phase 2 – Package B

In Phase 2, Consultant will provide the services required for Package B. Package B involves the development of final construction documents from the results of the public outreach and concept development outlined in Package A. It includes environmental clearances, surveying, stakeholder coordination, and plans, specifications, and estimates (PS&E) development.

Consultant will not start work for Phase 2 (Package B) until the City has determined that Phase 1 (Package A) is complete and the City has issued a Notice to Proceed with Phase 2 (Package B) to Consultant.

Package B Assumptions. Consultant has provided an estimate of fee for Package B, based on the following assumptions:

The scope of final construction documents for the Project shall include improvements to 16 crossings within the Pittsburg and Bay Point limits identified in the modified list of crossings/intersections set forth in Attachment B to this Exhibit A. Attachment B is attached hereto and incorporated herein by reference. The scope of improvements includes raised crosswalks and/or bulb outs for crossings located along the High Injury network (6 locations total), safety intersections lighting, wayfinding signage, green bike lanes, resurfacing of the trail through microsurfacing, and landscaping enhancements.

The high injury network locations are based on the Contra Costa Transportation Authority (CCTA) maps (Appendix D of CCTA's Countywide Vision Zero Action Plan, representing the 2008-2017 high-injury-network, adopted in 2021) and are understood to include crossings at:

- Mary's Avenue (Bay Point)
- Enes Avenue (Bay Point)
- W. Leland Road (Pittsburg)
- Crestview Drive (Pittsburg)
- Railroad Avenue (Pittsburg)
- Loveridge Road (Pittsburg)

If the final design concept varies from these assumptions, a new scope and fee will need to be generated for Package B and agreed upon in writing by City staff and Consultant.

Package B includes the following tasks:

Task 1B.1 – Project Meetings
For each meeting throughout the Project lifecycle, Consultant shall prepare a meeting agenda and send the agenda to all participants at least 3 working days prior to the

meeting; prepare presentations (when applicable) and provide presentation materials to all participants with the agenda; and draft meeting notes, which will be distributed to all participants no more than 5 working days after each meeting. City staff shall have the opportunity to review all meeting notes and request edits before the notes are finalized and distributed to attendees for record keeping.

All meetings are anticipated to be held virtually via Microsoft Teams, unless otherwise specified.

Consultant anticipates the Project to include the following meetings:

- **1B.1.1 Percent Design Review Meetings** - After submission of each design deliverable, Consultant shall meet with City staff to review and discuss comments. Prior to each meeting, Consultant will review all comments and prepare to discuss any needed clarifications or questions during the meeting. The meetings shall include a page turn of the plan set and comments to thoroughly review the Project and ensure direction is understood moving forward into the next design phase.
- **1B.1.2 Progress Meetings** - Consultant shall schedule and lead meetings every two weeks throughout the Project lifecycle. The intention of the progress meetings shall be to provide updates to the City's Project team during production and design between other scheduled meetings.

Additional informal meetings may be scheduled between Consultant and City staff for brief updates, direction, or questions, as needed.

The meetings listed above are only inclusive of the meetings associated with Package B. See Package A for additional information.

Task 1B.2 – Project Schedule and Updates
Consultant shall monitor scope, schedules, and budgets required to complete the Project. Consultant shall prepare a baseline Project schedule, identifying milestones and critical path items, which is subject to City's review and approval. Consultant shall update the schedule on a monthly basis, which shall include checking in with all team members as Project development progresses, queuing up tasks in advance of their start, and mitigating any impacts that would otherwise cause Project delays.

Task 4.1 – Topographic Survey and Background
Consultant shall perform a topographic field survey to gather the necessary information and detail for Project design at crossings and intersections along the Delta de Anza Trail corridor within Pittsburg and Bay Point. Consultant assumes that 16 locations in total shall require ADA level survey. The boundary shall establish the public right-of-way and be used to confirm improvements within the right-of-way, as well as the need for easements.

Consultant assumes that detailed elevations and underground information are not needed outside of the intersection/curb ramp/sidewalk improvement locations. Existing right-of-way shall be based upon available maps and deeds on file in the County public records. Consultant shall include and show plottable easements, and right-of-way lines with length and bearing including reference on basis on each boundary course.

Consultant shall order a Preliminary Title Report with reference documents if needed. Consultant shall conduct fieldwork, office calculations, and drafting to produce a topographic survey of the Project area at a 1”-20’ Scale. This survey shall show the location and sizes of existing trees, driplines (which shall be assumed), grade breaks, high points, low points, signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, vegetated or landscaped areas including bushes, etc., USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes within the Project area(s). Field measurements of inverts of accessible and unobstructed visible catch basins, area drains, storm drain manholes, and sanitary sewer manholes shall be shown.

Consultant shall use an aerial image, supported by site visits and field reports, for the general layout of any improvements located along the midblock extents of the trail. Consultant anticipates those improvements to be limited to microsurfacing and limited location of pavement dugouts. Consultant anticipates these improvements will not require a topographic survey for their layouts, and as such, the extents of the trail shall not be surveyed outside of the 16 crossings.

Consultant will submit the topographic survey electronically to City for review and comment.

Task 4.2 – Utility Research
Consultant shall gather and review available information, reports, data, as-builts, and record drawings related to the Project site. Consultant shall accurately identify utilities, possible utility conflicts for further investigations, existing equipment and other traffic control elements at each crossing location, and any other conditions or facilities relevant to the design or construction of the Project.

Consultant shall distribute data request letters and coordinate the gathering of available Project related information from various available sources of information that are identified through Consultant’s initial investigations. Consultant shall assemble these data request letters within a week following Project kickoff in order to coordinate existing data collection. Consultant understands that limited information on existing facilities may be available, and that Consultant will need to undertake extensive site investigation.

Task 4.3 - Geotechnical Allowance

Consultant shall provide coordination of geotechnical design considerations and backgrounds. This scope will be further developed as the final concepts are developed in Phase 1 (Package A). The fee associated with this task is an allowance to be utilized on an as-needed basis as authorized by City.

Task 5 – Environmental Clearance
Consultant shall coordinate the efforts for environmental clearance.

Based on Consultant's review of the proposed Project and Consultant's recent experience working on similar public infrastructure projects in the greater Bay Area, Consultant believes the Project would be categorically exempt from the California Environmental Quality Act (CEQA) under Class I Existing Facilities. Consultant shall prepare the CEQA Categorical Exemption (CE) for the City's review and shall make revisions based on one round of review and comments by the City and file the CE with Contra Costa County following the City's Project approval.

Since the Project will utilize federal grant funds, compliance with the National Environmental Policy Act (NEPA) and related federal statues is required. Consultant shall work with the City to develop a Project description for submittal to Caltrans.

Consultant shall prepare the following technical studies for the Project and shall satisfy NEPA compliance for Caltrans, the City, and regulatory agencies. The studies shall be based, in part, on technical information provided by the Project team.

- **Air Quality PM Email** – Because the Project is a bicycle and pedestrian facility improvement project, Consultant assumes that the project will be exempt from the requirement that a conformity determination be made. Consultant assumes that the City shall coordinate with the Metropolitan Transportation Commission (MTC) to obtain a PM 2.5 exemption email.
- **Community Impacts Memorandum** – Consultant shall prepare a Community Impacts Assessment Memorandum for the Project.
- **Cultural Reports** – Consultant shall prepare an Area of Potential Effect Map, Archeological Survey Report (ASR), and Historic Properties Survey Report (HPSR) to document any archeological resources that may be discovered on-site and impact by the Project. The HPSR shall document the Section 106 Native American consultation that shall be carried out by Caltrans District 4 Local Assistance staff.
- **NEPA CE and ECR Documentation** – Consultant shall assist Caltrans, as needed, in the preparation of the NEPA Categorical Exclusion (CE) and the Environmental Commitment Record (ECR).
- **Section 4(f) Memorandum** – The Delta de Anza Trail itself is a public recreational facility and, therefore, a Section 4(f) protected resource. The Project proposes improvements to the trail. Consultant shall prepare a Section 4(f) De Minimis Memorandum for the Project documenting that the Project will not result in any adverse effects to the Section 4(f) resource.

Additional documents may be requested by Caltrans based on the results of the above. Any such additional documents requested by Caltrans shall be considered as optional tasks and shall require pre-approval by City.

The fee for this task is broken down into overall coordination and management of the environmental clearance efforts (Task 5.1) and the individual deliverables (Tasks 5.2 – 5.6).

Consultant will submit the deliverables required by this Task to City (and Caltrans and/or regulatory agencies, as applicable) for review and comment. All deliverables required by this Task must be prepared in accordance with Caltrans' Local Assistance Procedures Manual ("LAPM").

Task 6 – Construction Documents

Consultant shall develop the refined concepts into final construction documents for the Project, with four progress submittals at the 35%, 65%, 95% and 100% PS&E development levels before submitting a final set. The final construction documents for the Project must include plans and technical specifications for the Project that comply with all applicable federal, state, and local laws, regulations, and requirements.

Between each stage of development, the City shall have the opportunity to review the previous package and provide a single set of consolidated, consistent comments for the Consultant to address. Consultant anticipates that the City shall take up to three (3) weeks to complete its review following receipt of each progress submittal. After receiving the City's comments, Consultant shall review the comments provided and coordinate any clarifications needed with City staff.

Task 6.1 – 35% PS&E

Consultant shall develop and submit to City a schematic design package for the 35% design submittal based on all gathered information, data, and feedback collected during the aforementioned Project phases and Tasks.

The submittal shall include the evaluation results and a schematic design with the proposed traffic signal equipment locations. It shall also identify the locations, layout, and schematic design of any additional traffic calming measures that may be proposed, if deemed appropriate, and identify any revisions to the built environment for the traffic signal and intersection to meet ADA requirements.

The 35% schematic design shall be supplemented with a list of anticipated technical specifications and an engineer's cost estimate.

Task 6.2 – 65% and 95% PS&E

Based on City feedback on the 35% schematic design, Consultant shall progress the design package to 65% and then again to 95%.

The 65% design package shall include Project specifications. The specifications shall include City standard front-end specifications, using the City's approved template, and technical specifications, which shall be inclusive of the bid schedule, measurement and payment sections, as well as other relevant documents for bid. After the 65% set is reviewed by City, Consultant shall progress the design again to 95% according to Project needs and based on City comments.

Consultant anticipates that the plans shall be limited to the following sheets:

- Title sheet
- General Notes sheet
- Horizontal Control sheets
- Layout sheets*
- Grading / Drainage sheets
- Electrical / Lighting sheets
- Detail sheets

Consultant anticipates that signing and striping improvements shall be identified in the layout sheets.

Task 6.3 – 100% PS&E
After receiving comments from City and other agencies with an interest in the Project (e.g., Contra Costa County and East Bay Regional Park District) on the 95% design submittal, Consultant shall prepare and deliver 100% PS&Es and front-end documents for the Project (collectively, the "Contract Documents") to City for review and comment. Consultant shall incorporate comments from the 95% design review into the Contract Documents for the Project, inclusive of PS&Es, where appropriate. The 95% engineer's estimate will be updated to reflect the refinements from the 95% design review into the Contract Documents (100% Design). Consultant will ensure that it has addressed all substantive content and edits to date. The Consultant's Engineer-in-Responsible-Charge shall stamp and sign the approved Bid Set of the Contract Documents, and where appropriate, other California-licensed professionals shall also stamp and sign the individual plan sheets under their charge along with the Engineering Responsible-Charge. Consultant shall then submit the final cover pages of the Plans and Specifications for signature by the City's Public Works Director. Consultant anticipates that this package shall be the final design submittal before development of the final package in Task 6.4.

Task 6.4 – Final PS&E
Upon the City Engineer's acceptance of the 100% deliverable package, Consultant shall prepare a final signed and stamped package, including, but not limited to, plans, specifications, a bid list, and an engineer's estimate. Plans and specifications shall be

reproducible and all deliverables under this task shall be in electronic and hard-copy format.

Electronic format of Project files shall be sent with the electronic deliverable and be compatible with AutoCAD 2014 and the latest version of Microsoft Word, Excel, Project, or any format agreed upon between City and Consultant.

Task 7 – Stakeholder Coordination
Consultant shall collectively lead efforts to coordinate with key stakeholders. This may include organizing and facilitating meetings and discussion groups with outside agencies, property owners, utility companies, advocacy groups, community organizations, and other invested parties.

Consultant anticipates the stakeholder groups to be divided into two groups:

- Technical Advisory Stakeholders – This group shall be composed primarily of other outside agencies, relevant key utility representatives, East Bay Regional Park District, and City departments. Consultant anticipates this group to have up to three (3) meetings scheduled. The initial meeting, coinciding with Task 2 data collection, shall focus on identifying Project needs and constraints from the technical group. Subsequent meetings at 35% and 95% design levels, as needed, shall allow technical groups to offer input and discuss the Project design.
- Community Advisory Stakeholders – Composed of community organizations, advocacy groups, neighborhood associations, schools/PTA representative, and property owners, this group shall meet three (3) times. The first meeting, during Public Outreach Phase 1, shall identify optimal outreach methods and activate the group to disseminate information about outreach activities and the public survey. The second meeting, during Phase 3 of outreach, shall allow stakeholders to provide feedback on concepts. The final meeting, around the 95% design deliverable phase, shall update the group and solicit buy-in on final designs.

Consultant shall first develop a list of all organizations and representatives anticipated for these two groups and submit to City staff for feedback and additions. After the potential members of the two stakeholder groups have been verified, Consultant shall initiate contact and provide invitations for all members to participate.

Consultant anticipates that all stakeholder meetings shall be held virtually and during the workday to ensure maximum participation in both groups, unless in person meetings are requested by the City.

Consultant shall provide agendas in advance of each meeting, slide decks for presentations as necessary, and meeting notes. In addition to the Stakeholder meetings, Consultant shall also lead the effort to acquire all necessary permits, approvals, and easements from utility providers, agencies, and property owners.

Task 8 – Caltrans ROW and LAPM Coordination
City staff shall lead the efforts associated with the Caltrans ROW (8.1) and LAPM coordination (8.2). Consultant shall assist the City with the development of exhibits and provide technical guidance to City staff.

Additional Services During Bidding and Construction (If Authorized by City)
City may request additional services of Consultant during the bidding and construction phases of the Project. Consultant will not provide any such additional services until Consultant has received written authorization from the City to perform the additional services. Unless otherwise specified in writing by City, all additional services will be subject to the same terms and conditions that apply to all other services under the Agreement.

Attachment A to Exhibit A

OBAG3 - Delta De Anza Trail Improvements

TABLE I - Potential Intersections for Improvements

Item No.	Jurisdiction	Intersection Location
1	Bay Point	Delta De Anza Trail and Mariners Cove Drive
2	Bay Point	Delta De Anza Trail and Riverside Drive
3	Bay Point	Delta De Anza Trail and Anchor Drive
4	Bay Point	Delta De Anza Trail and Marys Avenue
5	Bay Point	Delta De Anza Trail and Alberts Avenue
6	Bay Point	Delta De Anza Trail and Enes Avenue
7	Bay Point	Delta De Anza Trail and Marin Avenue
8	Bay Point	Delta De Anza Trail and Ambrose Avenue
9	Bay Point	Delta De Anza Trail and Alves Lane
10	Bay Point	Delta De Anza Trail and Clearland Drive
11	Bay Point	Delta De Anza Trail and Bailey Road
12	Bay Point	Delta De Anza Trail and Madison Avenue
13	Bay Point	Delta De Anza Trail and Cleveland Avenue
14	Bay Point	Delta De Anza Trail and Franklin Avenue
15	Pittsburg	Delta De Anza Trail and Ackerman Drive
16	Pittsburg	Delta De Anza Trail and Range Road/West Leland Road
17	Pittsburg	Delta De Anza Trail and Atherton Avenue
18	Pittsburg	Delta De Anza Trail and Crestview Drive
19	Pittsburg	Delta De Anza Trail and Railroad Avenue
20	Pittsburg	Delta De Anza Trail and Harbor Street
21	Pittsburg	Delta De Anza Trail and Loveridge Road
22	Pittsburg	Delta De Anza Trail and Gladstone Drive

Attachment B to Exhibit A

Delta De Anza Multimodal Trail Safety Improvements		
TABLE I - Potential Intersections for Improvements		
Item No.	Jurisdiction	Intersection Location
1	Pittsburg	Delta De Anza Trail and Ackerman Drive
2	Pittsburg	Delta De Anza Trail and Range Road/West Leland Road
3	Pittsburg	Delta De Anza Trail and Atherton Avenue
4	Pittsburg	Delta De Anza Trail and Crestview Drive
5	Pittsburg	Delta De Anza Trail and Railroad Avenue
6	Pittsburg	Delta De Anza Trail and Harbor Street
7	Pittsburg	Delta De Anza Trail and Loveridge Road
8	Pittsburg	Delta De Anza Trail and Gladstone Drive
9	Bay Point	Delta De Anza Trail and Mariners Cove Drive
10	Bay Point	Delta De Anza Trail and Riverside Drive
11	Bay Point	Delta De Anza Trail and Anchor Drive
12	Bay Point	Delta De Anza Trail and Marys Avenue
13	Bay Point	Delta De Anza Trail and Alberts Avenue
14	Bay Point	Delta De Anza Trail and Enes Avenue
15	Bay Point	Delta De Anza Trail and Marin Avenue
16	Bay Point	Delta De Anza Trail and Ambrose Avenue

EXHIBIT B

COST PROPOSAL

SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant SANDIS

Project No. CML-5127(044) Contract No. 2052 Date 8/27/2025

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
DIRECTOR OF ENGINEERING	NATE DICKINSON	6	$ 118.32	$ 709.92
DIRECTOR OF ENGINEERING	RONALD SANZO	11	$ 118.32	$ 1,301.52
SENIOR PROJECT MANAGER	STEVEN YASUTAKE	13	$ 80.77	$ 1,050.01
PROJECT MANAGER	SAMUEL CLAY	125	$ 69.71	$ 8,713.75
PROJECT MANAGER	JOSEPH PAULL	132	$ 72.12	$ 9,519.84
PROJECT ENGINEER (LEVEL 1)	BRENDAN PANG	354	$ 45.50	$ 16,107.00
DESIGN ENGINEER (LEVEL 3)	THUREIN SHWE	273	$ 43.00	$ 11,739.00
DESIGN ENGINEER (LEVEL 1)	WILSON HUYNH	273	$ 37.00	$ 10,101.00
ENGINEERING TECHNICIAN	GUSTAVO LOPEZ	404	$ 46.00	$ 18,584.00
GRAPHIC DESIGNER	KELSEY REDER	36	$ 49.00	$ 1,764.00
SENIOR SURVEY PROJECT MANAGER	CHRIS CINTEAN	17	$ 82.69	$ 1,405.73
SURVEY PROJECT MANAGER (LEVEL 2)	FELIPE VERA	40	$ 86.54	$ 3,461.60
SURVEY PROJECT MANAGER (LEVEL 1)	ERIC LOW	16	$ 64.90	$ 1,038.40
PROJECT SURVEYOR	DAVID BETHAM	96	$ 63.00	$ 6,048.00
2-PERSON SURVEY CREW	VARIOUS	54	$ 189.00	$ 10,206.00
SURVEY TECH	CASSIDY IVIE	88	$ 37.00	$ 3,256.00
PROJECT SPECIALIST	MIKAELLA MARTINEZ	40	$ 40.00	$ 1,600.00
		1978		

LABOR COSTS

(a) Subtotal Direct Labor Costs $ 106,605.77

(b) Anticipated Salary Increases (see page 2 for calculation) $ -

(c) **Total Direct Labor Costs** [(a) + (b)] **$ 106,605.77**

INDIRECT COSTS

(d) Fringe Benefits Rate 48.75% (e) Fringe Benefits [(c) x (d)] $ 51,970.31

(f) Overhead Rate + G&A 60.89% (g) Overhead [(c) x (f)] $ 64,912.25

(h) General & Admin Rate 73.26% (i) Gen & Admin [(c) x (h)] $ 78,099.39

(j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 194,981.95**

FIXED FEE

(k) **Total Fixed Fee** [(c) + (j)] x fixed fee 10%] **$ 30,158.77**

CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	1119	miles	$0.70	$ 783.34

Printing	216	sheet	$1.35	$ 291.60
CivilGrid (Online Platform)	1	lump sum	$ 5,000.00	$ 5,000.00
Traffic Counts (Idax - Vendor)	1	lump sum	$ 9,500.00	$ 9,500.00

(l) **Total Other Direct Costs** **$ 15,574.94**

SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	Winter	$ 57,947.14
Subconsultant 2:	Gates Studio	$ 5,983.00
Subconsultant 3:	Ninyo & Moore	$ 4,967.72
Subconsultant 4:	David J Power & Associates	$ 27,786.71
Subconsultant 5:	Archeological / Historical Consultants (2nd Tier: DJP&A)	$ 35,000.00
Subconsultant 6:	Baseline Environmental Consulting (2nd Tier: DJP&A)	$ 15,994.00
Subconsultant 7:		
Subconsultant 8:		
Subconsultant 9:		

(m) **Total Subconsultants' Costs** **$ 147,678.57**

n) **Total Other Direct Costs including Subconsultants** [(l) + (m)] **$ 163,253.51**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 495,000.00**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

CITY OF PITTSBURG, CA DELTA DE ANZA MULTIMODAL TRAIL SAFETY IMPROVEMENT PROJECT CML-5127(044) PROJECT NO. 2052				
PROJECT TEAM FIRMS	**Role?**	**TOTAL FEE**	**PITTSBURG FEE**	**BAY POINT (COUNTY) FEE**
Phase 1 - Package A				
Sandis	**Prime / Civil & Traffic**	**$ 87,069.86**	**$ 31,345.15**	**$ 55,724.71**
Gates Studio	Landscape Architecture (Outreach Support)	$ 5,983.00	$ 2,153.88	$ 3,829.12
Winter	Outreach	$ 57,947.14	$ 20,860.97	$ 37,086.17
	Total:	**$ 151,000.00**	**$ 54,360.00**	**$ 96,640.00**
Phase 2 - Package B				
Sandis	**Prime / Survey, Civil, & Traffic**	**$ 260,251.57**	**$ 150,945.91**	**$ 109,305.66**
Gates Studio	Landscape Architecture	$ -	$ -	$ -
RMA (Gates)	Irrigation Design	$ -	$ -	$ -
YCG Civil Engineering	Civil Engineering	$ -	$ -	$ -
Ninyo & Moore	Geotechnical Services	$ 4,967.72	$ 3,974.18	$ 993.54
David J Powers & Associates	Environmental	$ 27,786.71	$ 13,893.36	$ 13,893.36
Archeological / Historical Consultants (DJP&A)	Environmental	$ 35,000.00	$ 17,500.00	$ 17,500.00
Sequoia Ecological Consulting	Environmental	$ -	$ -	$ -
Baseline Environmental Consulting	Environmental	$ 15,994.00	$ 7,997.00	$ 7,997.00
	Total:	**$ 344,000.00**	**$ 194,310.44**	**$ 149,689.56**
	Project Total (Package A & B):	**$ 495,000.00**	**$ 248,670.44**	**$ 246,329.56**

Notes:
The fee associated with Package A is based on the number of intersections to be included in the initial concept development and their distribution amongst Pittsburg and Bay Point. There are 8 intersections in Pittsburg and 14 in Bay Point for the initial concept and outreach efforts. (See Attachment A to Exhibit A of the Agreement.)
The fee associated with Package B assumes the reduction of intersections and crossings to the 16 identified in Attachment B to Exhibit A of the Agreement. This list includes 8 locations within Pittsburg and 8 within Bay Point. However, there will be a higher concentration of design elements associated with crossings that are located within the County's high injury network. There are 6 locations within that network along the Project corridor, and 66% of them are within Pittsburg. Consultant assumes that this will result in a design fee for the PS&E packages to be 70% associated with the

Pittsburg locations. Consultant anticipates all other work for Package B will be divided equally between the two jurisdictions.

Fee Schedules. The following fee schedules for Package A and Package B reflect hourly rates that are fully inclusive of Consultant's actual costs plus the fixed fee.

Package A Fee Schedule

CITY OF PITTSBURG, CA DELTA DE ANZA MULTIMODAL TRAIL SAFETY IMPROVEMENT PROJECT CML-5127(044) PROJECT NO. 2052 PACKAGE A	Sandis														Task Hours	Total Sandis Fee	Sub-Consultants									Total Task Fee
	Sandis PIC/ Director	*Sandis* Senior PM	*Sandis* PM	*Sandis* PE	*Sandis* DE	*Sandis* CAD Tech	*Sandis* Graphic Designer	*Sandis* Senior Survey PM	*Sandis* Survey PM 2	*Sandis* Survey PM 1	*Sandis* Project Surveyor	*Sandis* 2-person Survey Crew	*Sandis* Survey Tech	*Sandis* Project Specialist			Tier 1 *Winter*	Tier 1 *Gates*	Tier 2 (Gates) *RMA*	Tier 1 *YCG*	Tier 1 *N&M*	Tier 1 *DJP&A*	Tier 2 (DJP&A) *A/HC*	Tier 2 (DJP&A) *Sequoia*	Tier 2 (DJP&A) *Baseline*	
*Hourly Charge Rate**	$368	$251	$221	$142	$124	$143	$152	$257	$269	$202	$196	$588	$115	$124												
Task 1A: Project Coordination & Project Management (Package A)	1	1	22	20	8	0	0	1	0	0	0	0	0	0	53	$9,559	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,559
1A.1.1 Kick Off Meeting	1	1	2	4				1							9	$1,885										$ 1,885
1A.1.2 Project Site Walk & Ride			8	8	8										24	$3,894										$ 3,894
1A.1.3 Progress Meetings			8	8											16	$2,898										$ 2,898
1A.2 Project Schedule, Coordination, and Updates			4												4	$883										$ 883
Task 2: Concept Development and Verification	4	12	38	76	184	80	8	0	0	0	0	0	0	0	402	$ 59,212	$ -	$ 5,983	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 65,195
2.1 Initial Concept Development	2	2	8	24	56	32	4								128	$18,564										$ 18,564
2.2 Traffic Conditions Assessment	1	6	12	20	60	24									123	$18,261										$ 18,261
2.3 15% Concept Plans & Estimate	1	4	16	32	68	24	4								149	$21,946		$ 5,983								$ 27,929
2.4 Traffic Counts			2												2	$441										$ 441
Task 3: Public Outreach	0	0	14	14	10	0	12	0	0	0	0	0	0	0	50	$8,146	$ 57,947	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 66,093
3.1 Community Engagement Plan			2												2	$441	$ 5,947									$ 6,389
3.2.1 Outreach Events & Coordination			8	8	8		4								28	$4,504	$ 34,000									$ 38,504
3.2.2 Online Outreach (Website & Survey)			4	4			8								16	$2,669	$ 12,000									$ 14,669
3.3 Documentation				2	2										4	$532	$ 6,000									$ 6,532
Package A: Phase 1 Totals	5	13	74	110	202	80	20	1	0	0	0	0	0	0	505	$ 76,918	$ 57,947	$ 5,983	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 140,848
General Project Expenses (travel, general printing, etc.):																										$652
Expense - Traffic Counts (IDAX Vender):																										$9,500
Packag A Expenses																										$ 10,152
Packag A Total with Expenses																										**$ 151,000**

Notes:

1. Hours and staff assignments may be adjusted by the consultant as needed to implement the tasks described during the course of the project.
2. The fee above assumes NTP is provided on or near November 30, 2025 for Package A.
3. Rates are valid for the entire duration of the contract unless changes are approved by the City.

Package B Fee Schedule

CITY OF PITTSBURG, CA
DELTA DE ANZA MULTIMODAL TRAIL SAFETY IMPROVEMENT PROJECT
CML-5127(044) PROJECT NO. 2052
PACKAGE B

	Sandis														
	Sandis PIC/ Director	Sandis Senior PM	Sandis PM	Sandis PE	Sandis DE	Sandis CAD Tech	Sandis Graphic Designer	Sandis Senior Survey PM	Sandis Survey PM 2	Sandis Survey PM 1	Sandis Project Surveyor	Sandis 2-person Survey Crew	Sandis Survey Tech	Sandis Project Specialist	Task Hours
*Hourly Charge Rate**	$368	$251	$221	$142	$124	$143	$152	$257	$269	$202	$196	$588	$115	$124	
Task 1B: Project Coordination & Project Management (Package B)	1	0	34	14	2	0	0	0			0	0		0	51
1B.1.1 Percent Design Review Meetings			2	2	2										6
1B.1.2 Progress Meetings	1		24	12											37
1B.2 Project Schedule and Updates			8												8
Task 4:Topographic Survey and Background Research	0	0	1	0	8	12	0	16	40	16	96	54	88	40	371
4.1 Topographic Survey			1			4		16	32	16	64	54	64	16	267
4.2 Utility Research					8	8			8		32		24	24	104
4.3 Geotechnical Allowance															0
Task 5: Environmental Clearance	0	0	14	0	0	0	0	0	0	0	0	0	0	0	14
5.1 Environmental Coordination and Management			8												8
5.2 Community Impacts Memo															0
5.2 ASR/HPSR															0
5.3 Phase 1 Initial Site Assessment															0
5.4 Section 4(f) Memo															0
5.5 NEPA CE and ECR			4												4
5.6 CEQA CE			2												2
Task 6: Construction Documents	9	0	114	184	322	300	0	0	0	0	0	0	0	0	929
6.1 35% PS&E	2		30	40	58	84									214
6.2 65% & 95% PS&E	4		54	100	200	166									524
6.3 100% PS&E	1		20	32	46	40									139
6.4 Final PS&E	2		10	12	18	10									52
Task 7: Stakeholder Coordination	2	0	20	40	0	0	16	0	0	0	0	0	0	0	78
7.1 Technical Advisory Stakeholders	2		8	20											30
7.2 Community Advisory Stakeholders			12	20			16								48
Task 8: Caltrans ROW & LAPM Coordination	0	0	0	6	12	12	0	0	0	0	0	0	0	0	30
8.1 ROW				4	8	12									24
8.2 LAPM				2	4										6
Package B: Phase 2 Totals	12	0	183	244	344	324	16	16	40	16	96	54	88	40	1473

		Sub-Consultants									
	Total Sandis Fee	Tier 1 Winter	Tier 1 Gates	Tier 2 (Gates) RMA	Tier 1 YCG	Tier 1 N&M	Tier 1 DJP&A	Tier 2 (DJP&A) A/HC	Tier 2 (DJP&A) Sequoia	Tier 2 (DJP&A) Baseline	Total Task Fee
Task 1B: Project Coordination & Project Management (Package B)	$10,103	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,103
1B.1.1 Percent Design Review Meetings	$974										$ 974
1B.1.2 Progress Meetings	$7,364										$ 7,364
1B.2 Project Schedule and Updates	$1,765										$ 1,765
Task 4:Topographic Survey and Background Research	$86,747	$ -	$ -	$ -	$ -	$ 4,968	$ -	$ -	$ -	$ -	$ 91,715
4.1 Topographic Survey	$70,427										$ 70,427
4.2 Utility Research	$16,320										$ 16,320
4.3 Geotechnical Allowance	$0					$ 4,968					$ 4,968
Task 5: Environmental Clearance	$3,090	$ -	$ -	$ -	$ -	$ -	$ 27,787	$ 35,000	$ -	$ 15,994	$ 81,870
5.1 Environmental Coordination and Management	$1,765						$ 13,416				$ 15,181
5.2 Community Impacts Memo	$0						$ 3,972				$ 3,972
5.2 ASR/HPSR	$0							$ 35,000			$ 35,000
5.3 Phase 1 Initial Site Assessment	$0									$ 15,994	$ 15,994
5.4 Section 4(f) Memo	$0						$ 3,972				$ 3,972
5.5 NEPA CE and ECR	$883						$ 3,369				$ 4,252
5.6 CEQA CE	$441						$ 3,058				$ 3,499
Task 6: Construction Documents	$137,551	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 137,551
6.1 35% PS&E	$32,265										$ 32,265
6.2 65% & 95% PS&E	$76,207										$ 76,207
6.3 100% PS&E	$20,765										$ 20,765
6.4 Final PS&E	$8,314										$ 8,314
Task 7: Stakeholder Coordination	$13,253	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,253
7.1 Technical Advisory Stakeholders	$5,334										$ 5,334
7.2 Community Advisory Stakeholders	$7,920										$ 7,920
Task 8: Caltrans ROW & LAPM Coordination	$4,061	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,061
8.1 ROW	$3,280										$ 3,280
8.2 LAPM	$781										$ 781
Package B: Phase 2 Totals	$ 254,805	$ -	$ -	$ -	$ -	$ 4,968	$ 27,787	$ 35,000	$ -	$ 15,994	$ 338,554
Expense -Utility Research Platform (CivilGrid)											$5,000
General Project Expenses (travel, general printing, etc.):											$446
Packag B Expenses											$ 5,446
Packag B Total with Expenses											**$ 344,000**

Notes:
1. Hours and staff assignments may be adjusted by the consultant as needed to implement the tasks described during the course of the project.
2. This fee assumes that Sandis' internal Utility Locating group will coordinate potholing with their vendor. If the City prefers to use their on-call potholing services, the expense for the Potholing allowance may be removed.
3. The fee above assumes NTP is provided on or near November 30, 2025 for Package A.
4. Rates are valid for the entire duration of the contract unless changes are approved by the City.

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.

SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS

Signed by:

By: Nate Dickinson

D66BA5A480874C0...

Title: Associate Principal

2784982.1

EXHIBIT C

FEDERAL REQUIREMENTS

1. Uniform Federal Contract Provisions. The Agreement will be funded in whole or in part with federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds. Copies of any funding agreement between City and a funding agency will be made available upon request.

1.1 Equal Opportunity. During the performance of this Agreement, the Consultant agrees as follows:

(A) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(D) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Consultant's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

(F) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

(H) The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City or funding agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

1.2 Contract Work Hours and Safety Standards Act. If the Agreement exceeds $100,000 and involves the employment of mechanics or laborers, then Consultant and each subconsultant must comply with the requirements of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:

(A) No Consultant or subconsultant will require or permit any laborer or mechanic to work in excess of 40 hours in a work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours during that work week.

(B) If Consultant or a subcontractor violates this requirement, the Consultant and any responsible subcontractor will be liable for the unpaid wages. In addition, the Consultant and subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.

(C) Consultant and subconsultant must insert this requirement into subcontracts of any tier. Consultant is responsible for compliance with these requirements by each subcontractor of any tier.

1.3 Rights to Inventions. If the federal funding for this Agreement meets the definition of "funding agreement" under 37 CFR § 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, will apply to this Agreement and are fully incorporated into the Agreement by this reference.

1.4 Clean Air Act. If the Agreement is for an amount in excess of $150,000, Consultant and each subconsultant must comply with the requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401-7671q), and all applicable standards, orders, and regulations issued pursuant thereto, which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the City, federal awarding agency, and the applicable Regional Office for the Environmental Protection Agency. Consultant and subconsultant must insert this requirement into subcontracts of any tier in excess of $150,000.

1.5 Federal Water Pollution Control Act. If the Agreement is for an amount in excess of $150,000, Consultant and each subconsultant must comply with the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) and all applicable standards, orders, and regulations issued pursuant thereto, which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the City, federal awarding agency, and the applicable Regional Office for the Environmental Protection Agency. Consultant and subconsultants must insert this requirement into subcontracts of any tier in excess of $150,000.

1.6 Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. Consultant is required to verify that none of its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Consultant must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Consultant did not comply with the applicable subparts, in addition to remedies available to City, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a proposal and entering into this Agreement, Consultant agrees to comply with these requirements. (See also Section 2.14, below.)

1.7 Procurement of Recovered Materials. The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 at 42 U.S.C. § 6962, apply to this Agreement and are fully incorporated into the Agreement by this reference. For individual purchases of $10,000 or more, Consultant will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within a reasonable time frame, (B) meeting reasonable performance standards, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

1.8 Prohibition on Covered Telecommunications. Federal loan or grant funds must not be obligated or expended to procure or obtain covered telecommunications equipment or services, extend or renew a contract to procure or obtain covered telecommunications equipment or services, or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services, as further specified in 2 CFR § 200.216, which is fully incorporated into the Agreement by this reference. "Covered telecommunications equipment or services" means any of the following: telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The term "covered telecommunications equipment or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Consultant will include this provision in all subcontracts or purchase orders in connection with the services.

1.9 Domestic Preferences for Procurements. The City should, to the greatest extent practicable and consistent with applicable law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Agreement by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for work or products under the federal award.

2. Caltrans Funding Requirements. This Agreement is for architectural and/or engineering services funded in whole or in part by Caltrans and/or the Federal Highway Administration ("FHWA") and is subject to the following provisions. Any reference to an "Exhibit" in this Section 2 refers the specified Exhibit under Caltrans' Local Assistance Procedures Manual ("LAPM"), available at https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm.

2.1 Consultant's Reports or Meetings (Exhibit 10-R, Article II).

A. Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the City's contract administrator to determine if Consultant is performing to expectations or is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. Consultant's project manager shall meet with City's contract administrator, as needed, to discuss progress on the Agreement.

2.2 Allowable Costs and Payments (Exhibit 10-R, Article V).

A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in Consultant's approved Cost Proposal, unless additional reimbursement is provided for by amendment to the Agreement. In no event will Consultant be reimbursed for overhead costs at a rate that exceeds the City's approved overhead rate set forth in the Cost Proposal. In the event that City determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by City shall be adjusted by amendment to the Agreement to accommodate the changed work. The maximum total cost as specified in Section 2 of the Agreement shall not be exceeded, unless authorized by amendment to the Agreement.

B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or award of the Agreement.

C. In addition to the allowable incurred costs, City will pay Consultant a fixed fee, as specified in the final approved Cost Proposal. The fixed fee is nonadjustable for the Term of the Agreement, except in the event of a significant change in the Scope of Services and such adjustment is made by amendment to the Agreement.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the contract administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the City-approved schedule, City shall have the right to delay payment or terminate this Agreement.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

H. Consultant will be reimbursed promptly according to California law and regulations upon receipt by City's contract administrator of itemized invoices in duplicate. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the Agreement and approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of Section 2.8 (Article XI), Equipment Purchase and Other Capital Expenditures. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to City at the following address:

City of Pittsburg
Engineering Division
Attn: SM Saklaen
65 Civic Avenue
Pittsburg, CA 94565

I. The total amount payable by City including the fixed fee shall not exceed the amount set forth in Section 2 of the Agreement.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

2.3 Termination (Exhibit 10-R, Article VI).

A. See Section 8.1 of Agreement on Termination.

B. City may temporarily suspend this Agreement, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in the Agreement. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

2.4 Cost Principles and Administrative Requirements (Exhibit 10-R, Article VII).

A. Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. Consultant also agrees to comply with federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Consultant to City.

D. When a Consultant or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

2.5 Retention of Records/Audits (Exhibit 10-R, Article VIII).

For the purpose of determining compliance with Government Code § 8546.7, Consultant, subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. All parties, including Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Term of the Agreement and for four years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for four years after final disposition. City, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Consultant, subconsultants, and Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

2.6 Audit Review Procedures (Exhibit 10-R, Article IX).

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by City's Chief Financial Officer.

B. Not later than 30 calendar days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

D. Consultant and subconsultant contracts, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by Consultant and approved by City's contract administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments officials have access to CPA work papers, will be considered a breach of the Agreement and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by City's contract administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than 150% - the accepted rate reimbursed will be 90% of the proposed rate.

b. If the proposed rate is between 150% and 200% - the accepted rate will be 85% of the proposed rate.

c. If the proposed rate is greater than 200% - the accepted rate will be 75% of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three months of the effective date of the management letter. IOAI will then have up to six months to review the Consultant's and/or the independent CPA's revisions.

3. If the Consultant fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. Consultant may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and (3) IOAI has issued its final ICR review letter. Consultant must submit its final invoice to City no later than 60 calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

2.7 Subcontracting (Exhibit 10-R, Article X).

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by City's contract administrator, except that which is expressly identified in Consultant's approved Cost Proposal.

C. Any subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants unless otherwise noted.

D. Consultant shall pay its subconsultants within 15 calendar days from receipt of each payment made to Consultant by City.

E. Any substitution of subconsultant(s) must be approved in writing by City's contract administrator in advance of assigning work to a substitute subconsultant.

F. Prompt Progress Payment

Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150% of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2% of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

G. Prompt Payment of Withheld Funds to Subconsultants

City may hold retainage from Consultant and shall make prompt and regular incremental acceptances of portions, as determined by City, of the work, and pay retainage to Consultant based on these acceptances. City designates the following method to ensure prompt and full payment of any retainage kept by Consultant or subconsultant to a subconsultant:

No retainage will be held by City from progress payments due to Consultant. Any retainage kept by Consultant or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and remedies specified in section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant.

2.8 Equipment Purchase and Other Capital Expenditures (Exhibit 10-R, Article XI).

A. Prior authorization in writing by City's contract administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in Consultant's approved Cost Proposal and exceeding $5,000, with prior authorization by City's contract administrator, three competitive quotations must be submitted with the request, or the absence of quotes must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

1. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures, and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

2.9 State Prevailing Wage Rates (Exhibit 10-R, Article XII).

A. No Consultant or subconsultant may be awarded an agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. Registration with DIR must be maintained throughout the entire Term of this Agreement, including any subsequent amendments.

B. Consultant shall comply with all of the applicable provisions of the California Labor Code pertaining to prevailing wages, including Labor Code section 1720 et seq. and related regulations. If prevailing wage requirements apply to the Agreement, then the Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant must post all job site notices required by laws and regulations pursuant to Labor Code section 1771.4. Each worker performing work under this Agreement that is covered under Labor Code section 1720, 1720.3, or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the City and the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each Consultant and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code sections 1771.4,1776, and 1812 and as defined in 8 CCR section 16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by Consultant under penalty of perjury. Consultant must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations. The payroll records and all supporting documents shall be made available for inspection and copying by City representatives at all reasonable hours at the principal office of Consultant. Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by Consultant.

c. The public shall not be given access to certified payroll records by Consultant. Consultant is required to forward any requests for certified payrolls to City's contract administrator by both email and regular mail on the business day following receipt of the request.

3. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of Consultant or subconsultant performing the work shall not be marked or obliterated.

5. Consultant shall inform City of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

6. Consultant or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties will be withheld by the Division of Labor Enforcement Standards from payments then due. Consultant is not subject to a penalty assessment pursuant to this Section due to the failure of a subconsultant to comply with this Section.

E. When prevailing wage rates apply, Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by City's contract administrator.

F. Penalty

1. Consultant and any of its subconsultants shall comply with Labor Code sections 1774 and 1775. Pursuant to Labor Code section 1775, Consultant and any subconsultant shall forfeit to City a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of Consultant or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if Consultant or subconsultant had knowledge of the obligations under the Labor Code. Consultant is responsible for paying the appropriate rate, including any escalations that take place during the Term of the Agreement.

3. In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Consultant or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

   a. The agreement executed between the Consultant and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.

   c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.

d. Prior to making final payment to the subconsultant for work performed on the public works project, Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code section 1813.

5. Pursuant to Labor Code section 1775, City may notify Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If City determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Consultant shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.

G. Hours of Labor. Eight (8) hours labor constitutes a legal day's work. Consultant shall forfeit to City, as a penalty, twenty-five dollars ($25) for each worker employed in the execution of the Agreement by Consultant or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in section 1815.

H. Employment of Apprentices

1. Where either the Agreement or the subcontract exceeds thirty thousand dollars ($30,000), Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. Consultant and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the work under the Agreement. Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are

specified in Labor Code section 1777.7.

2.10 Conflict of Interest (Exhibit 10-R, Article XIII).

A. During the Term of this Agreement, Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing City construction project which will follow.

B. Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

C. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

D. Consultant hereby certifies that Consultant or subconsultant and any firm affiliated with Consultant or subconsultant that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

2.11 Rebates, Kickbacks or Other Unlawful Consideration (Exhibit 10-R, Article XIV).

Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

2.12 Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying (Exhibit 10-R, Article XV).

A. Consultant certifies, to the best of his or her knowledge and belief, that:

1. No state, federal or local agency appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any local, state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the

Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Consultant shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. Consultant also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

2.13 Non-Discrimination Clause and Statement of Compliance (Exhibit 10-R, Article XVI).

A. Consultant’s signature affixed to the Agreement, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code § 12990 and 2 CCR § 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated thereunder (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code § 12990 (a-f), set forth 2 CCR §§ 8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

G. Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

I. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

2.14 Debarment and Suspension Certification (Exhibit 10-R, Article XVII).

A. Consultant's signature affixed to the Agreement shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

B. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.

2.15 Reserved.

2.16 Funding Requirements (Exhibit 10-R, Article XX).

A. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City Council that may affect the provisions, terms, or funding of this Agreement in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

D. City has the option to terminate the Agreement pursuant to Section 8.1 of the Agreement, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

2.17 Contingent Fee (Exhibit 10-R, Article XXII).

Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City has the right to annul this Agreement without liability; to pay only for the value of the work actually performed; or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

2.18 Inspection of Work (Exhibit 10-R, Article XXIV).

Consultant and any subconsultants shall permit City, the State of California, and the Federal Highway Administration ("FHWA") to review and inspect the project activities, including the services, and all files pertaining thereto, at all reasonable times during the Term of the Agreement.

2.19 Safety (Exhibit 10-R, Article XXV).

A. Consultant shall comply with Occupational Safety and Health Administration (OSHA) regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City Safety Officer and other City representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code section 591, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

D. If the Agreement involves the construction or excavation of trenches of five feet or deeper, Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

2.20 Ownership of Data (Exhibit 10-R, Article XXVI).

A. It is mutually agreed that all materials prepared by Consultant under this Agreement shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by

Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. City may permit copyrighting reports or other agreement products. If copyrights are permitted, the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

2.21 Claims Filed by City's Construction Contractor (Exhibit 10-R, Article XXVII).

A. If claims are filed by City's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims, Consultant agrees to make its personnel available for consultation with City's construction contract administrator and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. Consultant's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.

C. Services of Consultant's personnel in connection with City's construction contractor claims will be performed pursuant to a written amendment to this Agreement, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

2.22 Confidentiality of Data (Exhibit 10-R, Article XXVIII).

A. All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by City relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except to City's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by City, and receipt of City's written permission.

E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

F. All information related to a construction estimate is confidential, and shall not be disclosed by Consultant to any entity, other than City, Caltrans, and/or FHWA. All of the materials prepared or assembled by Consultant pursuant to performance of this Agreement are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

2.23 National Labor Relations Board Certification (Exhibit 10-R, Article XXIX).

In accordance with Public Contract Code § 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

2.24 Evaluation of Consultant (Exhibit 10-R, Article XXX).

Consultant's performance may be evaluated by City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

2.25 Prompt Payment (Exhibit 10-R, Article XXXI).

A. Prompt payment from City to Consultant

City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Consultant on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Consultant, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

1. City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

2. City must return any payment request deemed improper by the City to the Consultant as soon as feasible, but not later than seven days after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. Prompt Payment Certification

Consultant must submit Exhibit 9-P to the City by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

2.26 Title VI Assurances (Exhibit 10-R, Article XXXII).

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as "Consultant") agrees as follows:

a. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

e. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Consultant shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the recipient enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non- discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits

discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

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

TO: Mayor and Council Members

FROM: Donna Mooney, City Attorney

SUBJECT: Adoption of a City Council Resolution Appointing Darin Gale as City Manager and Authorizing the Mayor to Execute the Employment Agreement

MEETING DATE: November 17, 2025

EXECUTIVE SUMMARY

Earlier this year, former City Manager Garrett Evans announced his retirement from the City of Pittsburg. The City Council appointed Assistant City Manager Maria Aliotti as Interim City Manager and retained an executive recruiting firm to conduct a recruitment for a permanent City Manager. This item is to appoint Mr. Gale as City Manager and authorize the Mayor to execute the Employment Agreement.

FISCAL IMPACT

The Fiscal year 2025/26 base salary in the employment agreement would be $312,256. The base salary and benefits will be funded through the General Fund. The estimated annual cost would be roughly $415,000 and would be included in annual budgets, including the draft 2026/27 budget presented to City Council in June 2026.

RECOMMENDATION

Adopt the Resolution Appointing Darin Gale as City Manager and Authorizing the Mayor to Execute the Employment Agreement.

BACKGROUND

The former City Manager retired effective September 4, 2025. The City undertook a recruitment for applicants to fill the position of City Manager. The position of City Manager is filled by and reports to the City Council. The City Council conveyed in the job announcement that the City was seeking an experienced leader with expertise in a full-service municipal agency, as well as a passion for public service and a strong understanding of economic development, finance, land use, and project capitalization.

The City Council further indicated that the ideal candidate would be able to build trust throughout the organization and city, and demonstrate responsiveness to the public and an ability to engage with the community. From a pool of more than 40 applicants, the City Council selected three finalists and ultimately identified Darin Gale as the chosen finalist to proceed to a background check and contract negotiation.

Mr. Gale is a graduate of the Harvard Senior Executives in State and Local Government program. He earned a bachelor's degree in economics from Sacramento State and a Master of Business Administration degree from Drexel University. He has been the Assistant City Manager of the City of Brentwood and most recently served as Interim City Manager. He served as Senior Development Project Manager with the City of Sacramento, where he designed and administered a federally funded small business loan program and established an economic incentive program for business attraction and retention. For 10 years he served the City of Yuba City in roles with increasing responsibility, including Deputy City Manager.

SUBCOMMITTEE FINDINGS

The item was not presented to a subcommittee.

STAFF ANALYSIS

If the Resolution is adopted, Mr. Gale will be appointed City Manager and the Employment Agreement will be executed. He is expected to assume his duties on December 15, 2025. The employment agreement provides for a base salary of $312,256 per year. The agreement further provides for annual performance evaluations, the opportunity to participate in a deferred compensation plan, vacation and sick leave, membership costs for professional organizations.

As City Manager, Mr. Gale will be implementing the policies and goals of the City Council on a day-to-day basis and leading a team of department heads. The City of Pittsburg is expected to grow from 76,000 residents to 90,000 residents over the next two decades. Mr. Gale will be leading the efforts to act on the City Council's commitment to longterm projects that will drive economic development and enhance the quality of life, and engage with the community to for input.

ATTACHMENTS: Resolution
Agreement

Report Prepared By: Donna Mooney, City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Appointing Darin Gale as City Manager)
And Authorizing the Mayor to Execute)
Employment Agreement)

RESOLUTION NO. 25-

WHEREAS, the former City Manager retired effective September 4, 2025; and

WHEREAS, the City retained an executive recruitment firm to provide executive search services; and

WHEREAS, where more than 40 applications for the position were received; and

WHEREAS, the City Council interviewed qualified applicants and selected finalists for further interview; and

WHEREAS, the City Council directed staff to negotiate the terms and conditions of employment with Darin Gale for the position of City Manager.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby appoints Darin Gale as City Manager effective December 15, 2025, or other date approved by the Mayor, and authorizes the Mayor to execute the City of Pittsburg City Manager Employment Agreement.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 17th day of November 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST BY:

____
Alice E. Evenson, City Clerk

CITY OF PITTSBURG

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement ("Agreement") is entered into on November 18, 2025, by and between the City of Pittsburg, the Successor Agency to the Redevelopment Agency of the City of Pittsburg, the Housing Authority of the City of Pittsburg, the Pittsburg Power Company, the Southwest Pittsburg Geologic Hazard Abatement District II, the Pittsburg Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburg (collectively hereinafter called and referred to as "City") and Darin Gale (hereinafter called and referred to as "Employee" or "Manager"). Under this Agreement, the City offers, and Manager accepts, employment as City Manager of the City.

RECITALS

City desires to employ Employee as City Manager of the City of Pittsburg, California and Executive Director of the Successor Agency to the Redevelopment Agency of the City of Pittsburg, the Housing Authority of the City of Pittsburg, the Pittsburg Power Company, the Southwest Pittsburg Geologic Hazard Abatement District II, the Pittsburg Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburg and Employee desires to serve in such capacity.

The City Council of the City of Pittsburg and the Boards of Directors of the Successor Agency to the Redevelopment Agency of the City of Pittsburg, the Housing Authority of the City of Pittsburg, Pittsburg Power Company, the Southwest Pittsburg Geologic Hazard Abatement District II, the Pittsburg Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburg have delegated to the City Council of the City of Pittsburg their respective authority as to Employee and the terms and conditions of this Agreement.

The City Council of the City of Pittsburg, as appointing authority, and Employee desire to agree in writing on the terms and conditions of Employee's employment.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the parties hereto do now agree as follow:

1. Duties:

Manager shall perform those duties and have those responsibilities that are commonly assigned to a city manager of a city in California, and as may be further set forth in the City's Municipal Code. Manager shall perform such other legally permissible and proper duties and functions consistent with the office of City Manager, as the City Council shall from time to time assign.

2. Devotion to City Business:

Manager's position is full-time. Manager shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his/her City Manager duties. However, the Manager may engage in limited consulting or professional activities outside of City employment with the prior written approval of the Mayor, provided such activities do not conflict with the interests of the City, impair the Manager's ability to perform his/her duties, or occur while the Manager is on duty for the City.

3. Term:

Manager's employment will commence December 15, 2025, and shall continue until December 14, 2028, or the date of earlier termination in accordance with provisions in this Agreement. Six (6) months prior to the expiration of the Agreement term, and on each succeeding December 15 while this agreement is effect, this Agreement shall be automatically extended for one (1) additional year.

4. City Council Commitments:

A. Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the Manager or the Manager's designee, and neither the City Council nor any member thereof shall give direction to any subordinate of the Manager, either publicly or privately.

B. No member of the City Council will order the appointment, discipline, or removal of any person to any office or employment under the supervision and control of the Manager.

C. Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the Manager, as specified in the Municipal Code, this Agreement, or any other lawfully adopted and authorized document.

5. Termination of Employment and this Agreement; General Release; Severance:

A. If City terminates this Agreement (thereby terminating Manager's employment) without Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Regular Meeting of the City Council, or if the City Council and the City Manager mutually agree to the Manager's resignation, and in either case, and if Manager signs, delivers to the City Council, and does not revoke, the General Release Agreement ("Release Agreement") in the form attached hereto as Exhibit A, City shall pay Manager a lump sum benefit equal to six (6) months of his then Base Salary within year one (1) of this Agreement, and shall provide six (6) months of health (medical, dental, and vision) benefits continuing under the benefit plans in which Manager and his/her dependents are then enrolled or, at the Manager's discretion, a cash payment in lieu of such benefits (the cash payment and continuing benefits, collectively "Severance"). In the event the City terminates this Agreement within year two (2) of this Agreement or later, the Severance shall include twelve (12) months of his Base Salary, along with twelve (12) months of health benefits or a cash-out at the Manager's discretion. Additionally, Manager will be paid for all benefits earned and accrued, including unused leave, in the same manner the Senior Executive Team upon separation.

B. If City terminates this Agreement (thereby terminating Manager's employment) with Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Regular Meeting of the City Council, Manager shall not be entitled to any additional compensation or payment, including Severance, but shall be entitled only to accrued Base Salary and vacation pay, and any other accrued and unused benefit allowances according to their terms ("Accrued Salary and Benefits"). As used in this Agreement, Cause shall only mean any of the following:

1. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Manager's reputation;
2. Proven failure of the Manager to observe or perform any of his/her duties and obligations, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure;
3. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;

4. Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting; and
5. Any negligent action or inaction by Manager that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates City's properly-established rules or procedures.

C. In no event may Manager be terminated within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council, or the appointment of a City Councilmember to fill a vacancy.

D. If, during the Term or any extended Term, Manager dies, Manager's estate shall receive Accrued Salary and Benefits, but shall not be entitled to any additional compensation or payment, including Severance.

E. In the event Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of four (4) successive weeks beyond any provided sick leave, or for twelve (12) weeks during any twelve (12) month period, whichever is greater, the City may terminate Manager's employment and this Agreement.

F. Manager may resign from his employment at any time, upon giving thirty (30) days written notice to the City Council.

6. <u>Compensation and Annual Evaluation</u>:

A. Manager's initial annual Base Salary shall be Three Hundred Twelve Thousand Two Hundred Thirty-Six Dollars ($312,236). Said amount shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other employees of the City are paid.

B. City, by the City Council, and Manager may set mutually-agreed-upon objectives for each year under this Agreement. The City Council shall evaluate Manager's performance at least once a year ("Annual Evaluation") utilizing an agreed-upon facilitator. Mutually agreed upon objectives will be set during the first quarter of each calendar year.

C. Manager shall receive cost of living adjustments equal to and at the time provided to the Senior Executive Team.

D. If the City reduces the Base Salary or any other financial benefit of the Manager in a percentage that is greater than the average reduction of all executive managers, such action shall constitute a termination of this Agreement without Cause under Section 5A of this Agreement, and Manager shall be entitled to Severance.

7. Deferred Compensation:

As part of Manager's annual compensation, City agrees to provide a Section 457 deferred compensation program which will be administered by the International City Management Association – Retirement Corporation (ICMA-RC), or any other administrator designated by the City and to pay into such program for Manager's benefit, up to $19,280 (Nineteen Thousand Two Hundred and Eighty Dollars). This contribution amount will be divided equally in monthly or bi-weekly installments at the same time and in the same manner as other employees of the City are paid. This contribution shall increase proportionally with any increase in the Manager's compensation as described in Section 6(a) and 6(c).

8. Pension:

A. City agrees to enroll Manager as a classic member of the Public Employees Retirement System (PERS) in the PERS plan of 2% (two percent) at 60 (sixty).

9. Health and Medical Benefits Insurance:

City shall provide Manager with the same health plans (medical, dental, and vision) which are provided to other City employees, and shall pay that portion of the employee and dependent rate or premium as is determined by the City Council for all Senior Executive Team employees.

10. Life Insurance:

The City agrees to pay for a term life insurance policy on Manager's life with a carrier selected by the City, equal to term life insurance offered to the Senior Executive Team. Manager shall designate the beneficiaries of the policy. Manager shall also be entitled to participate in any group life or disability insurance programs approved by the City Council for all employees.

11. Mileage Reimbursement:

Manager's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. The City shall reimburse the Manager for use of his personal vehicle for City business in accordance with the City's standard mileage reimbursement policies and rates, as may be amended from time to time

12. <u>Equipment:</u>

Manager may have, at Manager's option, a City provided cellular phone, laptop and tablet and may use such devices consistent with the City Manager's Administrative Order and/or other City administrative regulations.

13. <u>Business and Professional Expenses</u>:

A. City recognizes that Manager may incur expenses of a non-personal, job-related nature that are reasonably necessary to Manager's service to City. City agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to City's normal expense reimbursement procedures or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

B. City agrees to pay the professional dues and subscriptions on behalf of Manager which are necessary for Manager's continuation or full participation in international, national, regional, state, or local associations and organizations necessary and desirable for Manager's continued professional participation, growth and advancement, or for the good of the City, including but not limited to International City-County Management Association (ICMA), League of California Cities, Municipal Management Association Northern California, and California City Management Foundation.

C. City agrees to pay Manager's travel and subsistence expenses for official travel, meetings, and occasions reasonably necessary to continue Manager's professional development, and for Manager's reasonable participation in necessary official and other functions for the City; including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees on which Manager serves as a member. Notwithstanding the above, the number of conferences or meetings City will pay for each year, and attendance at out-of-state conferences and meetings, shall be at the discretion of the City Council as set forth in the City's budget.

14. <u>Vacation and Sick Leave</u>:

A. City shall provide Manager with vacation, sick, holiday, and administrative leave in the same manner as provided to all Senior Executive Team members of the City. City shall provide Manager with all other benefits as provided to Senior Executive Team members. As used herein, benefits include, but are not limited to, vacation, sick leave, holidays, PERS retirement benefits and payments, retiree health insurance, deferred compensation contributions, and educational tuition reimbursement. Notwithstanding the above, Manager shall accrue vacation at the rate of 8.62 hours per pay period. Manager shall commence employment with 80 hours of vacation and 40 hours of sick leave.

B. Manager shall pay 9% towards CalPERS.

C. City shall reduce Manager's annual vacation accrual up to eighty (80) hours and contribute the cash value of this reduction, based on Manager's Base Salary, as an employer contribution to Manager's Internal Revenue Code 401(a) deferred compensation plan. Such reduction in vacation accrual and deferred compensation contribution shall be payable in installments at the same time as other employees of the City are paid.

15. <u>Abuse of Office or Position:</u>

If Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (a) if Manager is provided with administrative leave pay pending an investigation, Manager shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Manager shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that Manager may receive from City shall be fully reimbursed to City or shall be void if not yet paid to Manager. For purposes of this Section, abuse of office or position means either: (x) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (y) a crime against public justice.

16. <u>Enforcement of this Agreement</u>:

The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms and conditions, shall be entitled to payment of his reasonable attorneys' fees and costs.

17. <u>Communications Upon Manager's Separation:</u>

In the event the City terminates the Manager for any reason or no reason, the City and the Manager agree that no member of the City Council, the City Management staff, nor the Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any city employee concerning the Manager's termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the City and the Manager. The joint press release or statement shall not contain any text or information that is disparaging to either party. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

18. <u>Indemnification:</u>

Consistent with the California Government Code, City shall defend, hold harmless, and indemnify Manager using legal counsel of City's choosing, against expense or legal liability for acts or omissions by Manager occurring within the course and scope of Manager's employment under this Agreement. Legal representation, provided by City for

City Manager, shall extend until a final determination of the issues including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. In the event there is a conflict of interest between City and Manager such that independent counsel is required for Manager, Manager may engage his own legal counsel, in which event City shall indemnify Manager, including direct payment of all such reasonable costs related thereto.

19. Notices:

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY:	City of Pittsburg Attention: Mayor 65 Civic Avenue Pittsburg, CA 94518
MANAGER:	Darin Gale Address on file with Human Resources

20. Conflict With City Municipal Code:

The City personnel ordinances, resolutions, rules and policies shall apply to Manager in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the City Municipal Code, the City Municipal Code shall prevail over this Agreement.

21. Entire Agreement:

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Manager by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

22. <u>Modifications</u>:

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

23. <u>Effect of Waiver</u>:

The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

24. <u>Partial Invalidity</u>:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

25. <u>Governing Law</u>:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement is entered into this 18th day of November, 2025.

CITY OF PITTSBURG

By: _________________________ _________________________

Jelani Killings, Mayor Darin Gale

Approved as to Form:

____

Donna Mooney, City Attorney

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Release Agreement") is entered into by and between ____________________ ("Manager") and CITY OF ____________________ ("City"), in light of the following facts:

A. Manager's employment with City concluded on ____________.

B. Certain disputes have arisen between City and Manager.

C. City and Manager each deny any liability whatsoever to the other.

D. City and Manager wish to fully and finally resolve any and all disputes they may have with each other.

E. Manager is hereby informed that he/she has twenty-one (21) days from receipt of this Agreement to consider it. City hereby advises Manager to consult with his/her legal counsel before signing this Agreement.

F. Manager acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), he/she may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.

G. Manager acknowledges that the Salary Payment referenced in paragraph 1 of this Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to him/her through the date of employment termination. Manager also acknowledges that City has made this Salary Payment without regard to whether he/she signs this Agreement. The Salary Payment does not constitute consideration for this Agreement.

1. <u>Receipt of Salary Payment</u>. Manager hereby acknowledges receipt of a check or checks for all compensation owing to him/her, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from City.

2. <u>Severance</u>. Within five (5) days following Manager's signing, delivering to the City, and not revoking this Agreement, City shall pay Manager the gross amount provided for in Section 5.A. of the attached Employment Agreement, less applicable deductions, and shall provide the months of medical benefits as provided in that same Section 5.A. Manager acknowledges that the Severance is in excess of all amounts due and owing him as a result of his employment by City.

3. General Release. In consideration of the Severance to be paid and provided to Manager, and other good and valuable consideration, Manager hereby releases and discharges City and its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his/her employment by City which he/she now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code, the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, any other federal, state, or local employment practice legislation, or any federal or state common law, including wrongful discharge, breach of express or implied contract, or breach of public policy.

Manager hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Manager understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of City and its past and present City Council Members, employees, representatives and agents, Manager expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he/she does not know or suspect to exist in his/her favor.

Manager further acknowledges that he/she has read this General Release and that he/she understands that this is a general release, and that he/she intends to be legally bound by the same.

4. Fees and Costs. Manager and City agree that in the event of litigation relating to this Release Agreement, the prevailing party shall be entitled to recover his/her/its reasonable attorneys' fees and costs.

Dated ________________, 20__ CITY OF ______________________________

By:____________________________________

Dated:________________, 20__ ____________________________________
MANAGER

APPROVED AS TO FORM:

By: ______________________________________

Date:_________________________

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: November 03, 2025

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

CITY COUNCIL/AGENCY MEMBERS
Jelani Killings, Mayor/Chair
Dionne Adams, Vice-Mayor/Chair
Angelica Lopez, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Arlene Kobata, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

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

Mayor Killings called the regular meeting to order at 7:06 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA. after having convened at 5:37 P.M. for a Special Meeting for Planning Commission Interviews and at 8:43 P.M. for the following Closed Session items:

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Pursuant to Section 54957
   City Attorney

3. CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Section 54957.6:
   City Designated Representatives: Julie Mares, MRG, LLC
   Unrepresented Employee(s): City Attorney

4. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT – Pursuant to Section 54957
   City Manager

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Mayor Killings led the Pledge of Allegiance.

PROCLAMATIONS

5. Inspire Pittsburg – Pittsburg Rotary

PRESENTATIONS

6. Contra Costa Health Presentation on the Los Medanos Recovery Center – Offering a Sobering Center, Crisis Triage, Withdrawal Management and Outpatient Services in Pittsburg

CITY MANAGER REPORTS/REMARKS

Interim City Manager Aliotti gave an update on upcoming community events.

PUBLIC COMMENTS

The following speakers provided comments on the presentation given by Contra Costa County Health:

Wolfgang Croskey
Renita McKinnie
Maileen Mamaradlo
Lea Mostella

Aisling Doherty asked for more streetlights to be added in the Central Addition neighborhood.

COMMITTEE REPORTS

Member Kobata attended the Life Enrichment Subcommittee meeting.

CONSIDERATION

7. Adoption of a City Council Resolution Authorizing the City Manager to Amend the Software Service Agreement with Tyler Technologies, Inc. to Include the Tyler Enterprise Permitting Solution

On Motion by Vice Mayor Adams, seconded by Member Lopez and adopted 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

On Motion by Member Banales, seconded by Member Lopez and adopted unanimously.

8. Minutes of October 20,2025 and October 21, 2025

9. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract for the Purchase and Installation of a New Restroom Building at City Park for Phase II of Project 1754 - City Park Restroom Facility

10. Adoption of an Ordinance Amending Pittsburg Municipal Code Chapter 2.80 Youth Commission

11. Adoption of a City Council Resolution to Accept the MLS GO Play Fund – NRPA Grant for the FY 2025-26 Youth Soccer League Program

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Member Kobata reported on the Habitat Conservancy meeting she attended and invited the community to attend the Future Build Cohort 28 graduation ceremony as well as the Veteran's Day celebration.

Mayor Killings made remarks on a recent trip he took to China for a Sister City Conference.

Prior to convening in Closed Session, City Attorney asked if there were any public comments on closed session items. There being no one to speak, City Council convened in closed session at 8:43 P.M.

ADJOURNMENT

The meeting adjourned at 10:42 P.M. to November 17, 2025.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

TO:	Chair and Governing Board Members
FROM:	Maria M. Aliotti - Interim Executive Director
SUBJECT:	Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Execute a Professional Services Agreement with Robertson-Bryan, Inc. for Energy Market Analysis Services
MEETING DATE:	November 17, 2025

EXECUTIVE SUMMARY

Robertson-Bryan, Inc. (RBI) has previously provided Pittsburg Power Company (PPC) with on-call professional services related to power market pricing, power scheduling, delivery assessment in the California energy market, support for the development of new energy projects, and the expansion of PPC. PPC seeks to enter into a new agreement with RBI for a term of up to five years with a total compensation amount not to exceed $200,000.

FISCAL IMPACT

For each specific power market-related assessment and engineering service, PPC will issue work orders to RBI to perform the services as needed. The anticipated amount per work order is generally in the range of $2,500 to $25,000. Funds for professional services provided by RBI will be drawn from PPC's Fiscal Year 2025-26 operating budget approved by the Governing Board.

RECOMMENDATION

The Governing Board of the Pittsburg Power Company authorize the Executive Director to execute an agreement with RBI for professional services.

BACKGROUND

PPC utilizes professional consulting companies qualified and experienced in providing professional services, including power market pricing, power scheduling, and delivery assessment in the California energy market. On January 17, 2023, the Governing Board of the PPC adopted Resolution No. 23-446, approving the addition of Robertson-Bryan, Inc. to PPC's "On-Call" Professional Service List and subsequently authorized execution of a Professional Services Agreement with RBI. The Agreement expired on December 31, 2024.

SUBCOMMITTEE FINDINGS

The new Agreement with RBI has not been presented to a subcommittee.

STAFF ANALYSIS

In order to provide the most reliable service and highest efficacy of project design and customer support, PPC seeks the support of qualified utility professional services companies.

RBI possesses unique skills and experience to perform market power availability assessments, power scheduling, and delivery assessments in real-time, day-ahead, and market futures. These skills will be critical in supporting PPC as it seeks to serve new commercial and industrial loads outside of PPC's existing service territory on Mare Island, Vallejo.

Under the proposed Agreement, PPC would issue a work order for each specific power market-related assessment and engineering service. The work order will set forth the scope of work, estimated cost, anticipated resources and materials, schedule, deliverables, and any other pertinent information. RBI would subsequently be requested to provide a quote to perform the work. Based on historical invoices, each work order is generally in the range of $2,500 to $25,000.

ATTACHMENTS: Resolution
Professional Service Agreement

Report Prepared By: Vanessa Xie, General Manager of Pittsburg Power Company

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY
OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Executive Director to)	
Execute a Professional Services Agreement)	RESOLUTION NO. 25-
With Robertson-Bryan, Inc.)	

WHEREAS, the Pittsburg Power Company (PPC) requires professional and engineering services from companies qualified and experienced in providing engineering, power market pricing, power scheduling, and delivery assessment services, and

WHEREAS, on January 17, 2023, PPC entered into a Professional Service Agreement with Robertson-Bryan, Inc. (RBI), which expired on December 31, 2024; and

WHEREAS, PPC seeks to enter into a new agreement with RBI for a term of five years with a total compensation amount not to exceed $200,000; and

WHEREAS, for each specific power market-related assessment and engineering service, PPC will issue work orders to RBI to perform services as needed.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the Executive Director to execute the Professional Services Agreement with RBI.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 17th day of November 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Jelani Killings, Chair

ATTEST:

Maria M. Aliotti, Interim Executive Secretary

PROFESSIONAL SERVICES AGREEMENT BETWEEN PITTSBURG POWER COMPANY AND ROBERTSON-BRYAN, INC

THIS Agreement ("Agreement") for general services is made by and between the Pittsburg Power Company, a California joint powers authority ("PPC") and Robertson-Bryan, Inc. ("RBI"), a California corporation together referred to as the "Parties", as of October 20, 2025 (the "Effective Date").

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, RBI shall provide to PPC the services described in the Scope of Services 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 October 20, 2030, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

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

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

1.4 **Time.** RBI 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 RBI's obligations hereunder.

Section 2. **COMPENSATION.** PPC hereby agrees to pay RBI the sum set forth in the executed Work Order and in no event shall the total compensation paid under this agreement exceed $ 200,000.00 as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement.

The Parties acknowledge and agree that compensation paid by PPC to RBI under this Agreement is based upon estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Service Provider.

Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which RBI and its employees, agents, and subcontractors may be eligible. PPC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** RBI 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 Executive Director, 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 PPC'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 RBI and each employee, agent, and subcontractor of RBI performing services hereunder.
- The RBI's signature.

2.2 **Monthly Payment.** PPC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. PPC shall pay undisputed invoices that comply with the above requirements within Thirty (30) days from the receipt of the invoice.

2.3 **Final Payment.** RBI shall submit its final invoice within 60 days of completing its services. Service Provider's failure to submit its final invoice within this Sixty (60) day period shall constitute Service Provider's waiver of any further billings to, or payments from, PPC.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, PPC.

2.5 **Payment of Taxes.** RBI 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 RBI 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 Executive Director, or his or her designee.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, RBI 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, RBI, 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 RBI's bid or proposal. RBI shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 **Workers' Compensation.** RBI 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 RBI in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the PPC upon written verification that RBI 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.** RBI, 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 $2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if RBI 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. PPC, 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 Service Provider, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Service Provider. Coverage can be provided in the form of an endorsement to the Service Provider’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 Service Provider’s insurance covered shall be primary insurance as respects PPC, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by PPC, its officers, officials, employees, agents or volunteers shall be excess of the Service Provider’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. RBI agrees to give at least 30 days prior written notice to PPC before coverage is canceled or modified as to scope or amount.

4.3 **Professional Liability Insurance.**

4.3.1 **General requirements.** RBI, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim, $2,000,000 covering the RBI’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, RBI 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 PPC for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. RBI shall submit the following to PPC 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 RBI shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. RBI hereby agrees to waive subrogation which any insurer or RBI may require from RBI by virtue of the payment of any loss. RBI agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the PPC 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 PPC for all work performed by the Service Provider, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** RBI 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 RBI shall ensure that PPC, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 **Excess Insurance.** If RBI maintains higher insurance limits than the minimums specified herein, PPC shall be entitled to coverage for the higher limits maintained by the Service Provider.

4.5 **Remedies.** In addition to any other remedies PPC may have if RBI fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, PPC 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 RBI to stop work under this Agreement and withhold any payment that becomes due to RBI hereunder until RBI demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND SERVICE PROVIDER'S RESPONSIBILITIES.

5.1 **General Indemnification.** To the fullest extent permitted by law, RBI shall defend, indemnify and hold PPC, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of RBI, its officials, officers, employees, agents, subcontractors and subcontractor arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. RBI shall defend, at RBI's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against PPC, its directors, officials, officers, employees, agents or volunteers. RBI shall pay and satisfy any judgment, award or decree that may be rendered against PPC or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. RBI shall reimburse PPC and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. RBI's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by PPC or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent RBI's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the RBI. This Section **5.1** shall survive any expiration or termination of this Agreement.

5.2 **PERS Indemnification.** In the event that RBI or any employee, agent, or subcontractor of RBI 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 PPC, RBI shall indemnify, defend, and hold harmless PPC for the payment of any employee and/or employer contributions for PERS benefits on behalf of RBI or its employees, agents, or subcontractor, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of PPC.

Section 6. STATUS OF SERVICE PROVIDER.

6.1 **Independent Consultant.** At all times during the term of this Agreement, RBI shall be an independent RBI and shall not be an employee of PPC.

6.2 **Consultant Not an Agent.** Except as PPC may specify in writing, RBI shall have no authority, express or implied, to act on behalf of PPC in any capacity whatsoever as an agent. RBI shall have no authority, express or implied, pursuant to this Agreement to bind PPC 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.** RBI and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. RBI 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.** RBI represents and warrants to PPC that RBI and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, RBI and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses.

7.4 **Nondiscrimination and Equal Opportunity.** RBI 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 RBI under this Agreement. RBI 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 RBI thereby.

7.5 **Registration and Monitoring.** RBI shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a) or the exemption set forth in section 1771.1(n). Additionally, RBI is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the PPC has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the PPC's General Services Department and shall be made available on request.

RBI must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. RBI assumes all responsibility for such payments and shall defend, indemnify and hold PPC harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

RBI and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the RBI or any subcontractors pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the RBI and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Such records shall be in kept, maintained and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Upon ten days' prior written notice, PPC may cancel this Agreement at any time and without cause upon such written notification to Service Provider. In the event of termination, RBI shall be entitled to compensation for services performed to the effective date of termination; PPC, however, may condition payment of such compensation upon RBI delivering to PPC any or all documents, photographs, computer software, video and audio tapes, and other materials provided to RBI or prepared by or for RBI or PPC 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. PPC and RBI recognize and agree that this Agreement contemplates personal performance by RBI and is based upon a determination of Service Provider's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to PPC for entering into this Agreement was and is the professional reputation and competence of Service Provider. RBI may not assign this Agreement or any interest therein without the prior written approval of the Executive Director, or his or her designee. RBI shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Executive Director, 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 PPC and Service Provider, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Service Provider.** If RBI materially breaches any of the terms of this Agreement, PPC'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 RBI pursuant to this Agreement.

8.5.3 Retain a different RB Ito complete the work described in Exhibit A not finished by Service Provider; or

8.5.4 Charge RBI 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 PPC would have paid RBI pursuant to Section 2 if RBI 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. PPC's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of PPC's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Ownership or Work Product.** 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 RBI prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the PPC. RBI hereby agrees to deliver those documents to the PPC upon termination of the Agreement, and the PPC may use, reuse or otherwise dispose of the documents without Service Provider'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 PPC and are not necessarily suitable for any future or other use. PPC and RBI agree that, until final approval by PPC, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by RBI without prior written approval of PPC.

9.2 **Service Provider's Books and Records.** RBI shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the PPC 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 RBI 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 PPC. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **<u>Conflict of Interest.</u>** RBI may serve other clients, but none whose activities within the corporate limits of PPC or whose business, regardless of location, would place RBI in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

RBI shall not employ any PPC official in the work performed pursuant to this Agreement. No officer or employee of PPC shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **<u>Solicitation.</u>** RBI 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 **<u>Notices.</u>** 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.

<u>Consultant</u>: ROBERTSON-BRYAN,INC
77 West Street
Woodland, CA 95695
ATTN: Bradley Webb

<u>PPC</u>: Pittsburg Power Company
65 Civic Avenue
Pittsburg, CA 94565
ATTN: Executive Director

10.9 **<u>Professional Seal.</u>** Where applicable in the determination of the Executive Director, 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 **<u>Integration.</u>** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between PPC and RBI and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement, the Exhibits, and Service Provider's proposal, the Agreement shall control to the extent there are any inconsistences between the Exhibits and the Service Provider'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.

PITTSBURG POWER COMPANY

____
Maria M. Aliotti, Interim Executive Director

ROBERTSON-BRYAN,INC

DocuSigned by:
Michael Bryan
9672FFDDEB6444F...
Michael Bryan, Ph.D.
President/Managing Partner

Approved as to Form:

Signed by:
16DDA4CD88BB41E...
Donna Mooney, General Counsel

EXHIBIT A

SCOPE OF SERVICES

This Work Order is issued by PPC to RBI as authorization for work to commence. The parties agree to perform their respective obligations under this Work Order in accordance with the terms and conditions set forth in this Agreement.

WORK ORDER

(Example)

Work Order No.__________

This Work Order is issued under and subject to all the terms and conditions of the Professional Services Agreement ("Agreement'), dated as of October 20, 2025 between PPC and RBI. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

A. SECTION 1: SCOPE OF WORK

The scope of work authorized by this Work Order is summarized in each WORK ORDER issued by PPC to RBI

B. SECTION 2: SCHEDULE

a. The start date shall be [insert date] and the completion date shall be [insert date].

b. Service Provider will perform the services according to the attached schedule. If the schedule calls for the services to be performed in phases or discrete increments, Service Provider shall not proceed from one phase or increment to the next without written authorization from PPC Manager or his or her designee.

c. Service Provider will perform the services according to the schedule contained in Attachment B of this Work Order, which is attached hereto and incorporated herein. If the schedule calls for the services to be performed in phases or discrete increments, Service Provider shall not proceed from one phase or increment to the next without written authorization from the PPC Manager or his or her designee

C. SECTION 3: ESTIMATED COST AND COMPENSATION

a. All services performed under this Work Order shall be performed on a lump-sum basis, unless as may otherwise be agreed to and documented in this Work (time and material, not to exceed)

b. Compensation for each task shall not exceed the agreed-to amount contained within the Work Order, unless as otherwise may be amended by agreement of the Parties.

c. The total compensation amount of all Work Orders issued under this Agreement must not exceed the $200,000 for the entire term of this Agreement.

By: ________________________________
Pittsburg Power Company

DATE: ______________________________

EXHIBIT B

ROBERTSON-BRYAN 2025 FEE SCHEDULE

Robertson-Bryan, Inc. (RBI) will bill PPC for project work performed for PPC at the hourly rates shown below. RBI may increase rates one time each year by no more than the Producer Price Index (PPI) for the engineering consulting service category published by the U.S. Bureau of Labor Statistics (BLS) in the Bay Area.

Professional Services	Rate/Hour
♦ Managing Partner	$305.00
♦ Principal Engineer/Scientist	$298.00
♦ Chief Engineer	$268.00
♦ Resource Director	$268.00
♦ Senior Analyst	$242.00
♦ Power Engineer I	$224.00
♦ Senior Portfolio Manager	$208.00
♦ ISO Specialist	$190.00
♦ Project Analyst II	$185.00
♦ Project Database Analyst II	$181.00
♦ Project Analyst I	$178.00
♦ Project Database Analyst I	$175.00
♦ Staff Analyst II	$163.00
♦ Staff Analyst I	$157.00
♦ Administrative Assistant	$107.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually, effective December 16th.

2. INVOICING AND PAYMENTS

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

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.

ROBERTSON-BRYAN,INC

DocuSigned by:

By: Michael Bryan

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Title: President

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

TO:	Mayor and Council Members
FROM:	Maria M. Aliotti - Interim City Manager
SUBJECT:	Resolution Approving the Application for and/or Execution of Grant Funds From the Ocean Protection Council Under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 Proposition 84, Prop 68, Environmental License Plate Funds, Once Through Cooling, Greenhouse Gas Reduction Fund, or General Funds
MEETING DATE:	November 17, 2025

EXECUTIVE SUMMARY

On June 17, 2025, staff submitted a single-jurisdiction application to the Ocean Protection Council's (OPC) Senate Bill (SB) 1 Grant Program to support development of the "City of Pittsburg Shoreline Adaptation Plan." ("Plan") This Plan builds on the County's regional work under SB 1, but focuses on Pittsburg's unique shoreline conditions, assets, and community needs, which may not be fully addressed in the broader approach. Although Pittsburg is outside San Francisco Bay Conservation and Development Commission's (BCDC) jurisdiction and not subject to SB 272 mandates, the City faces similar climate-related risks to those communities within BCDC's jurisdiction, including sea level rise and shoreline vulnerability. With a low-lying shoreline, environmental justice considerations, and an economy closely tied to waterfront assets, staff determined a tailored planning approach would better support future development and investment along the Pittsburg waterfront. On September 30, 2025, the OPC awarded the City $400,000 to develop the Plan. The City would contribute $25,000 from the Waterfront Enterprise Fund to support development. The OPC funding falls under Track 1, which covers the pre-planning, data collection, and planning phases. Upon successful completion of Track 1 and Council recommendation, the City would be eligible to apply for Track 2 funding to support implementation and construction of adaptation projects identified in the Shoreline Adaptation Plan.

FISCAL IMPACT

While there is no fiscal impact on the General Fund related to the acceptance of the $400,000 OPC Grant. The City's Waterfront Enterprise Fund would contribute $25,000 to support the Shoreline Adaptation Plan's development.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the application and receipt of Ocean Protection Council Funding for the development of the City of Pittsburg Shoreline Adaptation Plan.

BACKGROUND

In 2021, Governor Gavin Newsom signed a bill titled coastal resources: Sea Level Rise (SB 1) into law, directing the State to fund local and regional efforts to plan for and adapt to sea level rise. To support this, OPC received $37.5 million in 2022 from the California Air Resources Board and an additional $54.5 million in 2023 for the continued implementation of SB 1. The State's 2024–25 budget maintained $77 million for OPC's SB 1 Sea Level Rise Adaptation Planning Grant Program, which aims to provide funding for coastal communities to develop consistent sea level rise adaptation plans and projects to build resilience to sea level rise along the entire coast of California and the San Francisco Bay.

Separately, on October 7, 2023, Governor Newsom approved a bill titled Sea Level Rise: Planning and Adaptation (SB 272), a law requiring local governments within the BCDC's jurisdiction to develop a subregional shoreline resiliency plan by January 1, 2034. These plans must use the best available science, assess vulnerabilities, propose adaptation strategies and projects, identify lead agencies, and include a timeline for updates. Local governments with approved plans will receive priority for implementation funding. SB 272 also requires BCDC to establish guidelines for the preparation of the subregional plans by December 31, 2024. BCDC adopted the Regional Shoreline Adaptation Plan (RSAP) guidelines to comply with SB 272 requirements on December 5, 2024.

In March 2024, the County submitted a multi-jurisdictional application to OPC's SB 1 Grant Program to support the preparation of the Contra Costa Resilient Shoreline Plan (Plan), a sea level rise adaptation plan to ensure the County's compliance with SB 272. Through a Memorandum of Understanding (MOU), the County has requested Pittsburg and the eight other East Bay Area shoreline communities participate in informing and engaging the public on this climate adaptation planning effort. Per the terms of the proposed MOU, the County will reimburse the City $6,775 once every six months during the term of the MOU, which ends April 30, 2027, not to exceed $27,100. On June 16, 2025, the City Council considered and adopted this item under Resolution No. 25-14635.

Despite participating in the County's multi-jurisdictional plan, the City of Pittsburg recognized the need for a localized response to its specific shoreline vulnerabilities and began work on a single-jurisdiction application to OPC.

SUBCOMMITTEE FINDINGS

Acceptance of the OPC SB 1 Grant to develop the City of Pittsburg Shoreline Adaptation Plan was discussed as part of the September 16, 2025, Community and Economic Development Department Subcommittee Meeting. Subcommittee members recommended staff continue with processing the application for formal acceptance before the City Council.

STAFF ANALYSIS

The majority of Pittsburg's waterfront is privately owned by industrial and commercial uses, many of which are Brownfields with multi-million-dollar remediation cost estimates. At 4.5 feet of sea level rise, approximately 150 homes would be affected, imposing great cost for public education, equitable relocation, emergency services, and more. Pittsburg's public shoreline includes two parks, the Pittsburg Municipal Marina, and one predominantly vacant parcel zoned for Marine Commercial use. A series of conditions assessments on the City-owned shoreline infrastructure conducted over the last five years points to tens of millions of dollars in costs for infrastructure resilience along Pittsburg's public shoreline.

Identification of City-specific climate vulnerabilities and development of pointed solutions funded by this OPC Grant (Track 1), would build on the City's 2040 General Plan, Sustainability Plan, and Trust Lands Use Plan prior to the anticipated sea level rise, which is prudent. While Pittsburg is outside of BCDC jurisdiction, the development of a BCDC-approved, RSAP-compliant, single-jurisdictional plan will ensure Pittsburg is prioritized for the State's implementation funding (Track 2) and make Pittsburg more competitive on other resilience implementation grant opportunities.

As part of the development of the City of Pittsburg Shoreline Adaptation Plan, staff must follow a stringent work plan, anticipated to begin in early 2026 and conclude mid-2028. Below is an overview of the proposed Work Plan, developed intentionally to meet key Grant deadlines.

Work Plan Overview:

The "City of Pittsburg Shoreline Adaptation Plan" project consists of five key tasks, ultimately leading to the development of a sea level rise plan for the City of Pittsburg:

- Task one covers hiring consultants, budget management, reporting, BCDC coordination, and development of RSAP Element A (Planning Processes).

- Task two involves two rounds of community engagement to identify priority areas and develop adaptation strategies, supported by a Community Engagement Plan and Technical Advisory Committee.
- Task three builds on the County's Vulnerability Assessment with additional Pittsburg-specific analysis to meet RSAP Elements B (Existing Conditions) and C (Vulnerability Assessment).
- Task four focuses on creating RSAP Elements D–G (D. Adaptation Strategies and Pathways, E. Land Use and Policy Plan, and G. Implementation Plan and Funding Strategy), including strategies, policies, funding plans, and priority projects, culminating in a draft and final plan for City Council approval and BCDC review.
- Task five covers preparation of a Programmatic Environmental Impact Report (PEIR) to support implementation, public review, and formal City Council adoption. This task also includes element G, which is the establishment of a sea level rise adaptation project list.

As such, staff recommends that the City Council adopt the attached Resolution authorizing the application and receipt of Ocean Protection Council Funding for the development of the City of Pittsburg Shoreline Adaptation Plan.

Attachments: Proposed Resolution
Proposed Grant Work Plan Timeline OPC SB1

Report Prepared By: Kelsey Gunter, Associate Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution by The City of Pittsburg City Council Approving the Application for and/or Execution of Grant Funds From the Ocean Protection Council Under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act Of 2006 (Proposition 84), Prop 68, Environmental License Plate Funds, Once Through Cooling, Greenhouse Gas Reduction Fund, or General Funds	)	RESOLUTION NO. 25-

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the Applicant/Grantee, if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby grants acceptance of funds awarded by the Ocean Protection Council as further detailed below:

1. If applicable, approves the filing of an application for the City of Pittsburg Shoreline Adaptation Plan to be funded by the Ocean Protection Council and City of Pittsburg Waterfront Budget, as detailed in the proposed Ocean Protection Council Senate Bill 1 Application Packet; and

2. If applicable, certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and

3. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws,

and, that prior to commencement of the project, all applicable permits will have been obtained; and

4. Certifies that the Applicant/Grantee will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and

5. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

APPROVED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

I, the undersigned, hereby certify that the foregoing Resolution Number ________ was duly adopted by the City of Pittsburg City Council.

____
Jelani Killings, Mayor

ATTEST BY:

____

Alice E. Evenson, City Clerk

Attachment 2 - OPC Proposed Grant Work Plan Timeline

Task	Deliverable Name	Estimated Due Date
Task 1: Administration Coordination and Reporting	1. Initial consultation meeting with BCDC 2. RFP 3. Executed Contract with Consultant Team 4. Second consultation meeting with BCDC 5. Notice of Intent to Prepare a Subregional Plan; Notice of Preparation of an Environmental Impact Report 6. Draft of Element A 7. Third consultation meeting with BCDC 8. Quarterly Reports	1. November 2026 2. November 2026 3. January 2027 4. January 2027 5. January 2027 6. March 2027 7. April 2027 8. Quarterly
Task 2: Community Engagement	1. Community Engagement Plan 2. Priority Areas and Refined Community Resources/Assets 3. Community Engagement Materials 4. Community Engagement Summary Progress Report (1 per round of engagement) 5. Consultation with BCDC	1. March 2027 2. May 2027 3. July 2027 4. September 2027 (ongoing) 5. October 2027
Task 3: Vulnerability Assessment Participation and Review	1. Receive County's Vulnerability Assessment 2. Cross-check of RSAP requirements 3. RSAP Draft Element B and C	1. November 2026 2. February 2027 3. October 2027
Task 4: Single-Jurisdiction SF Bay Shoreline Subregional Adaptation Plan	1. RSAP Draft Element D 2. RSAP Draft Element E 3. RSAP Draft Element F 4. RSAP Draft Element G 5. Single Jurisdiction Adaptation Plan (RSAP Elements A-G)	1. February 2028 2. March 2028 3. April 2028 4. May 2028 5. June 2028
Task 5: CEQA Determination and Local Adoption	1. Assessment of environmental analysis pursuant to CEQA 2. Notice of Preparation of Programmatic Environmental Impact Report 3. Community Scoping Meetings 4. Circulation of Draft Programmatic EIR 5. Circulation of Final Programmatic EIR 6. Staff Reports/Presentation to City Council 7. Filing Notice of Determination	1. November 2026 2. March 2027 3. April 2027 4. June 2028 5. September 2028 6. October 2028 7. November 2028

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

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Amending the Master Pay Schedule as Required by California Public Employees' Retirement System

MEETING DATE: November 17, 2025

EXECUTIVE SUMMARY

To comply with the California Public Employees' Retirement System's (CalPERS) interpretation of the requirements of California Code of Regulations, Title 2, Section 570.5, the City will amend the single master pay schedule on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master pay schedule will be submitted to the City Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

FISCAL IMPACT

The amendment to the pay schedules as a single master pay schedule has no fiscal impact as adjustments were made with annual budget changes.

RECOMMENDATION

The City Council adopt the resolution to amend the City of Pittsburg's master pay schedule for employee classifications so the City remains in compliance with the requirements of the California Code of Regulations, Title 2, Section 570.5 and CalPERS relating to publicly available pay schedules for the purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1.

BACKGROUND

CalPERS, pursuant to its interpretation of California Code of Regulations, Title 2, Section 570.5, recommends all CalPERS employers to maintain their compensation levels in one publicly available document, approved and adopted by the governing body, which must meet all of the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
- Identifies the title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The updates to the master pay schedule reflect salary adjustments approved by the City Council on October 20, 2025 for classifications represented by Police Managers' Group (PMG) and the newly established Payroll Supervisor salary range. Additionally, the salary schedule includes a change to the City Attorney's salary approved by the City Council on October 2, 2023.

The adoption of the resolution will comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5.

ATTACHMENTS: Exhibit A – Salary Schedule
Resolution

Staff Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Master Pay Schedule) To Include Previously Approved) Positions and Compensation)	RESOLUTION NO. 25-

WHEREAS, the California Public Employees' Retirement System (CalPERS) has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with Title 2 California Code of Regulations section 570.5, and meeting all of the following requirements thereof:

• Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
• Identifies the title for every employee position;
• Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
• Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
• Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
• Indicates an effective date and date of any revisions;
• Is retained by the employer and available for public inspection for not less than five years; and
• Does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, the City proposes to amend the master pay schedule to include previously approved compensation levels for the Police Managers' Group, City Attorney's salary adjustment, and Payroll Supervisor salary range.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the amendments to the master pay schedule and authorizes the City Manager to take the necessary actions in order to comply with this Resolution.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 17th day of November 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

____
Jelani Killings, Mayor

ATTEST BY:

____
Alice E. Evenson, City Clerk

CLASSIFICATION	CODE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	Top Step w/Incentives	UNIT
Account Clerk	170	7/6/2025	5,051	5,304	5,569	5,847	6,140		6,290	MISC A
Accountant I	355	7/6/2025	6,874	7,217	7,578	7,957	8,355		8,505	MPC
Accountant II	500	7/6/2025	7,694	8,079	8,483	8,907	9,353		9,503	MPC
Accounting Supervisor	747	7/6/2025	8,764	9,202	9,662	10,145	10,652		10,802	MPC
Accounting Technician	220	7/6/2025	5,897	6,192	6,502	6,827	7,168		7,318	MISC A
Administrative Analyst I	390	7/6/2025	7,508	7,884	8,278	8,692	9,127		9,277	MPC
Administrative Analyst II	702	7/6/2025	8,693	9,128	9,584	10,063	10,566		10,716	MPC
Administrative Assistant	160	7/6/2025	5,089	5,344	5,611	5,891	6,186		6,336	MISC A/MPC
Administrative Coordinator	350	7/6/2025	6,676	7,010	7,360	7,728	8,115		8,265	MPC
Administrative Specialist	290	7/6/2025	6,305	6,620	6,951	7,299	7,663		7,813	MPC
Assistant City Clerk	820	7/6/2025	9,244	9,707	10,192	10,702	11,237		11,387	MPC
Assistant City Manager	950	7/6/2025	18,327				22,276		22,276	Sr. Exec Team
Assistant Director of Community & Economic Development	889	7/6/2025	14,156				17,207		17,207	Mgmt Group
Assistant Director of Finance	887	7/6/2025	12,667				15,397		15,397	Mgmt Group
Assistant Director of Public Works - Operations	896	7/6/2025	13,294	13,958	14,656	15,389	16,159		16,309	MPC
Assistant Director, Public Works - Engineering	889	7/6/2025	14,156				17,207		17,207	Mgmt Group
Assistant Director, Public Works - Utilities	889	7/6/2025	14,156				17,207		17,207	Mgmt Group
Assistant Engineer	510	7/6/2025	7,902	8,297	8,712	9,147	9,604		10,235	MPC
Assistant Planner	450	7/6/2025	7,356	7,723	8,109	8,515	8,941		9,538	MPC
Assistant to the City Manager	835	7/6/2025	12,168				14,790		14,790	Mgmt Group
Associate Engineer	780	7/6/2025	9,149	9,607	10,087	10,591	11,121		11,827	MPC
Associate Planner	740	7/6/2025	8,515	8,941	9,388	9,857	10,350		11,017	MPC
Building Inspector	520	7/6/2025	7,720	8,106	8,512	8,937	9,384		9,534	MISC A
Chief Building Official	895	7/6/2025	13,255	13,918	14,613	15,344	16,111		16,261	MPC
Chief of Police	955	7/6/2025	19,301				23,461		28,153	Sr. Exec Team
City Attorney	943	9/1/2025					23,446		23,446	Contract
City Manager	960	2/3/2025					25,483		25,483	Contract
Code Enforcement Officer I	258	7/6/2025	6,138	6,445	6,767	7,106	7,461		7,611	MISC A
Code Enforcement Officer II	415	7/6/2025	7,105	7,460	7,833	8,225	8,636		8,786	MISC A
Code Enforcement Supervisor	820	7/6/2025	9,244	9,707	10,192	10,702	11,237		11,387	MPC
Community Outreach Coordinator	315	7/6/2025	6,512	6,838	7,179	7,538	7,915		8,065	MISC A

CLASSIFICATION	CODE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	Top Step w/Incentives	UNIT
Community Relations Manager	703	7/6/2025	9,215	9,676	10,160	10,668	11,201		11,351	MPC
Community Services Specialist	258	7/6/2025	6,138	6,445	6,767	7,106	7,461		7,611	MISC A
Construction Inspector I	360	7/6/2025	6,869	7,212	7,573	7,952	8,349		8,917	MISC A
Construction Inspector II	520	7/6/2025	7,720	8,106	8,512	8,937	9,384		10,003	MISC A
Crime Analyst	700	7/6/2025	7,986	8,386	8,805	9,245	9,707		9,857	MPC
Customer Service Representative	170	7/6/2025	5,051	5,304	5,569	5,847	6,140		6,290	MISC A
Deputy Chief Information Systems Officer	887	7/6/2025	12,667				15,397		15,397	Mgmt Group
Deputy Director, Information Technology Operations	887	7/6/2025	12,667				15,397		15,397	Mgmt Group
Deputy General Manager, Pittsburg Power Company	887	7/6/2025	12,667				15,397		15,397	Mgmt Group
Development Services Coordinator	532	7/6/2025	7,884	8,278	8,692	9,126	9,583		9,733	MISC A
Development Services Supervisor	881	7/6/2025	10,958	11,506	12,082	12,686	13,320		13,470	MPC
Director of City Clerk Services	8351	7/6/2025	12,168				14,790		14,790	Sr. Exec Team
Director of Community & Economic Development	9403	7/6/2025	15,742				19,134		19,134	Sr. Exec Team
Director of Community Services	9402	7/6/2025	15,522				18,867		18,867	Sr. Exec Team
Director of Finance	9401	7/6/2025	15,522				18,867		18,867	Sr. Exec Team
Director of Human Resources	9400	7/6/2025	15,522				18,867		18,867	Sr. Exec Team
Director of Public Works/City Engineer	945	7/6/2025	16,181				19,668		19,668	Sr. Exec Team
Director of Recreation	9400	7/6/2025	15,522				18,867		18,867	Sr. Exec Team
Economic Development Manager	867	7/6/2025	11,764	12,352	12,970	13,619	14,300		14,450	MPC
Electrical Technician	420	7/6/2025	7,118	7,474	7,848	8,240	8,652		9,518	Teamsters
Electrical Technician Apprentice	200	7/6/2025	5,685	5,969	6,267	6,581	6,910		7,601	Teamsters
Engineering Technician I	310	7/6/2025	6,445	6,767	7,106	7,461	7,834		7,984	MISC A
Engineering Technician II	460	7/6/2025	7,464	7,837	8,229	8,641	9,073		9,223	MISC A
Environmental Health & Safety Officer	832	7/6/2025	10,646	11,179	11,738	12,325	12,941		13,091	MPC
Equipment Mechanic	270	7/6/2025	6,288	6,602	6,932	7,279	7,643		8,407	Teamsters
Equipment Shop Supervisor	531	7/6/2025	8,142	8,549	8,976	9,425	9,896		10,046	MPC
Executive Assistant	400	7/6/2025	7,125				8,660		8,660	Mgmt Group
Executive Assistant to the Chief of Police	330	7/6/2025	6,620	6,951	7,298	7,663	8,046		8,196	MPC
Finance Division Manager	855	7/6/2025	10,638	11,170	11,729	12,315	12,931		13,081	MPC
Financial Analyst	580	7/6/2025	8,811	9,251	9,714	10,199	10,709		10,859	MPC
Geographical Information Systems (GIS) Administrator	815	7/6/2025	10,208	10,719	11,255	11,817	12,408		12,558	MPC

CLASSIFICATION	CODE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	Top Step w/Incentives	UNIT
Harbormaster	830	7/6/2025	9,781	10,270	10,784	11,323	11,889		12,039	MPC
Housing Manager	855	7/6/2025	10,638	11,170	11,729	12,315	12,931		13,081	MPC
Housing Program Analyst I	390	7/6/2025	7,508	7,884	8,278	8,692	9,127		9,277	MPC
Housing Program Analyst II	702	7/6/2025	8,693	9,128	9,584	10,063	10,566		10,716	MPC
Housing Specialist	210	7/6/2025	5,800	6,090	6,394	6,714	7,050		7,200	MISC A
Human Resources Analyst	701	7/6/2025	8,636	9,067	9,521	9,997	10,497		10,647	MPC
Human Resources Specialist	330	7/6/2025	6,620	6,951	7,298	7,663	8,046		8,196	MPC
Information Technology Analyst I	420a	7/6/2025	7,118	7,474	7,848	8,240	8,652		8,802	MPC
Information Technology Analyst II	720	7/6/2025	8,331	8,748	9,185	9,644	10,127		10,277	MPC
Information Technology Manager	866	7/6/2025	11,707	12,292	12,907	13,552	14,230		14,380	MPC
Laboratory Supervisor	810	7/6/2025	10,367	10,885	11,429	12,001	12,601		13,459	MPC
Lead Customer Service Representative	185	7/6/2025	5,556	5,834	6,126	6,432	6,754		6,904	MISC A
Lead Electrical Technician	705	7/6/2025	8,240	8,652	9,084	9,539	10,016		11,017	Teamsters
Lead Marina Services Worker	320	7/6/2025	6,581	6,910	7,255	7,618	7,999		8,479	Teamsters
Lead Police Records Technician	255	7/6/2025	6,185	6,495	6,819	7,160	7,518		7,668	MISC A
Lead Public Works Superintendent	885	7/6/2025	12,651	13,284	13,948	14,645	15,378		15,528	MPC
Maintenance Assistant	095	7/6/2025	3,992	4,192	4,401	4,622	4,853		5,144	Teamsters
Maintenance Lead Worker	320	7/6/2025	6,581	6,910	7,255	7,618	7,999		8,799	Teamsters
Maintenance Worker I	140	7/6/2025	4,911	5,156	5,414	5,685	5,969		6,387	Teamsters
Maintenance Worker II	200	7/6/2025	5,685	5,969	6,267	6,581	6,910		7,601	Teamsters
Office Assistant	095a	7/6/2025	3,992	4,192	4,401	4,622	4,853		5,003	MISC A
Paralegal	400	7/6/2025	7,125				8,660		8,660	Mgmt Group
Payroll Coordinator	350	7/6/2025	6,676	7,010	7,360	7,728	8,115		8,265	MPC
Payroll Supervisor	745	10/20/2025	8,570	8,999	9,449	9,921	10,417		10,567	MPC
Permit Center Supervisor	820	7/6/2025	9,244	9,707	10,192	10,702	11,237		11,387	MPC
Permit Technician	260	7/6/2025	6,221	6,532	6,858	7,201	7,561		7,711	MISC A
Pest Control Specialist	470	7/6/2025	7,392	7,761	8,149	8,557	8,985		9,524	Teamsters
Planning Technician	260	7/6/2025	6,221	6,532	6,858	7,201	7,561		7,711	MISC A
Police Captain	650	7/7/2025	16,950	17,797	18,687	19,621	20,602	21,632	24,877	PMG
Police Forensic Technician I	260	7/6/2025	6,221	6,532	6,858	7,201	7,561		7,711	MISC A
Police Forensic Technician II	425	7/6/2025	7,202	7,562	7,940	8,337	8,754		8,904	MISC A

CLASSIFICATION	CODE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	Top Step w/Incentives	UNIT
Police Lieutenant	640	7/7/2025	14,776	15,515	16,290	17,105	17,960	18,858	22,441	PMG
Police Officer	600	7/6/2025	9,100	9,555	10,033	10,535	11,062	11,615	14,925	POA
Police Records Supervisor	540	7/6/2025	8,265	8,679	9,112	9,568	10,047		10,197	MPC
Police Records Technician	180	7/6/2025	5,343	5,610	5,890	6,185	6,494		6,644	MISC A
Police Sergeant	625	7/6/2025	11,166	11,725	12,311	12,926	13,573	14,251	16,573	POA
Police Services Administrator	831	7/6/2025	10,361	10,879	11,423	11,994	12,594		12,744	MPC
Police System Coordinator	814	7/6/2025	9,064	9,517	9,993	10,492	11,017		11,718	MPC
Power Company Manager	920	7/6/2025	13,562				16,485		16,485	Mgmt Group
Principal Planner	864	7/6/2025	10,844	11,386	11,955	12,553	13,181		13,990	MPC
Property and Evidence Supervisor	540	7/6/2025	8,265	8,679	9,112	9,568	10,047		10,197	MPC
Property and Evidence Technician	250	7/6/2025	5,610	5,890	6,185	6,494	6,819		6,969	MISC A
Public Works Superintendent	880	7/6/2025	10,928	11,474	12,048	12,650	13,283		13,433	MPC
Public Works Supervisor	530	7/6/2025	7,832	8,223	8,634	9,066	9,520		10,145	MPC
Recreation Coordinator	230	7/6/2025	5,986	6,285	6,600	6,930	7,276		7,426	MISC A
Recreation Supervisor	550	7/6/2025	7,818	8,209	8,619	9,050	9,503		9,653	MPC
Revenue Operations Supervisor	745	7/6/2025	8,570	8,999	9,449	9,921	10,417		10,567	MPC
Senior Accounting Technician	313	7/6/2025	6,487	6,812	7,152	7,510	7,885		8,035	MPC
Senior Administrative Analyst	825	7/6/2025	10,063	10,566	11,094	11,649	12,232		12,382	MPC
Senior Building Inspector	760	7/6/2025	8,677	9,111	9,566	10,045	10,547		10,697	MPC
Senior Civil Engineer	865	7/6/2025	11,208	11,769	12,357	12,975	13,624		13,774	MPC
Senior Construction Inspector	760	7/6/2025	8,677	9,111	9,566	10,045	10,547		11,224	MPC
Senior Financial Analyst	790	7/6/2025	10,200	10,710	11,246	11,808	12,399		12,549	MPC
Senior Housing Program Analyst	825	7/6/2025	10,063	10,566	11,094	11,649	12,232		12,382	MPC
Senior Human Resources Analyst	821	7/6/2025	9,996	10,496	11,020	11,571	12,150		12,300	MPC
Senior Information Technology Analyst	815	7/6/2025	10,208	10,719	11,255	11,817	12,408		12,558	MPC
Senior Payroll Coordinator	385	7/6/2025	7,343	7,711	8,096	8,501	8,926		9,076	MPC
Senior Permit Technician	359	7/6/2025	6,843	7,185	7,544	7,922	8,318		8,468	MPC
Senior Planner	840	7/6/2025	9,858	10,351	10,869	11,412	11,983		12,732	MPC
Sweeper Operator	140	7/6/2025	4,911	5,156	5,414	5,685	5,969		6,327	Teamsters
Traffic Engineer	881	7/6/2025	10,958	11,506	12,082	12,686	13,320		13,470	MPC
Utility Lead Technician	870	7/6/2025	12,399	13,019	13,670	14,354	15,072		15,976	IBEW

CLASSIFICATION	CODE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	Top Step w/Incentives	UNIT
Utility Lineworker	742	7/6/2025	8,870	9,314	9,779	10,268	10,782		11,429	IBEW
Utility Maintenance Worker	312	7/6/2025	6,758	7,096	7,451	7,823	8,214		8,707	IBEW
Utility Supervisor	811	7/6/2025	12,361	12,979	13,628	14,310	15,025		15,175	MPC
Utility Technician	863	7/6/2025	11,272	11,836	12,428	13,049	13,702		14,524	IBEW
Water Instrument/Maintenance Technician I	480	7/6/2025	8,337	8,753	9,191	9,651	10,133		10,640	Teamsters
Water Instrument/Maintenance Technician II	750	7/6/2025	9,650	10,132	10,639	11,171	11,730		12,316	Teamsters
Water Maintenance Mechanic I	480	7/6/2025	8,337	8,753	9,191	9,651	10,133		10,640	Teamsters
Water Maintenance Mechanic II	750	7/6/2025	9,650	10,132	10,639	11,171	11,730		12,316	Teamsters
Water Plant Apprentice Operator	200	7/6/2025	5,685	5,969	6,267	6,581	6,910		7,255	Teamsters
Water Plant Operator	560	7/6/2025	8,681	9,099	9,539	10,001	10,486		11,849	Teamsters
Water Quality Analyst I	380	7/6/2025	7,338	7,705	8,091	8,495	8,920		9,826	Teamsters
Water Quality Analyst II	710	7/6/2025	8,835	9,277	9,741	10,228	10,739		11,736	Teamsters
Water Treatment Plant Superintendent	883	7/6/2025	12,049	12,652	13,284	13,949	14,646		15,196	MPC
Water Treatment Plant Supervisor	810	7/6/2025	10,367	10,885	11,429	12,001	12,601		13,839	MPC
SEASONAL/ HOURLY/ EXTRA HELP CLASSIFICATIONS	**CODE**	**EFFECTIVE**	**Mininum**				**Maximum**		**Hourly**	**UNIT**
Administrative Support Associate	0500	12/22/2024	16.50				50.00		50.00	Unrepresented
Executive Consultant	910	3/16/2015	30.00				100.00		100.00	Unrepresented
Intern - High School	0550	12/22/2024	16.50				16.50		16.50	Unrepresented
Intern - College	0510	12/22/2024	16.50				19.00		19.00	Unrepresented
Maintenance Aide	0530	12/22/2024	16.92				23.46		23.46	Unrepresented
Police Trainee	6009	8/18/2025	38.00				38.00		38.00	Unrepresented
Professional Consultant	0540	12/24/2023	20.00				90.00		90.00	Unrepresented
Recreation Leader I	0550	12/22/2024	16.50				16.50		16.50	Unrepresented
Recreation Leader II	0560	12/22/2024	16.50				21.50		21.50	Unrepresented
Recreation Leader III	0570	7/9/2023	16.50				24.50		24.50	Unrepresented
Technical Consultant	0520	12/24/2023	20.00				80.00		80.00	Unrepresented
ELECTED OFFICIAL CLASSIFICATIONS	**CODE**	**EFFECTIVE**					**Monthly**			**UNIT**
City Clerk and City Treasurer	8349						470			Elected Official
City Council	8177						500			Elected Official
City Council -- member of a different governing board										
if serving on Tri Delta Transit	$100 per meeting			visit www.TriDeltaTransit.com						
if serving on Delta Diablo Sanitation District	$209 per meeting			visit ddsd.org						

**This classification is y-rated*

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

TO:	Mayor and Council Members
FROM:	Maria M. Aliotti - Interim City Manager
SUBJECT:	Adoption of a City Council Resolution to Approve the Master Joint Use Agreement between the City of Pittsburg and Pittsburg Unified School District
MEETING DATE:	November 17, 2025

EXECUTIVE SUMMARY

The City of Pittsburg (City) and the Pittsburg Unified School District (District) propose to enter into a Master Use Agreement for the joint use of each agency's facilities. Under the agreement, the District and the City will be permitted to use each other's facilities and active use areas for municipal recreational and educational purposes as long as the uses do not conflict with other events or activities.

FISCAL IMPACT

No fiscal impact is anticipated with the City and the District exercising their rights under this agreement related to the shared use of their respective facilities.

RECOMMENDATION

City Council adopt the resolution approving the Master Use Agreement.

BACKGROUND

The City and the District have historically benefited from the shared use of their respective facilities. Facilities unique to and available for each agency, enabled the expansion of recreational and educational programming for residents of Pittsburg. This was accomplished through the Master Agreement Regarding Joint Use of Facilities dated January 5, 2004 between the City and District.

On October 11, 2006, by Resolution 06-10606, the City and District executed the agreement regarding the financing, construction, and joint use of the athletic field, gymnasium, auditorium, and parking structure at Marina Vista Elementary School, which was subsequently amended on June 24, 2009 by Resolution 09-11269. This agreement expires on August 31, 2027.

On June 15, 2008, the City and District executed the Master Agreement Regarding the Joint Use of Facilities, allowing for both agencies to maximize use of their respective facilities.

On March 24, 2010, by Resolution 10-11399, the City and District executed the agreement regarding the financing, construction, and joint use of the athletic field at Hillview Junior High School. This agreement expires December 31, 2035.

On July 6, 2015, by Resolution 15-13078, the City Council authorized the execution of an agreement with the District for the joint use of facilities for recreation and education purposes. The term of the agreement was five years, with options to extend for additional, successive five-year terms.

SUBCOMMITTEE FINDINGS

The joint use of facilities and the existing agreements were discussed during the City and District's 2x2 meetings, where City and District officials met with each other on March 24, 2025 and July 3, 2025.

STAFF ANALYSIS

The City and District are operating under five separate joint use agreements with varied and overlapping terms and conditions. Staff from the City and the District negotiated the attached agreement, which continues each agency’s ability to offer expanded and varied recreational and educational programming, while consolidating the terms and conditions of the agreements into one comprehensive document. This Master Use Agreement will supersede and replace all use agreements, which include but are not limited to: the 2024 Master Agreement, the Marina Vista Agreement, the 2008 Master Agreement, the Hillview Junior High Agreement, and the 2015 Master Agreement, with the exception of the John S. Bryant Joint Use Agreement. The John S. Bryant Joint Use Agreement, dated March 5, 2007, will remain in full force. The term of the Master Use Agreement is five years, with options to extend for additional, successive five-year terms.

According to the terms of this Master Use Agreement, each agency may use the other’s facilities without paying standard facility/staff fees as long as such use does not conflict with the regular conduct of each agency’s events or activities. The Master Use Agreement covers a variety of facilities, such as buildings, classrooms, multi-use rooms, auditoriums, ball fields, tennis courts, restrooms, swimming pools, and gymnasiums, and sets forth the authority, responsibility and obligations of the City and the District when facilities are used. Third party use of agency facilities will be handled by the respective agency.

Staff recommends approval of the agreement, which allows for the continuation of a collaborative relationship between the City and District, while defining expectations and responsibilities.

ATTACHMENTS: Resolution
Master Use Agreement

Report Prepared By: Kolette Simonton, Director of Recreation

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute) The Master Joint Use Agreement Between) The City of Pittsburg And Pittsburg Unified) School District)	RESOLUTION NO. 25-

WHEREAS, the City of Pittsburg (City) and Pittsburg Unified School District (District) propose to enter into a Master Use Agreement for the joint use of each agency's facilities without charging standard facility use rates; and

WHEREAS, the City and District are operating under five separate joint use agreements with varied and overlapping terms and conditions; and

WHEREAS, a Master Joint Use Agreement between the two agencies will improve the diversity of recreation and athletic programs offered in the community; and

WHEREAS, City and District staff have negotiated and agreed to terms for an agreement; and

WHEREAS, the term of the agreement is for a period of five years, with options for extensions of successive five-year terms; and

WHEREAS, under terms of the agreement, each agency may use the other's facilities without paying standard facility/staff fees as long as such use does not conflict with the regular conduct of each agency's events or activities; and

WHEREAS, the agreement covers facilities that include buildings, classrooms, multi-use rooms, auditoriums, ball fields, tennis courts, restrooms, swimming pools, and gymnasiums, and sets forth the authority, responsibility, and obligations of the City and the District in the use of their respective facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Master Joint Use Agreement between the City of Pittsburg and the Pittsburg Unified School District.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 17th day of November 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

____
Jelani Killings, Mayor

ATTEST BY:

____
Alice E. Evenson, City Clerk

MASTER USE AGREEMENT BETWEEN CITY OF PITTSBURG AND THE PITTSBURG UNIFIED SCHOOL DISTRICT REGARDING THE JOINT USE OF FACILITIES

This Joint Use Agreement ("Agreement") is dated as of_______, 2025, by and between the City of Pittsburg, a municipal corporation (hereinafter referred to as "City") and the Pittsburg Unified School District, a California public school district, (hereinafter referred to as "District") (collectively referred to as the "Parties").

The purpose of this Agreement is to set forth the authority, responsibility and obligation of the City and the District in the joint use of certain District and City facilities identified herein.

RECITALS

WHEREAS, District is the owner of real property and improvements thereon in the City of Pittsburg, including facilities and active use areas which are capable of being used by City for municipal recreational and educational purposes; and

WHEREAS, City is the owner of public parks and recreational facilities in the City of Pittsburg which are capable of being used by District for educational and recreational purposes; and

WHEREAS, the use of City or District facilities shall be subject to established rules and regulations set forth by each public entity. The City shall comply with all requirements of the California State Education Code in the use of school facilities as set forth in Education Code Section 38130 – 38139 and any other applicable laws or regulations; and

WHEREAS, the Parties previously executed the Master Agreement Between City of Pittsburg and the Pittsburg Unified School District Regarding the Joint Use of Facilities, dated January 5, 2004 ("2004 Master Agreement"); and

WHEREAS, the Parties previously executed the Agreement Between City of Pittsburg and Pittsburg Unified School District Regarding Financing, Construction, and Joint Use of Athletic Field, Gymnasium, Auditorium, and Parking Structure at Marina Vista Elementary School, dated October, 11, 2006 and subsequently amended said agreement on June 24, 2009 (collectively, the "Marina Vista Agreement"); and

WHEREAS, the Parties previously executed the Heights School (John S. Bryant) Park Joint Use Agreement Between Pittsburg Unified School District and the City of Pittsburg ("Bryant Park Agreement"); and

WHEREAS, the Parties previously executed the Master Agreement Between City of Pittsburg and Pittsburg Unified School District Regarding the Joint Use of Facilities, dated June 15, 2008 ("2008 Master Agreement"); and

WHEREAS, the Parties previously executed the Agreement Between City of Pittsburg and Pittsburg Unified School District Regarding Financing, Construction, and Joint Use of Athletic Field at Hillview Junior High School, dated March 24, 2010 ("Hillview Junior High Agreement"); and

WHEREAS, the Parties previously executed the Master Agreement Between City of Pittsburg and Pittsburg Unified School District Regarding the Joint Use of Facilities, ("2015 Master Agreement"); and

WHEREAS, the Parties now wish to consolidate the terms and conditions of the 2004 Master Agreement, the Marina Vista Agreement, the 2008 Master Agreement, the Hillview Junior High Agreement, and the 2015 Master Agreement into one document.

NOW, THEREFORE, in consideration of the collaborative agreements herein contained, the parties hereto agree as follows:

A. <u>Purpose</u>

1. This Agreement shall supersede and replace entirely the 2004 Master Agreement, the Marina Vista Agreement, the 2008 Master Agreement, the Hillview Junior High Agreement, and the 2015 Master Agreement.

    a. The Parties agree and acknowledge that any early termination penalty provided for in the 2004 Master Agreement, the Marina Vista Agreement, the 2008 Master Agreement, the Hillview Junior High Agreement, or the 2015 Master Agreement shall not be effective, and no party shall have any rights or remedies available at law to compel the performance of any such early termination provision provided for therein. The District shall not be required to pay such amounts contemplated by any of the foregoing agreements.

    b. The City shall disburse all funds currently managed under a joint fund pursuant to the Marina Vista Agreement or the Hillview Junior High Agreement, to the District for the purpose of improving or replacing those District athletic fields. Parties agree and acknowledge that the amount of funds held in the joint fund is approximately nine hundred thousand dollars ($900,000), and that such funds shall be disbursed to District within 30 days of the execution of this Agreement.

2. The Bryant Park Agreement shall continue to remain effective as a standalone agreement pursuant to the terms and conditions stated therein.

B. <u>Term and Commencement</u>

This Agreement shall commence as of the date in which the latter of City or District execute this Agreement (“Effective Date”), and shall continue for a period of five (5) years, unless sooner terminated as provided for hereinafter in Section O. This Agreement may be renewed for successive five (5) year terms as long as neither part is in default. Such renewal will be deemed automatic unless the Agreement is sooner terminated as provided for hereinafter in Section O, or upon written notice of intent not to renew, given to the other party at least 30 days prior to the expiration of the Agreement.

C. Facilities Covered

The term "Facilities" for the purpose of this Agreement means any buildings, classrooms, multi-use rooms, auditoriums, gymnasiums, tennis courts, and restrooms. This Agreement includes the Buchanan Swim Center during its spring through fall operating season. The term "Active Use Areas" as used in this Agreement means any ball fields, playgrounds and parking lots. This Agreement and its terms shall only apply to the Facilities and Active Use Areas in the City, owned by the City or District, and set forth in Exhibit "A". For clarity and avoidance of doubt, this Agreement shall not apply to the Pittsburg Youth Development Center, any third-party operated City-owned facility, nor any third-party operated District facility.

D. Permitted Uses of Facilities and Active Use Areas

1. District will permit City to use District Facilities and Active Use Areas for municipal recreational and educational events and activities that are run by the City staff, and not a third party, as long as such use does not conflict with the regular conduct of District events or activities. ("City Permitted Use").
2. City will permit District to use City Facilities and Active Use Areas for District educational and recreational activities, as long as such use does not conflict with the regular conduct of park, recreational and municipal service activities sponsored by City ("District Permitted Use").
3. Events and activities run by third parties ("Third Party Use") shall not be considered City Permitted Use or District Permitted Use.

E. Scheduling Use of Facilities

1. To avoid scheduling conflicts between District and City use, Facilities and Active Use Areas use dates shall be scheduled semi-annually on or around January 3 and June 1. When possible, priority shall be given as follows:

   For District Facilities

   a. District recreational activities/events
   b. City recreational activities/events
   c. Youth activities
   d. Adult and other private usage

   For City Facilities

   a. City recreational activities/events
   b. District recreational activities/events
   c. Youth activities
   d. Adult and other private usage

2. As part of the semi-annual scheduling process, City and District shall meet to review, update, and coordinate facility use to the extent possible.

3. City and District will provide the other with a minimum of thirty (30) calendar days written notice when canceling previously approved use dates for Facilities and Active Use Areas. If either the City or District must cancel any previously approved reservation, the canceling party shall make a reasonable effort to provide an appropriate alternative reservation site (cancellations due to Bay Valley Athletic League (B.V.A.L.) practice or games are excluded from this provision).

F. <u>Collection of Fees</u>

1. For Permitted City and District Uses

   a. The District shall not charge the City for any City Permitted Use of District Facilities and Active Use Areas. The City shall compensate the District for any staff overtime costs or required additional staff it may incur to accommodate the City's programming schedule.

   b. The City shall not charge the District for any District Permitted Use of City Facilities and Active Use Areas. The District shall compensate the City for any staff overtime costs or required additional staff it may incur to accommodate the District's programming schedule.

2. For Third Party Uses

   a. As allowable under applicable law, the District and the City may each charge admissions and use fees for third party use of their respective Facilities and Active Use Areas covered by this Agreement.

   b. Revenues derived from such third-party fees shall be retained and used at the sole discretion of the respective agency that owns the facility or use area and charged and collected them.

   c. Where the City or District uses the other's facilities to host programs run by their own staff (e.g. City recreation program), user fees charged as a condition of participating in such program may be retained by the agency hosting the program.

   d. Any third party use of District Facilities and Active Use Areas shall be subject to the Civic Center Act. The City shall not charge third parties for use of District Facilities and Active Use Areas. If the City facilitates or coordinates such third party use, any applicable fees shall be charged and collected solely by the District.

G. <u>Obligations of the City</u>

During the term of this Agreement, City hereby covenants and agrees to the following:

1. Upon the expiration of the term of this Agreement, or upon the sooner termination thereof, and when surrendered, City will leave the District Facilities and District Active Use Areas in as good order and condition as District Facilities and District Active Use Areas were at the beginning of the term of this Agreement, reasonable wear and tear excepted.

2. City shall be responsible for the custodial service necessary to keep City Facilities and City Active Use Areas in a neat, orderly, and sanitary condition at all times during use thereof under this Agreement.

3. City shall appoint an employee with whom District, or any other authorized agent of District, may confer regarding the terms of this Agreement.

4. City shall enforce all District rules, regulations, and policies provided by the District while directing municipal recreational and educational activities on District Facilities and District Active Use Areas.

5. City shall provide sufficient supervision to control activities/programs sponsored by the City at District Facilities and District Active Use Areas.

6. Except as otherwise expressly provided in this Agreement, City shall perform the normal routine maintenance of its own City Facilities and City Active Use Areas.

7. City shall be responsible for any damages to District Facilities and/or Active Use Areas, other than normal wear and tear, arising from their use by City under this Agreement.

H. <u>Obligations of the District</u>

Except as otherwise expressly provided for in this Agreement, District hereby covenants and agrees to the following:

1. Upon the expiration of the term of this Agreement, or upon the sooner termination thereof, and when surrendered, District will leave the City Facilities and City Active Use Areas in as good order and condition as City Facilities and City Active Use Areas were at the beginning of the term of this Agreement, reasonable wear and tear excepted.

2. District shall be responsible for the custodial service necessary to keep District Facilities and District Active Use Areas in a neat, orderly, and sanitary condition at all times during use thereof under this Agreement.

3. District shall appoint an employee with whom City, or any other authorized agent of City, may confer regarding the terms of this Agreement.

4. District shall enforce all City rules, regulations, and policies provided by the City while directing community recreational and educational activities on City Facilities and City Active Use Areas.

5. District shall provide sufficient supervision to control activities/programs sponsored by the District at City Facilities and City Active Use Areas.

6. Except as otherwise expressly provided in this Agreement, District shall perform the normal routine maintenance of its own District Facilities and District Active Use Areas.

7. District shall be responsible for any damages to City Facilities and/or Active Use Areas, other than

normal wear and tear, arising from their use by District under this Agreement.

8. District shall notify the City when reconfiguring fields or parking lots or placing portables on existing District sites at least thirty (30) days prior to doing such.

I. Operational Costs

1. The Parties recognize that that the normal, routine maintenance of the respective Facilities and/or Active Use Areas shall remain the responsibility of the party which owns the Facilities and/or Active Use Area.

2. The Parties will make reasonable efforts to leave the respective Facilities and/or Active Use Areas in the same condition as at the time of use, and to advise the other party of any condition requiring maintenance and/or attention.

J. Additional Improvements

1. Each party will obtain prior written consent of the other party to make any alterations, additions, or improvements to the Facilities and/or Active Use Areas owned by the other party. Each party understands that any such alterations, additions or improvements on the other party's property must comply with all applicable state and local standards.

2. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon in writing. Upon any agreed installation of such alterations, additions or improvements, the parties will agree in writing as to whether such alterations, additions or improvements will become permanent fixtures or whether such alterations, additions or improvements shall remain the property of the installing party and will be removed upon the termination of this Agreement. In the event such alterations, additions or improvements are removed, the removing party shall be responsible for returning the property to the same condition as before the installation of any such alterations, additions or improvements, subject to reasonable wear and tear.

3. Notwithstanding section 2 above, each party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other party pursuant to this Agreement at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or the District's need for the District Facilities and/or District Active Use Areas for educational purposes or the City's need for the City Facilities and/or City Active Use Areas for municipal purposes. The party requesting such demolition or removal must provide written notice to the other party within ten (10) days of the expiration or termination of this Agreement and the installing party will be required to remove any alterations, additions or improvements at its sole cost and expense.

4. Each party shall have the right to make emergency repairs on any improvements made by the other and each party agrees to split 50:50, or evenly, the cost of such emergency repairs. The

party making such repairs shall give written notice to the other party within five (5) days of initiating such repairs.

K. Insurance, Liabilities and Indemnification

1. City and District shall indemnify and hold harmless from liability the other party, its officers, agents, servants or employees while acting as such from all damages, costs or expenses which any of them shall become obligated to pay by reason of any liability imposed by law because of injury or death of any person received or suffered by reason of operation of each party of its own program upon said property, except as caused by the sole or gross negligence of the party causing the liability. Each party hereto shall take out a policy of liability insurance or establish a self-insurance program in the manner provided by law. City and District both agree to separately maintain General Liability Insurance, or similar coverage, covering the Facilities and Active Use Areas described in this Agreement with minimum limits of $1,000,000 per occurrence, bodily injury and property damage during the life of this Agreement. City and District further agree to separately maintain Workers' Compensation Insurance respectively covering their own employees.

2. City and District shall each be solely responsible for first party property insurance on the properties separately owned by them. The entity holding said first party property insurance shall be solely entitled to recovery of any proceeds of said insurance in the event of loss.

3. District shall maintain property insurance coverage for all District Facilities and District Active Use Areas. City shall maintain property insurance coverage for all City Facilities and City Active Use Areas.

4. Each party shall promptly notify the other party in writing of any claims or potential liabilities under this Section K.

L. Assignments and Sublease

Neither the City nor District may assign or transfer this Agreement, or any part thereof, without the prior written consent of the other party.

M. Notices

All notices, statements, demands, request, consents, approvals, authorizations, appointments, or designations hereunder by either party to the other will be in writing and will be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

City: City of Pittsburg
Attn: City Manager
65 Civic Avenue
Pittsburg, California 94565

With a copy to:

District: Pittsburg Unified School District
Attn. School District Superintendent
2000 Railroad Avenue
Pittsburg, CA 94565

With a copy to: Fagen Friedman & Fulfrost
Attn: James Traber
621 Capitol Mall, Suite 1525
Sacramento, CA 95814

N. Amendment

The agreement may be amended, modified or changed by the parties provided that the amendment, modification or change is in writing and is executed by both parties.

O. Termination

1. This Agreement may be terminated, without cause, as to one site or all site at any time during the term hereof by either party of this Agreement upon 90 days' written notice to the other party.

2. If this Agreement is terminated by District prior to its expiration, and City has made permanent improvements to any District Facilities and/or District Active Use Areas, District agrees to allow City to use those District Facilities and/or District Active Use Areas for a period of one (1) year from the date of the early termination of this Agreement. Such use will be pursuant to the provisions of this Agreement.

P. Severability and Applicable Law

Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is found to be invalid under the applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, or the remaining provisions of this Agreement. This Agreement has been made and entered into in the state of California and the laws of said State will govern the validity and interpretation hereof and the performance hereunder by the parties herein.

Q. Entire Agreement

This Agreement contains the entire Agreement between the parties hereto. No promise, representation, warranty or covenant not included in the Agreement has been or is relied on by and between the parties hereto.

R. Waiver

The failure of City or District to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement will not be deemed a waiver of any right or remedy which City or District may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

S. Binding Effect

This Agreement and all terms, covenants, conditions and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and their respective successors.

T. Construction of Agreement

Each of the parties has had an equal opportunity to participate in the review and drafting of this Agreement. Thus, the usual construction of an agreement against the drafting party shall not apply

U. Counterparts

This Agreement may be executed in separate counterparts, the whole of which shall constitute a binding agreement. Facsimile and email/PDF signatures, when received, shall have the same force and effect as original signatures.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF PITTSBURG, PITTSBURG UNIFIED SCHOOL DISTRICT, a Municipal Corporation a California School District

______________________________	______________________________
Superintendent	Date
______________________________	______________________________
City Manager	Date

APPROVED AS TO FORM:

____
Attorney for District

____
Attorney for City

ATTEST:

____
City Clerk

Exhibit "A"

(Listing of Facility and Active Use Areas)

City of Pittsburg included Facilities and Active Use Areas include:

- Buchanan Swim Center
- Buchanan Park Picnic Areas
- City Park Baseball and Soccer Fields
- Pittsburg Senior Community Center
- Highlands Ranch Park Reserved Picnic Area
- Central Park Reserved Picnic Areas and Soccer Fields
- Field of Dreams (Pittsburg Premier Fields)

Pittsburg Unified School District included Facilities and Active Use Areas include:

- Creative Arts Facilities
- All Junior High School Playgrounds, Athletic Fields and Gymnasiums
- All Elementary School Playgrounds, Athletic Fields and Gymnasiums
- All High School Playgrounds, Athletic Fields and Gymnasiums
- Marina Vista Elementary Facilities
- Hillview Junior High Facilities

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

TO:	Mayor and Council Members
FROM:	Maria M. Aliotti - Interim City Manager
SUBJECT:	Adoption of Two City Council Resolutions: (1) Authorizing the City Manager to Execute a Settlement Agreement with the Center for Biological Diversity and (2) Requiring Subsequent Environmental Review under the California Environmental Quality Act for Potential Future Phases of the Pittsburg Technology Park Specific Plan
MEETING DATE:	November 17, 2025

EXECUTIVE SUMMARY

This is a request to adopt two resolutions: (1) authorizing the City Manager to execute a Settlement Agreement with the Center for Biological Diversity and (2) requiring subsequent environmental review under the California Environmental Quality Act (CEQA) for potential future phases of the Pittsburg Technology Park Specific Plan.

FISCAL IMPACT

There is no impact to the General Fund if this resolution is approved.

RECOMMENDATION

City Council take the following actions:

1. Adopt a resolution (Attachment 1) authorizing the City Manager to execute a Settlement Agreement with the Center for Biological Diversity; and

2. Adopt a resolution (Attachment 2) requiring subsequent environmental review under CEQA for potential future phases of the Pittsburg Technology Park Specific Plan.

BACKGROUND

On November 4, 2024, the City Council unanimously adopted Resolution 24-14560, which: 1) certified the Final Program Environmental Impact Report (PEIR) for the Pittsburg Technology Park Specific Plan (Project) and adopted the associated CEQA Findings of Fact and Mitigation Monitoring and Reporting Program (MMRP), and approved the Vesting Tentative Map for a Major Subdivision for the Project; and 2) waived a further reading, and passed to second reading, an ordinance assigning zoning of PD (Planned Development) District to properties located within the Pittsburg Technology Park Specific Plan Area and adopted the Project.

The Project involves a phased, master planned development with three construction phases, with Phase I assumed to involve a 347,000 square foot data center on 22 acres, Phase II involving a 368,551 square foot development on 29 acres, and Phase III involving a 392,567 square foot development on 25 acres.

The current *Pittsburg 2040 General Plan* land use designation of the Project site as “Employment Center Industrial” and the current zoning designation of the Project site as PD-1527 (Planned Development Ordinance No. 24-1527) allows for any Project phase to include high-traffic manufacturing and distribution warehouses or data centers, which have yet to be determined.

On December 2, 2024, the Center for Biological Diversity (CBD) filed a lawsuit challenging the City’s Project Approvals and certification of the PEIR, alleging violations of CEQA, in an action entitled *Center for Biological Diversity, et al. v. City of Pittsburg, et al*., (Contra Costa County Superior Court Case No. N24-2162).

Those parties to the lawsuit, including the City, the Property Owner and CBD, have now identified mutually agreeable terms to resolve and settle the claims in the lawsuit, including mitigation for any potential data center constructed as part of Phase I of the Project, as well as the commitment to bring forth for City Council consideration a resolution requiring future environmental review for warehouse/logistics uses during any Project phase.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

To resolve pending litigation, staff recommends City Council adopt two resolutions: (1) authorizing the City Manager to execute the Settlement Agreement and (2) requiring

subsequent environmental review under CEQA for potential future phases of the Pittsburg Technology Park Specific Plan.
The Settlement Agreement, which is an exhibit to Attachment 1, commits the City to requiring any data center as part of Phase I of the Project to include specified mitigation measures related to building design, rooftop solar, construction measures, renewable energy, GHG mitigation funding, recycled water and biological mitigation.

The second resolution, Attachment 2, requires the City to conduct subsequent environmental review under CEQA in advance of or concurrently with any potential approval of a discretionary entitlement for any future warehouse/logistics center proposed as part of Phase II or III of the Project.

The settlement is consistent with the City's Sustainability Plan and provides additional certainty for Project implementation while aligning the Project with the City's environmental commitments.

ATTACHMENTS:

1. Resolution Authorizing the City Manager to Execute a Settlement Agreement with the Center for Biological Diversity

A. Exhibit A - Settlement Agreement

2. Resolution Requiring Subsequent Environmental Review under CEQA for Potential Future Phases of the Pittsburg Technology Park Specific Plan

Prepared by: Alison Spells, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute Settlement Agreement with the Center For Biological Diversity	)))	RESOLUTION NO. 25-

WHEREAS, on November 4, 2024, the City of Pittsburg certified an environmental impact report ("EIR") and approved certain entitlements ("Project Approvals") for the Pittsburg Technology Park Specific Plan ("Project") sought by Pittsburg Data Hub, LLC ("PDH") and AVAIO Digital Partners I, LLC ("ADP") on approximately 76 acres of land owned by PDH and located in the City, along the Contra Costa Canal; and

WHEREAS, the Project involves a phased, master planned development with three construction phases, with Phase I assumed to involve an approximately 347,000 square foot data center on approximately 22 acres, Phase II anticipated to involve an approximately 368,551 square foot development on approximately 29 acres, and Phase III anticipated to involve an approximately 392,567 square foot development on approximately 25 acres; and

WHEREAS, on December 2, 2024, the Center for Biological Diversity ("CBD") filed a lawsuit challenging the City's Project Approvals and certification of the Final EIR, alleging violations of the California Environmental Quality Act ("CEQA"), in an action entitled Center for Biological Diversity, et al. v. City of Pittsburg, et al., (Contra Costa County Superior Court Case No. N24-2162) (the "Lawsuit"); and

WHEREAS, the Parties to the Lawsuit have identified mutually agreeable terms to resolve and settle the claims in the Lawsuit, including mitigation for any potential data center constructed as part of Phase I of the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Settlement Agreement as substantially presented in Exhibit A to this Resolution, and authorizes the City Manager to approve minor, non-substantive amendments to the final Settlement Agreement.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 17th day of November 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____

Jelani Killings, Mayor

ATTEST BY:

____

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Subsequent Environmental Review	)	
Under CEQA for Potential Future	)	RESOLUTION NO. 25-
Phases of the Pittsburg Technology	)	
Park Specific Plan	)	

WHEREAS, on November 4, 2024, the City Council unanimously adopted Resolution 24-14560, which (1) certified the Final Program Environmental Impact Report ("Program EIR") for the Pittsburg Technology Park Specific Plan ("Project") and adopted the associated CEQA Findings of Fact and Mitigation Monitoring and Reporting Program ("MMRP"), and approved the Vesting Tentative Map for a Major Subdivision for the Project; and (2) waived a further reading, and passed to second reading, an ordinance assigning zoning of PD (Planned Development) District to properties located within the Pittsburg Technology Park Specific Plan Area and adopted the Project; and

WHEREAS, the Project involves a phased, master planned development with three construction phases, with Phase I "assumed" to involve a 347,000 square foot data center on 22 acres, Phase II involving a 368,551 square foot development on 29 acres, and Phase III involving a 392,567 square foot development on 25 acres; and

WHEREAS, the General Plan's land use designation of the Project site as "Employment Center Industrial" and the City's rezoning of the Project site to "Planned Development" allows for any Project phase to include high-traffic manufacturing and distribution warehouses or data centers, which have yet to be determined; and

WHEREAS, given the conceptual nature of future build out of the Plan Area described in the Specific Plan, the EIR prepared for the Project was a Program EIR, pursuant to the definition of Program EIR in CEQA Guidelines Section 15168; and

WHEREAS, the prior Resolution 24-14560 stated that additional environmental review under CEQA only "may be" required for future development projects depending on the project's consistency with the Specific Plan and the analysis in the Program EIR, as required under CEQA; and

WHEREAS, the City Council now proposes to adopt this Resolution addressing the environmental review for any future warehouse/logistics center proposed to occur in any phase of the Project.

NOW, THEREFORE, the City Council of the City of Pittsburg does hereby find, determine, conclude and resolve as follows:

Section 1. The City shall prepare or require an environmental impact report in advance of any potential approval of a discretionary entitlement for any future warehouse/logistics center for any phase of the Project, and shall not approve such entitlement until the environmental impact report has been or concurrently is certified. While subsequent environmental impact reports may incorporate by reference sections of the previously certified Program EIR, the City Council now directs that review of warehouse/logistics centers may not rely on the conclusions contained in the Program EIR. Rather, environmental analysis for any warehouse/logistics centers proposed and requiring discretionary approvals must specifically analyze a proposed warehouse/logistics project. The City shall not consider the impacts of a warehouse/logistics center to have been addressed, evaluated, or mitigated by the previously adopted EIR.

Section 2. The facts set forth in the Recitals of this Resolution are true and correct.

Section 3. The City Manager, or designee, is hereby authorized and directed to take all actions necessary or advisable to carry out this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption by the City Council.

Section 5. The City Clerk of the City of Pittsburg shall certify the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST BY:

____

Alice E. Evenson, City Clerk

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement ("Agreement") are the City of Pittsburg, California and the Pittsburg City Council ("City"); Pittsburg Data Hub, LLC ("Owner" or "PDH"); and AVAIO Digital Partners I, LLC ("ADP"); and the Center for Biological Diversity ("Center"). The City, PDH, ADP, and the Center may be referred to herein collectively as the "Parties" and individually as a "Party."[1]

RECITALS

WHEREAS, On November 4, 2024, the City of Pittsburg certified an environmental impact report ("EIR") and approved certain entitlements ("Project Approvals") for the Pittsburg Technology Park Specific Plan ("Project") sought by PDH on approximately 76 acres of land owned by PDH and located in the City along the Contra Costa Canal, as more particularly described in Exhibit 1, attached hereto ("Property"). PDH is the owner of the Property, the "Project Applicant" listed on the City's November 5, 2024, Notice of Determination for the Project, and the sole recipient of the Project Approvals;

WHEREAS, The Project involves a phased, master planned development with three construction phases, with Phase I "assumed" to involve an approximately 347,000 square foot data center on approximately 22 acres, Phase II anticipated to involve an approximately 368,551 square foot development on approximately 29 acres, and Phase III anticipated to involve an approximately 392,567 square foot development on approximately 25 acres, as described in Exhibit 1. "Phase I," "Phase II," and "Phase III," as used in this Agreement shall refer to the phases of the Project as further defined and described in Exhibit 1. The Project site's land use designation of "Employment Center Industrial" allows for any Project phase to include manufacturing and distribution warehouses or data centers, which have yet to be determined;

WHEREAS, On December 2, 2024, the Center filed a lawsuit challenging the City's Project Approvals and certification of the Final EIR, alleging violations of the California Environmental Quality Act ("CEQA"), in an action entitled *Center for Biological Diversity, et al. v. City of Pittsburg*, et al., (Contra Costa County Superior Court Case No. N24-2162) (the "Lawsuit");

WHEREAS, The Parties have now identified mutually agreeable terms to resolve and settle the claims in the Lawsuit, including enhanced mitigation for the Project's greenhouse gas ("GHG") impacts, air quality impacts, biological resources impacts, water and energy demand impacts, and noise impacts; as well as a resolution to be presented to and considered for adoption with City

[1] As used in this Agreement, a "Party" includes the officers, governing boards, agents, and employees of that Party. "Party" does not include the members of any membership organization that is a Party who are not also officers, members of the governing board, agents, or employees of the Party.

staff's recommendation by the City Council of the City to require future environmental review for warehouse/logistics uses during any Project phase;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Acknowledgement of Required Further Environmental Review.

1.1 Further Environmental Review. The Parties agree that future environmental review shall be required prior to any City approval of a discretionary entitlement required for any future warehouse/logistics center proposed as part of Phase II and Phase III of the Project. As described in more particularity in this Section below, City staff will present for the City Council's review and consideration, and with the recommendation of City staff for approval, a resolution requiring such future environmental review for any proposed warehouse/logistics center. Upon the Implementation Date, the Center agrees to dismiss and/or resolve the Lawsuit with prejudice.

1.2 Contingency and Implementation. This Agreement is effective immediately, but the Center's obligations are contingent upon the occurrence of the Implementation Date (defined below) and are immediately effective upon such date.

1.2.1 Future Review Resolution: The "Future Review Resolution" shall be the City's due and final adoption of a resolution substantially identical to the resolution attached to this Agreement as Exhibit 2. The Future Review Resolution would commit the City to preparing or requiring an environmental impact report to be certified in advance of or concurrently with any potential approval of a discretionary entitlement for any future warehouse/logistics center in any phase. The Future Review Resolution shall include: (1) a provision providing that, while subsequent environmental impact reports may incorporate by reference sections of the current EIR, the City may not rely on the current EIR's conclusions and must update each section to specifically analyze a proposed warehouse/logistics project; and (2) a provision that no potential impacts of a warehouse/logistics center are or will be considered by the City to be fully addressed, evaluated, or mitigated by the current EIR. The Parties acknowledge that Exhibit 2 as drafted satisfies these conditions.

1.2.2 Data Center NOD: The "Data Center NOD" shall be the City's due and final adoption of a MMRP for a Data Center Project (defined below), should that project be approved, that satisfies the City's permitting obligations set forth in Section 2 below.

1.2.3 Future Review Resolution Adoption Date: The "Future Review Resolution Adoption Date" shall be first to occur of: (i) 91 days following the City's adoption of the Future Review Resolution, provided there is no legal challenge to the City's adoption of the Future Review Resolution during the prior 90 days, or (ii) the final dismissal, adjudication, or resolution, without possibility of appeal, of any legal challenge to such Future Review Resolution filed within 90 days of its adoption that does not result in any amendment of the Future Review Resolution inconsistent with the terms of this Agreement.

1.2.4 Data Center NOD Date: The "Data Center NOD Date" shall be the first to occur of: i) 31 days following the City's adoption of a Notice of Determination for Data Center Project, provided there is no legal challenge to the City's adoption of the Data Center NOD during the prior 30 days, or (ii) the final dismissal, adjudication, or resolution, without possibility of appeal, of any timely legal challenge to such Data Center NOD that does not result in any amendment of the Data Center NOD inconsistent with the terms of this Agreement .

1.2.5 Implementation Date: The "Implementation Date" shall be the first date on which both the Future Review Resolution Adoption Date and the Data Center NOD Date have occurred.

1.3 Dismissal. Within 15 days of the Implementation Date, the City or Owner shall give the Center notice that the Implementation Date has passed. Within 15 days of such notice, the Center shall file a request to dismiss the Lawsuit with prejudice. The Parties shall cooperate with each other in good faith to take any and all actions necessary to accomplish these actions. The Parties agree that in that instance there shall be no "prevailing party" for purposes of Code of Civil Procedure Sections 1021.5 and 1032, and each agrees to bear its own costs of suit.

1.4 Failure of Conditions. Nothing in this Agreement will abrogate or impair the City's exercise of its police power. If the City does not adopt the Future Review Resolution in substantially identical form to the version attached to this Agreement as Exhibit 2, or if the City adopts the Future Review Resolution but then, as a result of a legal challenge to such Future Review Resolution filed within 90 days of its adoption, amends such Future Review Resolution in a way that is inconsistent with the terms of this Agreement, this Agreement shall be null and void, and none of the terms of this Agreement shall be binding on any Party.

2. The Phase I Data Center.

Any data center constructed as part of Phase I of the Project (such data center, the "Data Center Project") shall include all of the mitigation measures set forth in this Section 2 of the Agreement. In that case, Owner shall request, and the City shall ensure, that the following measures are incorporated into an enforceable Mitigation, Monitoring and Reporting Plan ("MMRP") for a Data Center Project[2], should such approval occur, and Owner shall adhere to these measures. These measures shall be enforceable by and through this Agreement, in addition to by and through the MMRP if a data center project is approved, except for Section 2.4 below, which would only be enforceable through the MMRP and Section 2.5, which shall only be enforceable through this Agreement. If a Data Center Project is approved, the MMRP also shall be enforceable prior to the issuance of any grading permits for Phase I of the Data Center Project.

2.1 Building Design. Owner will design and construct the Data Center Project in accordance with the most recent LEED Certified standards at the time of construction. Owner shall demonstrate that the Data Center Project has an average Power Usage Effectiveness of at least 1.27; has an average rack power rating range of 8 to 10 kilowatts or higher; and uses lighting control to reduce energy usage for new exterior lighting.

2.2 Rooftop Solar. Owner will construct and install on-site solar, with photovoltaic ("PV") coverage of: (1) 90% of undisturbed roof area, where the need for other mechanical equipment, safety & access corridors, productivity, or proximity to mechanical systems that may impact Power Usage Effectiveness performance do not preclude solar installation, and (2) 90% of on-site parking spaces, excluding locations where building shading makes PV energy generation unproductive, or state or local safety requirements prevent the construction of parking shade structures.

For purposes of this provision, the productive area for PV systems will be those meeting the minimum requirements of Reference Joint Appendix JA11 of the 2022 California Energy Code. PV sizing will not be less than the smaller of (1) the PV system size determined by

[2] For the avoidance of doubt, the MMRP would be adopted as part of project-level approvals by the City of Pittsburg, should these approvals occur, and will not result in any modification to the Specific Plan or its associated approvals and MMRP. The Center reserves the rights specified in Section 1.2 to withhold dismissal until the Implementation Date.

equation 140.10-A or (2) total of all solar access roof area multiplied by 14 W/SF. Owner will evaluate the solar access roof area for the building, and the solar access roof area will not include any area that has less than 70 percent annual solar access.

2.3 Construction Measures. During construction of Pittsburg Data Hub in Phase I, Owner will require the following:

(a) Require all generators, and all diesel-fueled off-road construction equipment greater than 75 horsepower, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. After either (1) the completion of grading or, (2) the completion of an electrical hookup at the site, whichever is first, require all generators and all diesel-fueled off-road construction equipment, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. An exemption from these requirements may be granted by the City in the event that Owner documents that equipment with the required tier is not reasonably available and corresponding reductions in criteria air pollutant emissions are achieved from other construction equipment.[3] Before an exemption may be considered by the City, Owner shall be required to demonstrate that at least two construction fleet owners/operators in the Pittsburg Region were contacted and that those owners/operators confirmed Tier 4 Final or better equipment could not be located within the Pittsburg Region. To ensure that Tier 4 Final construction equipment or better would be used during the proposed Data Center Project's construction, Owner shall include this requirement in applicable bid documents, purchase orders, and contracts. Successful contractors must demonstrate the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

(b) Provide electrical hook ups to the power grid as soon as available through the utility, rather than diesel-fueled generators, for contractors' electric construction tools, such as saws, drills and compressors. Should the requisite grid connection not be available, Tier IV generators may be used.

[3] For example, if a Tier 4 Final piece of equipment is not reasonably available at the time of construction and a lower tier equipment is used instead (e.g., Tier 4 interim), another piece of equipment could be upgraded from a Tier 4 Final to a higher tier (i.e., Tier 5) or replaced with an alternative-fueled (not diesel-fueled) equipment to offset the emissions associated with using a piece of equipment that does not meet Tier 4 Final standards.

(c) Use at least 20 percent of local or recycled building materials, in accordance with BAAQMD Best Management Practices.

(d) Limit idling times of 2 minutes or less.

(e) Require construction equipment to be turned off when not in use.

(f) Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11.

(g) All construction in Phase I, II, and III will comply with the standards set forth in the most recent California Green Building Standards Code in effect at the time each Data Center Project is approved.

(h) Use paints and architectural coatings for all interior painting that have volatile organic compound levels of less than 10 g/L.

2.4 GHG Renewable Commitment. Owner or customer shall participate in PG&E's Renewable Energy Program or other renewable energy program that accomplishes the same objective as the PG&E Renewable Energy Program for 100 percent carbon-free electricity, or (2) purchase renewable energy credits or similar instruments that accomplish the same goals of 100 percent carbon-free electricity. During operation, the Data Center Project owner or customer shall provide documentation to the director, or director's designee, of the City of Pittsburg Utility Department of initial enrollment and shall submit annual reporting to the director, or director's designee, of the City of Pittsburg Electric Utility Department documenting compliance.

2.5 GHG Mitigation Funding. Owner will pay a total of $750,000 ("Mitigation Grants Payment") to a foundation to be identified by the Center for Biological Diversity, which will distribute the funds via grant(s) to Open Opportunities, a 501(c)(3) nonprofit, or, if Open Opportunities is unwilling or unable to accept such grants, a similar nonprofit, for sustainability planning and regional climate resiliency projects, with a priority for projects benefitting disadvantaged communities within the City of Pittsburg. Final dispensation of this payment and/or project identified shall be consistent with the City of Pittsburg's Sustainability Plan GHG Emissions Reduction Goals. Fifty percent (50%) of the Mitigation Grants Payment shall be made within ninety (90) days from the date that Owner pulls the first building permit. The balance of the Mitigation Grants Payment shall be made within ninety (90) days from the initial issuance of a certificate of occupancy.

2.6 Electric Charging Infrastructure. During Phase I, Owner must ensure that at least 25 parking spaces are constructed and wired for future EV charging facilities (i.e., the parking spaces be

EV-Ready), with at least 15 parking spaces supplied with charging facilities at the completion of construction.

Following Phase II construction, Owner must ensure that at least 50% of all required parking places are constructed and wired for future EV charging facilities (i.e., the parking spaces be EV-Ready), with at least 25% of all required parking spaces supplied with charging facilities at the completion of construction.

2.7 Fugitive Dust Minimization. To ensure that fugitive dust impacts are minimized, Owner will implement the BAAQMD's recommended best management practices (BMPs) during the construction phase. These BMPs are incorporated into the design of the Data Center, and Owner will comply with the enumerated measures as filed with the California Energy Commission ("CEC") on February 29, 2024, modified only to the extent as may be required by the CEC.

2.8 Recycled Water. Owner will utilize recycled water as the sole source of water for process cooling and outdoor landscaping, absent a disruption in the utility's provision of an adequate supply of recycled water necessitating the use of non-recycled water.

2.9 Biological Mitigation. Owner will implement the enumerated project design measures (PDMs) related to biological resources as filed with the CEC on February 29, 2024, modified only to the extent as may be required by the CEC. These include the following measure for western pond turtle (Emys marmorata) protection.

(a) Western Pond Turtle Protection: Prior to the start of construction or operations and maintenance activities, Owner shall ensure that a qualified biologist approved by the City of Pittsburg Community Development Director conducts a pedestrian preconstruction survey of the Data Center Project site and adjacent suitable habitat for western pond turtles. The survey shall be conducted no more than 24 hours prior to the start of work and shall include walking the work area limits and interior and investigating all areas that could be used by the species. If western pond turtle individuals are found, the biologist shall relocate them to suitable habitat outside the disturbance area and far enough away that they would not be expected to return. If the biologist determines that it is warranted, exclusion measures shall be implemented to prevent individuals returning to the active work site.

(b) Western Burrowing Owl Protection:

Prior to the start of construction or operations and maintenance activities, Owner shall ensure that the following mitigation measures are in place:

(1) Surveys

A qualified (CDFW-approved) biologist will conduct planning surveys to identify suitable burrowing owl habitat within the Data Center Project site and a 1,625-foot-wide (500-meter-wide) buffer. The entirety of the Data Center Project site and lands legally accessible to the applicant will be surveyed on foot, using pedestrian survey transects and survey methodology per guidance in the 2012 Staff Report. Lands owned/controlled by others will be surveyed via spotting scope, to the extent feasible given existing topography, vegetation, and structures

The biologist will conduct preconstruction surveys of identified suitable habitat, consistent with East Contra Costa HCP/NCCP requirements, and taking into account additional guidance for determinations of presence/absence provided in the 2012 CDFW Staff Report.[4]

Western Burrowing Owl surveys will include breeding season surveys for nesting owls during the nesting season (February 1 to August 31) prior to the anticipated construction start date, and may additionally include surveys for wintering burrowing owls during the wintering season (September 1 to January 31). Preconstruction surveys for Western Burrowing Owl will also be conducted per the HCP/NCCP, no more than 30 days prior to the start of construction.

All surveys will be conducted by qualified (CDFW-approved) biologists as required by the HCP/NCCP.

(2) Buffers for Active Nests

If active Western Burrowing Owl nest burrows are identified during preconstruction surveys, they will be assessed on a case-by-case basis for distance to existing sources of disturbance (e.g., homes, roadways), and the level of existing disturbance (presence of existing visual/noise screening between burrow location and work area due to topography, vegetation, structures, etc.). This will provide a better understanding of how acclimated the nesting pair may be to disturbance, and whether there are inherent parameters that will reduce Data Center Project-related disturbance.

Assessment will also consider the type of habitat that would be affected in proximity to the nest if work proceeds, and the types of habitat that would remain.

[4] CDFW. (2012). Staff Report on Burrowing Owl Mitigation. Available at: https://files.ceqanet.opr.ca.gov/304181-1/attachment/qlVQskRBeoD6lL7K6oDAM_NdrgRs8NdjPbUaT99APSqfeMsDn4_xmadD7HhJBL9NXj6TNpUH4bl-7XWP0

This will help to ensure that nesting BUOW are not cut off from foraging opportunities as work proceeds.

Buffer widths will then be determined on a case-by-case basis, based on biologist recommendations in consideration of the factors above and informed by the guidance in the 2012 Staff Report.

Additionally, if active nests are identified during preconstruction surveys, a construction monitoring plan will be developed and submitted for approval by the East Contra Costa Habitat Conservancy, consistent with HCP/NCCP requirements; if multiple nests are identified, monitoring plans for each nest will be tailored to that nest's location and characteristics, per the factors above.

(3) Capping of Open Pipes, Culverts, Etc.

To prevent Western Burrowing Owls and other wildlife from sheltering or nesting in exposed material stored on the site, all pipes, culverts, hoses, and similar materials greater than two inches offering potential refuges for wildlife will, if stored for a period exceeding 1 week, be capped or securely covered to prevent wildlife entry; pipes will be thoroughly inspected for wildlife prior to capping/covering, to prevent wildlife entrapment, and will be re-inspected prior to use; and if stored for less than 1 week, be thoroughly inspected for the presence of Burrowing Owl and other special-status wildlife prior to use.

Inspections may be conducted by contractor staff trained by the Data Center Project biologist.

2.10 <u>Noise</u>. Owner will minimize offsite, sensitive receptor noise impacts by using noise mitigation elements. Specifically, Owner must reduce noise through acoustic louvers, insulated wall panels around generators, low noise fans on roof-mounted mechanical equipment, and rooftop screening.

Whenever feasible, locate or park all stationary construction equipment as far from sensitive receptors as possible and direct emitted noise away from sensitive receptors, provided Owner is always compliant with the noise code.

Owner must certify that construction equipment has properly operating and maintained mufflers.

3. <u>Mitigation for a Warehouse and/or Logistics Permitted Uses in Any Phase</u>.

Any discretionary approval for a warehouse and/or logistics project constructed as part of any phase of the Project (each such project, the "Warehouse/Logistics Project") shall include, as part of the required environmental review and MMRP, all of the mitigation measures set forth in this Section 3 of the Agreement. Owner shall request that the City incorporate these measures into the Mitigation, Monitoring and Reporting Plan ("MMRP") for the applicable Warehouse/Logistics Project, and Owner shall adhere to these Section 3 measures. These measures shall be enforceable by and through this Agreement, in addition to by and through the MMRP. Any approval of a discretionary entitlement which relies upon these mitigation measures shall occur, if at all, prior to the issuance of any grading permits for any phase of a Warehouse/Logistics Project.

3.1 <u>Rooftop Solar</u>. Owner must construct and install on-site solar, with photovoltaic ("PV") coverage of: (1) 90% of undisturbed roof area, where the need for other mechanical equipment, safety & access corridors, productivity, or proximity to mechanical systems that may impact Power Usage Effectiveness performance do not preclude solar installation, and (2) 90% of on-site parking spaces, excluding locations where building shading makes PV energy generation unproductive, or state or local safety requirements prevent the construction of parking shade structures.

For purposes of this provision, the productive area for PV systems will be those meeting the minimum requirements of Reference Joint Appendix JA11 of the 2022 California Energy Code. PV sizing will not be less than the smaller of (1) the PV system size determined by equation 140.10-A or (2) total of all solar access roof area multiplied by 14 W/SF. Owner will evaluate the solar access roof area for the building and solar access roof area and will not include any area that has less than 70 percent annual solar access.

3.2 <u>Construction Measures</u>. During construction of a warehouse/logistics center in Phase I, II, or III, Owner will require the following:

(a) Require all generators, and all diesel-fueled off-road construction equipment greater than 75 horsepower, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. After either (1) the completion of grading or, (2) the completion of an electrical hookup at the site, whichever is first, require all generators and all diesel-fueled off-road construction equipment, to be zero-emissions or equipped with CARB Tier IV-compliant engines (as set forth in Section 2423 of Title 13 of the California Code of Regulations) or better by including this requirement in applicable bid documents, purchase orders, and contracts with successful contractors. An exemption from these requirements may be granted by the City in the event that Owner documents that equipment with the required tier is not reasonably available and corresponding reductions in criteria air pollutant emissions are achieved from other construction equipment.[5] Before an exemption may be considered by the City, Owner shall be required to demonstrate that at least two construction fleet owners/operators in the Pittsburg Region were contacted and that those owners/operators confirmed Tier 4 Final or better equipment could not be located within the Pittsburg Region. To ensure that Tier 4 Final construction equipment or better would be used during the proposed Warehouse/Logistics Project's construction, Owner shall include this requirement in applicable bid documents, purchase orders, and contracts. Successful contractors must demonstrate the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

(b) Provide electrical hook ups to the power grid as soon as available through the utility, rather than diesel-fueled generators, for contractors' electric construction tools, such as saws, drills and compressors. Should the requisite grid connection not be available, Tier IV generators may be used.

(c) Use at least 20 percent of local or recycled building materials, in accordance with BAAQMD Best Management Practices.

(d) Limit idling times of 2 minutes or less.

(e) Require construction equipment to be turned off when not in use.

(f) Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11.

(g) All construction in Phase I, II, and III will comply with the standards set forth in the most recent California Green Building Standards Code in effect at the time each Warehouse/Logistics Project is approved.

(h) Use paints and architectural coatings for all interior painting that have volatile organic compound levels of less than 10 g/L.

3.3 Operation. During Warehouse/Logistics Project operation, Owner will comply with the following:

(a) All outdoor cargo handling equipment (including yard trucks, hostlers, yard goats, pallet jacks, forklifts, and landscaping equipment) shall be zero-emission vehicles. Each building shall include the necessary charging stations or other necessary

[5] For example, if a Tier 4 Final piece of equipment is not reasonably available at the time of construction and a lower tier equipment is used instead (e.g., Tier 4 interim), another piece of equipment could be upgraded from a Tier 4 Final to a higher tier (i.e., Tier 5) or replaced with an alternative-fueled (not diesel-fueled) equipment to offset the emissions associated with using a piece of equipment that does not meet Tier 4 Final standards.

infrastructure for cargo handling equipment. The building manager or their designee shall be responsible for enforcing these requirements.

(b) In anticipation of a transition to zero emissions truck fleets during the lifetime of the Warehouse/Logistics Project, install at least four heavy-duty truck vehicle charging stations on-site by 2035.

(c) Prior to certificate of occupancy, install conduit and infrastructure for Level 2 (or faster) electric vehicle charging stations on-site for employees for the percentage of employee parking spaces commensurate with Title 24 requirements in effect at the time of building permit issuance or charging stations equal to 50% of the total employee parking spaces in the building permit, whichever is greater.

(d) Install HVAC and/or HEPA air filtration systems in all warehouse facilities.

(e) Active warehouses must maintain enough electric vehicles (EVs), hydrogen, or other zero-emission vehicles during operation to account for at least 25% percent of their transport trucks.

(f) Include contractual language in tenant lease agreements requiring that any facility operator shall:

(1) Ensure that site enforcement staff in charge of keeping the daily log and monitoring for excess idling will be trained/certified in diesel health effects and technologies, for example, by requiring attendance at California Air Resources Board-approved courses (such as the free, one-day Course #512);

(2) Be required to train managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks. The building manager or their designee shall be responsible for enforcing these requirements;

(3) Be in, and monitor compliance with, all current air quality regulations for on-road trucks including CARB's Heavy-Duty (Tractor-Trailer) Greenhouse Gas Regulation, Periodic Smoke Inspection Program (PSIP), and the Statewide Truck and Bus Regulation.

3.4 Biological Mitigation. Owner will implement the enumerated project design measures (PDMs) related to biological resources as filed with the CEC on February 29, 2024, modified only to the extent as may be required by the CEC. These include the following:

(a) Western Pond Turtle Protection: Prior to the start of construction or operation and maintenance activities, Owner shall ensure that a qualified biologist approved by the City of Pittsburg Community Development Director conducts a pedestrian preconstruction survey of the Warehouse/Logistics Project site and adjacent suitable habitat for western pond turtle. The survey shall be conducted no more than 24 hours prior to start of work, and shall include walking the work area limits and interior and investigating all areas that could be used by the species. If western pond turtle individuals are found, the biologist shall relocate them to suitable habitat outside the disturbance area and far enough away that they would not be expected to return. If the biologist determines that it is warranted, exclusion measures shall be implemented to prevent individuals returning to the active work site.

(b) Western Burrowing Owl Protection:

Prior to the start of construction or operations and maintenance activities, Owner shall ensure that the following mitigation measures are in place:

(1) Surveys

A qualified (CDFW-approved) biologist will conduct planning surveys to identify suitable burrowing owl habitat within the Warehouse/Logistics Project site and a 1,625-foot-wide (500-meter-wide) buffer. The entirety of the Warehouse/Logistics Project site and lands legally accessible to the applicant will be surveyed on foot, using pedestrian survey transects and survey methodology per guidance in the 2012 Staff Report. Lands owned/controlled by others will be surveyed via spotting scope, to the extent feasible given existing topography, vegetation, and structures

Conduct preconstruction surveys of identified suitable habitat, consistent with East Contra Costa HCP/NCCP requirements, and taking into account additional guidance for determinations of presence/absence provided in the 2012 Staff Report.

Western Burrowing Owl surveys will include breeding season surveys for nesting owls during the nesting season (February 1 to August 31) prior to the anticipated construction start date, and may additionally include surveys for wintering burrowing owls during the wintering season (September 1 to January 31). Preconstruction surveys for Western Burrowing Owl will also be conducted per the HCP/NCCP, no more than 30 days prior to the start of construction.

All surveys will be conducted by qualified (CDFW-approved) biologists as required by the HCP/NCCP.

(2) Buffers for Active Nests

If active Western Burrowing Owl nest burrows are identified during preconstruction surveys, they will be assessed on a case-by-case basis for distance to existing sources of disturbance (e.g., homes, roadways), and the level of existing disturbance (presence of existing visual/noise screening between burrow location and work area due to topography, vegetation, structures, etc.). This will provide a better understanding of how acclimated the nesting pair may be to disturbance, and whether there are inherent parameters that will reduce Warehouse/Logistics Project-related disturbance.

Assessment will also consider the type of habitat that would be affected in proximity to the nest if work proceeds, and the types of habitat that would remain. This will help to ensure that nesting BUOW are not cut off from foraging opportunities as work proceeds.

Buffer widths will then be determined on a case-by-case basis, based on biologist recommendations in consideration of the factors above and informed by the guidance in the 2012 Staff Report.

Additionally, if active nests are identified during preconstruction surveys, a construction monitoring plan will be developed and submitted for approval by the East Contra Costa Habitat Conservancy, consistent with HCP/NCCP requirements; if multiple nests are identified, monitoring plans for each nest will be tailored to that nest's location and characteristics, per the factors above.

(3) Capping of Open Pipes, Culverts, Etc.

To prevent Western Burrowing Owls and other wildlife from sheltering or nesting in exposed material stored on the site, all pipes, culverts, hoses, and similar materials greater than two inches offering potential refuges for wildlife will, if stored for a period exceeding 1 week, be capped or securely covered to prevent wildlife entry; pipes will be thoroughly inspected for wildlife prior to capping/covering, to prevent wildlife entrapment, and will be re-inspected prior to use; and if stored for less than 1 week, be thoroughly inspected for the presence of Burrowing Owl and other special-status wildlife prior to use.

Inspections may be conducted by contractor staff trained by the Warehouse/Logistics Project biologist.

4. <u>General Provisions</u>.

4.1 <u>Non-Interference</u>. With respect to the Phase I Data Center (including associated infrastructure), the Center covenants not to challenge or oppose the implementation of the Data Center, which means, the Center shall not itself as a group, demand or object, nor advocate that any individual members object, or support (monetarily or otherwise) any other party in objecting, in any administrative, regulatory or legal proceeding (including any administrative hearing or proceeding, administrative appeal, arbitration, judicial challenge, referendum, initiative, or moratorium), nor take any action whatsoever that is intended to or would have the effect of delaying, impairing, prohibiting or interfering with any part or all of the development, construction, operation or decommissioning of the Data Center (including associated infrastructure), permitting approval or authorization thereof, so long as Owner, or its permitted assignee remains in substantial compliance with the terms of this Agreement and the City's, or any other governing agencies' required approvals. For the avoidance of doubt, this includes the California Energy Commission (CEC), as well any subsequent City approvals to implement the Data Center, such as a development agreement, which development agreement does not prevent the Data Center from remaining in substantial compliance with the terms of this Agreement.

Nothing in this Agreement shall prevent the Center from litigating or contesting a subsequent application for substantial changes to the Project or the EIR, or from engaging in, commenting on, and/or opposing approval of Phases 2 and 3 of the Project described in the Environmental Impact Report.

Further, nothing in this Agreement prohibits the Center from commenting on, supporting, and/or opposing proposed actions by any governmental authority that is generally applicable and not directly related to the development of the Project, even though such proposed agency actions may have an impact on the Project, due to the general applicability of such proposed actions by any Governmental Authority. Examples of governmental actions of general applicability that the Center is free to comment on, support and/or oppose include but are not limited to rules promulgated by local air district related to emissions; regulations promulgated by California agencies related to emissions; approvals for regional transportation plans; approvals of urban water management plans; listing decisions for threatened and endangered species; and the regulation of industrial equipment.

In the event that Owner or the City believes the Center to be in violation of its obligations under this Section 4.1, Owner shall provide the Center with written notice of any alleged breach of this term, and if there is a breach, the Center shall have thirty (30) days from the date notice is given to cure the breach. Specific performance is the sole remedy for any breach of this Section 4.1. If the Center does not cure the breach within 30- days, and (a) Owner brings a court action to enforce this Section 4.1, (b) the court issues a final judgement finding the Center to be in material breach of this Section 4.1, that shall fully excuse Owner and City from performing any remaining obligations under this Agreement.

4.2 Release of Claims. Except for the obligations provided herein, the Center does, and agrees to cause each of its representatives, agents, attorneys, successors and assigns to, hereby unconditionally release, acquit and forever discharge the City, the Owner, and each of its representatives, attorneys, agents, successors and assigns from any and all claims, demands, injuries, actions, causes of action, either at law or in equity or of any kind, nature or description, known or unknown, which the Center has had in the past or has up through the date of this Agreement against the City or Owner arising out of, based upon, or relating directly to the City's approval of the Project.

Accordingly, the Center hereby waives the provision of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing Party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released Party.

4.3 Conflicts. The commitments to the terms and conditions for the Data Center represent the best efforts by Owner to commit to specific design and mitigation measures. However, to the extent that the CEC, or any other government agency having jurisdiction, mandates a design or mitigation measure that conflicts with this Agreement, the CEC or government mandate will supersede and will govern, and the Parties agree that compliance with the superseding requirement will not be a breach of this Agreement. Owner agrees to provide a copy of the Agreement to any government agency having jurisdiction over the Project who may mandate a design or mitigation measure that conflicts with this Agreement and attempt to work with such agency to reconcile such mandates with this Agreement such that they do not conflict.

4.4 Successorship and Survivability. Owner shall have the right at any time, without need for the Center's prior consent, to assign or convey all or any portion of this Agreement to an assignee or assignees, on an exclusive or nonexclusive basis, or to mortgage or collaterally assign all or any part of its interest in this Agreement and its rights hereunder to any entity without the consent of the Center.

This Agreement is and shall be binding and legally effective upon (i) any successor to Owner, whether by merger, consolidation, acquisition or otherwise, and (ii) any person or entity that acquires all or any portion of Owner's right, title or interest in all or any portion of the Project whether by sale, lease, or other transfer, or contribution to partnership, joint venture or other entity. Any transaction described in (i) or (ii) shall include an express assumption of the obligations and undertakings of Owner in this Agreement, including this successorship provision. Within sixty (60) days following the close of any transaction described in (i) or (ii), Owner shall provide the Center with written notice thereof and an original, executed assumption of this Agreement by the successor entity.

The Parties agree that Owner shall be released from all obligations under this Agreement with respect to all or any portion of the Project and shall have no liability for any breach of this Agreement by a successor, upon the Center's receipt of a fully executed express assumption of the obligations and undertakings of Owner in this Agreement by a successor entity that has acquired Owner's right, title or interest in the Project as set forth in this Successorship and Survivability clause.

4.5 No Admission. It is understood and agreed that this settlement is the compromise of disputed claims, and that the terms and conditions recited hereinabove are not to be construed as an admission of liability on the part of the Parties hereby released, and that said Parties deny liability therefore and intend merely to avoid litigation.

4.6 Entire Agreement. This Agreement contains all representations and the entire understanding among the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, and whether written or oral, are intended to be replaced in total by this Agreement. Each Party warrants and represents that no representative of any other Party has made any oral representations or oral agreements not contained in this Agreement. Each Party further warrants and represents that it has not relied upon any oral statements or promises made by any representative of any other Party to this Agreement in executing this Agreement.

4.7 Counterparts. This Agreement may be executed in counterparts and each counterpart when executed shall have the efficacy of a signed original. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, electronic mail in "portable data format" form, or by DocuSign or similar system shall have the same effect as physical delivery of the paper document bearing the original signature.

4.8 Stay and Effective Date. The Parties intend to jointly apply for, and obtain, an order of the court staying proceedings in the Lawsuit until 31 days after the Implementation Date. The effective date of this Agreement shall be the date, after the last Party to sign the Agreement has executed its signature (the "Effective Date".) If the Court has not entered a stay of proceedings in this Lawsuit consistent with this section within 60 days after the last Party has executed the Agreement, the Parties shall meet and confer.

4.9 Severability. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be severable from the remainder of the Agreement and shall not cause the invalidity or unenforceability of the balance of the Agreement.

4.10 Joint Preparation. This Agreement shall be deemed to have been jointly prepared by the Parties and shall not be construed against any Party in the event of any claimed uncertainty or ambiguity. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.

4.11 No Third Parties. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have or acquire any right or action based upon any provisions of this Agreement. There are no intended third-party beneficiaries.

4.12 Warranty of Authority. The Parties, and each of them, represent and warrant to the other Parties hereto that the individual signatories to this Agreement have authority to execute this Agreement and to release claims as outlined by this Agreement, on behalf of themselves and the entities on whose behalf they purport to act, and have obtained all necessary approvals. Each Party executing the Settlement Agreement represents and warrants that no other person or entity had, nor now has, any interest in any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and to deliver and receive the settlement consideration specified herein; and that each Party has not sold, assigned, transferred, conveyed, hypothecated or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

4.13 Amendment. No amendment to this agreement shall be permitted, except by the mutual written consent of the Parties.

4.14 Notice. All notices required under this Agreement must be in writing, and may be given either personally, by overnight delivery by nationally recognized overnight courier service or by email. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Parties hereto, designate any other person or address in substitution of the address to which such notice shall be given. Such notices shall be given to the Parties at their addresses set forth below:

If to the City:	If to Owner and/or ADP:
Jordan Davis Director, CEDD and PPC City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 jdavis@pittsburgca.gov	Mark McComiskey Partner AVAIO Management, LP 107 Elm St – Suite 501 Stamford, CT 06902 Mark.McComiskey@avaiocapital.com
With a copy to: Donna Mooney City Attorney, City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 jdavis@pittsburgca.gov (925) 252-4007 dmooney@pittsburgca.gov	With a copy to: Andrew B. Sabey Cox, Castle & Nicholson LLP 50 California Street, Suite 3200 San Francisco, CA 94111 (415) 262-5103 asabey@coxcastle.com

If to the Center:
Meredith Stevenson Center for Biological Diversity 2100 Franklin St., Suite 375 Oakland, CA 94612 (510) 844-7100 mstevenson@biologicaldiversity.org
With a copy to: Theresa Rettinghouse Center for Biological Diversity 2100 Franklin St., Suite 375 Oakland, CA 94612 (510) 844-7100 trettinghouse@biologicaldiversity.org

4.15 Applicable Law. This Settlement Agreement shall be construed an interpreted in accordance with the laws of the State of California.

4.16 Cooperation. The Parties to this Settlement Agreement will cooperate in all manners necessary to effectuate the terms of this Settlement Agreement including, but not limited to, executing all necessary documents.

4.17 No Waiver on Delay or Failure to Perform. Unless otherwise expressly provided in this Agreement, no waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to either Party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a Party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant, or condition.

4.18 No Monetary Damages. Except to the extent this Agreement expressly obligates a Party to pay money, including attorneys' fees and costs, no Party shall seek or be entitled to any monetary damages in the event of any breach or default under this Agreement. If any action, or proceeding is brought to enforce the terms of this Agreement, the Party prevailing in that action or proceeding shall be entitled to recover from the Party not prevailing all of its reasonable costs, expenses, and attorneys' fees incurred therein.

4.19 Compliance with Laws. This Settlement Agreement is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Developer is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits, and Developer's compliance with this Settlement Agreement shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The People do not, by consent to the entry of this Settlement Agreement, warrant or aver in any manner that Developer's compliance with any aspect of this Settlement Agreement will result in compliance with provisions of State or local laws, regulations, or permits.

4.20 Captions. The captions/titles of the various Sections in this Agreement are for convenience and organization only and are not intended to be any part of the body of this Agreement, nor are they intended to be referred to in construing the provisions of this Agreement.

4.21 Exhibits. All exhibits referenced in this Agreement are attached hereto and made a part of and incorporated herein.

4.22 Days. Except as otherwise noted, all references to days shall be to calendar days.

4.23 Joint Obligation. The obligations imposed by this Agreement upon the entities that comprise "Developer" shall be joint and several.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed one or more copies of this Agreement as of the Effective Date.

PITTSBURG DATA HUB, LLC:

By: ____________________________
Name: Mark McComiskey
Title: President

AVAIO DIGITAL PARTNERS I, LLC:
By: AVAIO Digital Management, LLC, its Manager

By: ____________________________
Name: Mark McComiskey
Title: President

CITY OF PITTSBURG AND CITY COUNCIL OF THE CITY OF PITTSBURG:

By: ____________________________
Name: ____________________________
Title: ____________________________

APPROVED AS TO FORM:

CITY OF PITTSBURGH AND
CITY COUNCIL OF THE CITY OF PITTSBURGH:

OFFICE OF THE CITY ATTORNEY

By: ____________________________
Name: Donna R. Mooney
Title: City Attorney

CENTER FOR BIOLGICAL DIVERSITY

By:_______________________

Name: ____________________

Its:_______________________

Exhibit 1

Tentative Map

VESTING TENTATIVE SUBDIVISION MAP

TRACT NO. XXXXXX

FOR

PITTSBURG TECHNOLOGY CENTER
2232 GOLF CLUB ROAD, PITTSBURG, CA 94565

PROJECT DATA

OWNER: JOE HUBBARD
AVAIO DIGITAL PARTNERS
107 ELM STREET, 5TH FLOOR SUITE 501
STAMFORD, CT 06902

APPLICANT: JOE HUBBARD
AVAIO DIGITAL PARTNERS
107 ELM STREET, 5TH FLOOR SUITE 501
STAMFORD, CT 06902

MAP PREPARED BY: RYAN BERNAL, PE
KIMLEY–HORN AND ASSOCIATES, INC.
2121 S EL CAMINO REAL, SUITE 550
SAN MATEO, CA 94403
(650) 285–2115
RYAN.BERNAL@KIMLEY–HORN.COM

EXISTING ZONING: OS OPEN SPACE

PROPOSED ZONING: ECI EMPLOYMENT CENTER INDUSTRIAL

EXISTING LAND USE: FORMER GOLF COURSE, OPEN SPACE

PROPOSED LAND USE: DATA CENTER

THIS TENTATIVE MAP WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT FOR 2232 GOLF CLUB ROAD, PREPARED BY OLD REPUBLIC TITLE COMPANY DATED DECEMBER 26 TH, 2023 ORDER NUMBER 0114003191.1–SH, AND BY NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY

FLOOD ZONE NOTE: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR CONTRA COSTAL COUNTY, CALIFORNIA, AS BEING LOCATED IN FLOOD ZONE "X". ACCORDING TO FEMA, THE DEFINITION OF ZONE "X" IS : AREAS OF MINIMAL FLOOD HAZARD.

BENCHMARK: NAVD 88 BASED ON OBSERVATIONS TO NGS MONUMENT HONKER BAY (PID–AA3823)

BASIS OF BEARINGS: THE BASIS OF BEARINGS IS NAD83 CALIFORNIA COORDINATE SYSTEM ZONE 3, ESTABLISHED FROM OBSERVATIONS AND CALIBRATING TO FOUND NGS MONUMENTS (PID AA3823, PID JS1865 AND PID DE8493), THE DISTANCES SHOWN HEREON ARE GROUND MEASUREMENTS.

ADDITIONAL EASEMENTS MAY BE NECESSARY, ANY ADDITIONAL EASEMENT REQUIREMENTS WILL BE DETERMINED AS THE PROJECT EVOLVES.

EASEMENTS TO BE DEDICATED ON THE FINAL MAP OR BY SEPARATE INSTRUMENT.

SUBJECT TO PROJECT CC&RS TO BE RECORDED BY SEPARATE INSTRUMENT.

THE SITE IS CURRENTLY 5 LOTS AND WILL BE SUBDIVIDED INTO 17 LOTS. THE OWNER INTENDS TO FILE MULTIPLE FINAL MAPS.

THIS MAP SHOWS TWO OPTIONS, EITHER OPTION CAN BE SELECTED DURING DEVELOPMENT OF THE PROJECT PRIOR TO RECORDATION OF THE FINAL MAP FOR THE LAST PHASE OF THE PROJECT.

LEGEND

CENTER LINE
PROPERTY LINE
RIGHT–OF–WAY LINE
DEDICATION LINE

UTILITY PURVEYORS

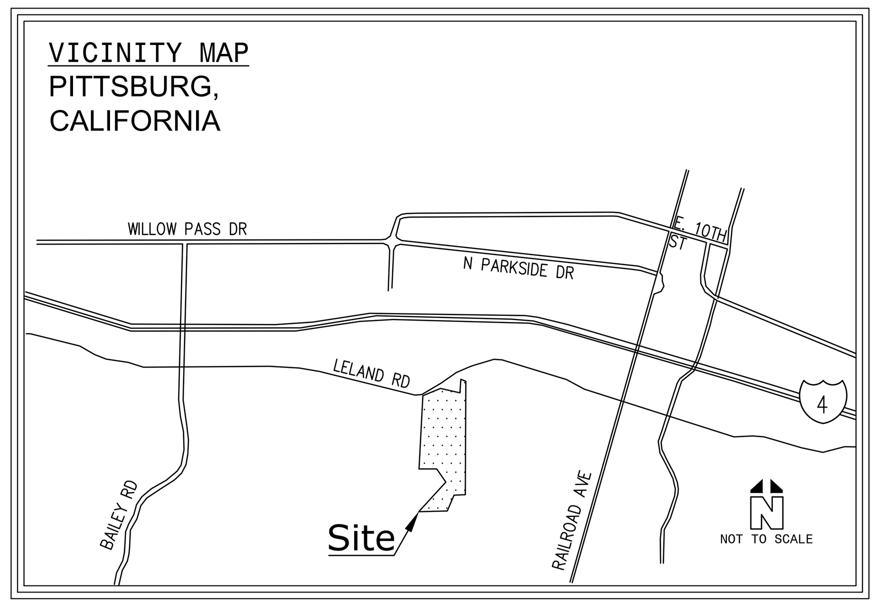
WATER
CITY OF PITTSBURG
65 CIVIC AVENUE,
PITTSBURG, CA 94565
(925)–252–4242

GAS
PACIFIC GAS AND ELECTRIC (PG&E)
2111 HILLCREST AVE,
ANTIOCH, CA 94509
(415) 973–1000

SEWER
CITY OF PITTSBURG
65 CIVIC AVENUE,
PITTSBURG, CA 94565
(925)–252–4242

ELECTRIC
PACIFIC GAS AND ELECTRIC (PG&E)
2111 HILLCREST AVE,
ANTIOCH, CA 94509
(415) 973–1000

AT&T
124 E EL CAMINO REAL
SUNNYVALE, CA 94087
(800) 944–0447



SHEET INDEX

SHEET NUMBER	SHEET TITLE
TM1.0	COVER SHEET
TM2.0	EXISTING CONDITIONS
TM3.0	SITE PLAN AND PARCELIZATION PLAN – OPTION 1
TM3.1	SITE PLAN AND PARCELIZATION PLAN – OPTION 2
TM4.0	CONCEPTUAL GRADING & STORMWATER MANAGEMENT PLAN – OPTION 1
TM4.1	CONCEPTUAL GRADING & STORMWATER MANAGEMENT PLAN – OPTION 2
TM5.0	CONCEPTUAL UTILITY PLAN – OPTION 1
TM5.1	CONCEPTUAL UTILITY PLAN – OPTION 2

LEGAL DESCRIPTION PER TITLE REPORT

TRACT ONE:

PARCEL A AS SHOWN ON PARCEL MAP MS 677–05 FILED JUNE 10, 2005, IN BOOK 193 OF PARCEL MAPS, PAGE 39, CONTRA COSTA, COUNTY RECORDS. APN: 095–150–032

TRACT TWO:

PARCEL ONE:
BEGINNING AT THE SOUTHWEST CORNER OF THE 13.92 ACRE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL VI IN THE DEED FROM C.A. HOOPER & CO. TO PACIFIC GAS AND ELECTRIC COMPANY, DATED DECEMBER 27, 1951 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF CONTRA COSTA IN BOOK 1872 OF OFFICIAL RECORDS AT PAGE 189 AN RUNNING THENCE NORTH 0° 10' EAST, ALONG THE WESTERLY BOUNDARY LINE OF SAID 13.92 ACRE PARCEL OF LAND (MISSING DISTANCE CALL ON TITLE REPORT); THENCE SOUTH 73° 11 1/2' EAST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID 13.92 ACRE PARCEL OF LAND, 182.03 FEET; THENCE SOUTH 0° 19 1/2' WEST 718.40 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID 13.92 ACRE PARCEL OF LAND; THENCE SOUTH 89° 50' WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 172.41 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; BEING A PORTION OF RANCHO LAS MEDANOS.

PARCEL TWO:
A RIGHT OF WAY FOR A ROAD FOR INGRESS TO AND EGRESS FROM PARCEL ONE WITHIN THE STRIP OF LAND DESCRIBED AS FOLLOWS, TO WIT:

A STRIP OF LAND OF THE UNIFORM WIDTH OF 60 FEET EXTENDING FROM THE EASTERLY BOUNDARY LINE OF SAID 13.92 ACRE PARCEL OF LAND WESTERLY TO THE EASTERLY BOUNDARY LINE OF PARCEL ONE HEREIN BEFORE DESCRIBED, AND LYING EQUALLY ON EACH SIDE OF THE LINE WHICH BEGINS AT A POINT IN THE EASTERLY BOUNDARY LINE OF SAID 13.92 ACRE PARCEL OF LAND FROM WHICH THE SOUTHEAST CORNER OF SAID 13.92 ACRE PARCEL OF LAND BEARS SOUTH 0° 19 1/2' WEST 263.0 FEET DISTANT AND RUNS THENCE SOUTH 89° 50' WEST, PARALLEL WITH THE SOUTHERLY BOUNDARY LINE OF SAID 13.92 ACRE PARCEL OF LAND, 800 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY LINE.

APN: 095–160–001

TRACT THREE:
LOTS 1, 2 AND 3, AND THE SOUTHEAST 1/4 (ONE–FOURTH) OF THE NORTHWEST 1/4 (ONE–FOURTH) OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM:
1. THAT PARCEL OF LAND CONTAINING 11.42 ACRES, MORE OR LESS, DESCRIBED IN THE DEED FROM JOHN FAHY, ET U, TO UNITED STATES OF AMERICA, DATED APRIL 26, 1938 AND RECORDED MAY 12, 1938 IN VOLUME 448 OF OFFICIAL RECORDS, AT PAGE 388, AS FOLLOWS:

"BEGINNING ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, DISTANT THEREON NORTH 0° 16' EAT 975.7 FEET FROM GRANT CORNER NUMBER 5 OF THE RANCHO LOS MEDANOS AT THE CENTER OF SAID SECTION 19; THENCE FROM SAID POINT OF BEGINNING SOUTH 0° 16' WEST 63.3 FEET, ALONG SAID EAST LINE; THENCE NORTH 71° 11' WEST 1526.9 FEET; THENCE ON A CURVE TO THE RIGHT (TANGENT TO THE PRECEDING COURSE) WITH A RADIUS OF 180 FEET, A DISTANCE OF 169.2 FEET; THENCE NORTH 17° 19' WEST 462.4 FEET; THENCE ON A CURVE TO THE LEFT (TANGENT TO THE PRECEDING COURSE) WITH A RADIUS OF 60 FEET, A DISTANCE OF 54.8 FEET; THENCE NORTH 69° 36' WEST 486.3 FEET; THENCE SOUTH 89° 52' WEST 100.00 FEET; THENCE MORE OR LESS, TO THE MOUNT MERIDIAN, WHICH IS THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH 0° 08' WEST 365.8 FEET, MORE OR LESS, ALONG SAID MERIDIAN TO GRANT CORNER NUMBER 7 OF THE RANCHO LOS MEDANOS, WHICH IS THE NORTHWEST CORNER OF SAID SECTION 19; THENCE NORTH 89° 44' EAST 101.0 FEET, ALONG SAID LINE; THENCE SOUTH 0° 16' EAST 100.0 FEET; THENCE SOUTH 25° 44' EAST 135.6 FEET; THENCE SOUTH 52° 47' EAST 103.7 FEET; THENCE SOUTH 69° 36' EAST 457.8 FEET; THENCE SOUTH 17° 19' EAST 542.3 FEET; THENCE SOUTH 49° 04' EAST 106.2 FEET; THENCE SOUTH 71° 11' EAST 600.0 FEET; THENCE SOUTH 78° 02' EAST 503.6 FEET; THENCE SOUTH 66° 55' EAST 268.8 FEET; MORE OR LESS, TO THE EAST LIEN OF SAID NORTHWEST QUARTER OF SECTION 19; THENCE SOUTH 0° 16' WEST 126.6 FEET, MORE OR LESS, ALONG SAID LINE TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:
THAT PORTION THEREOF DESCRIBED IN THE DEED TO PACIFIC GAS AND ELECTRIC COMPANY RECORDED SEPTEMBER 19, 1952, BOOK 1994, PAGE 129

ALSO EXCEPTING THEREFROM:
THAT PORTION THEREOF DESCRIBED IN THE DEED TO THE CITY OF PITTSBURG RECORDED DECEMBER 8, 1960, BOOK 3759, OFFICIAL RECORDS, PAGE 1

ALSO EXCEPTING THEREFROM:
THAT PORTION THEREOF LYING SOUTHERLY OF THE NORTHEASTERLY BOUNDARY LINE OF THE CONTRA COSTA CANAL.
APN: 095–160–002

NOTE: TITLE REPORT REFLECTIVE OF CURRENT PARCELIZATION AND WILL BE UPDATED TO REFLECT MAP WAIVER FOR LOT LINE ADJUSTMENT PMW 24–01 (DOC 2024–0070057)

No.	REVISIONS	DATE	BY

Kimley»Horn
2121 S EL CAMINO REAL SUITE 550, SAN MATEO, CA 94403
PHONE: 650–262–3882
WWW.KIMLEY–HORN.COM

KHA PROJECT
DATE 08/28/2024
SCALE AS SHOWN
DESIGNED BY: RKB
DRAWN BY: JRT
CHECKED BY: AV

VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

COVER SHEET

SHEET NUMBER
TM1.0

LEGEND

SUBJECT PROPERTY LINE
ADJACENT PROPERTY LINE
CENTER LINE
EASEMENT LINE TO BE QUITCLAIMED
EASEMENT LINE TO REMAIN
RIGHT OF WAY
EXISTING TREE, WITH TREE NUMBER, SEE TREE TABLE
EXISTING CONTOURS

ABBREVIATIONS

AC – ACRES
APN – ASSESSOR PARCEL NUMBER
L – LENGTH
℗ – PROPERTY LINE
SF – SQUARE FEET
R – RADIUS

TITLE REPORT EXCEPTIONS

4 AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING. INSTRUMENT: DEED. GRANTED TO: FEDERAL ENGINEERING COMPANY. FOR: A SINGLE LINE OF POLES FOR TELEGRAPH OR TELEPHONE LINES AND INCIDENTAL PURPOSES. RECORDED: DECEMBER 26, 1930 IN BOOK 257 OF OFFICIAL RECORDS, PAGE 216. AFFECTS: A PORTION OF THE PREMISES. AND AS MODIFIED BY AN INSTRUMENT, RECORDED AUGUST 24, 1939 IN BOOK 519 OF OFFICIAL RECORDS, PAGE 79. AND AS MODIFIED BY AN INSTRUMENT, RECORDED AUGUST 24, 1939 IN BOOK 519 OF OFFICIAL RECORDS, PAGE 79.

5 COVENANTS, CONDITIONS AND RESTRICTIONS WHICH DO NOT CONTAIN EXPRESS PROVISION FOR FORFEITURE OR REVERSION OF TITLE IN THE EVENT OF VIOLATION, BUT OMITTING ANY COVENANTS OR RESTRICTION IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER TITLE 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS PROVIDED IN AN INSTRUMENT.

ENTITLED: QUITCLAIM DEED. EXECUTED BY: UNITED STATES OF AMERICA. RECORDED: DECEMBER 8, 1960 IN BOOK 3759 OF OFFICIAL RECORDS, PAGE 1. SAID COVENANTS, CONDITIONS AND RESTRICTIONS DO CONTAIN EXPRESS PROVISIONS FOR FORFEITURE OR REVERSION OF TITLE IN THE EVENT OF VIOLATION. AGREEMENT EXTENDING TERMS, CONDITIONS AND RESTRICTIONS OF DEED, RECORDED APRIL 28, 1975, BOOK 7485, PAGE 918, OFFICIAL RECORDS. AGREEMENT EXTENDING TERMS, CONDITIONS AND RESTRICTIONS OF DEED, RECORDED FEBRUARY 11, 1986, BOOK 12739, PAGE 247, OFFICIAL RECORDS.

6 AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING: INSTRUMENT: DEED. GRANTED TO: HERBERT B. ELWORTHY, ET AL. FOR: ROAD PURPOSES. RECORDED: MAY 9, 1960 IN BOOK 3615 OF OFFICIAL RECORDS, PAGE 546. AFFECTS: A PORTION OF THE PREMISES.

7 AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING INSTRUMENT : DEED. GRANTED TO: CITY OF PITTSBURG. FOR: ROAD PURPOSES. RECORDED: DECEMBER 8, 1960 IN BOOK 3759 OF OFFICIAL RECORDS, PAGE 1. AFFECTS : A PORTION OF THE PREMISES.

13 AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING: INSTRUMENT : DEED. GRANTED TO: FEDERAL ENGINEERING COMPANY. FOR: A SINGLE LINE OF POLES FOR TELEGRAPH OR TELEPHONE LINES AND INCIDENTAL PURPOSES. RECORDED: DECEMBER 26, 1930 IN BOOK 257 OF OFFICIAL RECORDS, PAGE 216. AFFECTS: A PORTION OF THE PREMISES

19 AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING: INSTRUMENT: INDENTURE. GRANTED TO: CITY OF PITTSBURG, A MUNICIPAL CORPORATION AND STANDARD PACIFIC GAS LINE INCORPORATED, A CORPORATION. FOR: SINGLE LINE OF POLES AND RIGHT OF WAY. DATED: JULY 6, 1953. RECORDED: IN BOOK 2261 OF OFFICIAL RECORDS, PAGE 564 UNDER RECORDER'S SERIAL NUMBER 4926. AFFECTS: PARCEL 5.

26 COVENANTS, CONDITIONS AND RESTRICTIONS WHICH DO NOT CONTAIN EXPRESS PROVISION FOR FORFEITURE OR REVERSION OF TITLE IN THE EVENT OF VIOLATION, BUT OMITTING ANY COVENANTS OR RESTRICTION IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER TITLE 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS PROVIDED IN AN INSTRUMENT.
ENTITLED: QUITCLAIM DEED. EXECUTED BY : UNITED STATES OF AMERICA. RECORDED: DECEMBER 8, 1960 IN BOOK 3759 OF OFFICIAL RECORDS, PAGE 1. SAID COVENANTS, CONDITIONS AND RESTRICTIONS DO CONTAIN EXPRESS PROVISIONS FOR FORFEITURE OR REVERSION OF TITLE IN THE EVENT OF VIOLATION.AGREEMENT EXTENDING TERMS, CONDITIONS AND RESTRICTIONS OF DEED, RECORDED APRIL 28, 1975, BOOK 7485, PAGE 918, OFFICIAL RECORDS. AGREEMENT EXTENDING TERMS, CONDITIONS AND RESTRICTIONS OF DEED, RECORDED FEBRUARY 11, 1986, BOOK 12739, PAGE 247, OFFICIAL RECORDS.

27 AN EASEMENT AFFECTING THAT PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN AND INCIDENTAL PURPOSES AS PROVIDED IN THE FOLLOWING INSTRUMENT : DEED. GRANTED TO : CITY OF PITTSBURG. FOR: ROAD PURPOSES. RECORDED : DECEMBER 8, 1960 IN BOOK 3759 OF OFFICIAL RECORDS, PAGE 1. AFFECTS : A PORTION OF THE PREMISES.

NOTE

1. PARCELIZATION SHOWN IS REFLECTIVE OF PARCEL MAP WAIVER FOR LOT LINE ADJUSTMENT PMW 24-01 (DOC 2024-0070057)

TREE TABLE

Tree #	Common Name	Botanical Name	DBH (in.)
1	Balckwood Acacia	Acacia Melanoxylon	19.7
2	Mexican Fan Palm	Washingtonia robusta	17
3	Mexican Fan Palm	Washingtonia robusta	19
4	Italian Stone Pine	Pinus pinea	35[1]
5	Italian Stone Pine	Pinus pinea	47[1]
6	Mexican Fan Palm	Washingtonia robusta	25
7	Black Cottonwood	Populus trichocarpa	45[2]
8	Mexican Fan Palm	Washingtonia robusta	18.7
9	Aleppo Pine	Pinus halepensis	17.9
10	Aleppo Pine	Pinus halepensis	24.5[2]
11	Aleppo Pine	Pinus halepensis	19.7
12	Aleppo Pine	Pinus halepensis	18.8[1]
13	Italian Stone Pine	Pinus pinea	32.7
14	Italian Stone Pine	Pinus pinea	23.3, 13
15	Italian Stone Pine	Pinus pinea	19
16	Italian Stone Pine	Pinus pinea	32[1]
17	Italian Stone Pine	Pinus pinea	25
18	Italian Stone Pine	Pinus pinea	32
19	Silver Dollar Eucalyptus	Eucalyptus polyanthemos	14.8
20	Silver Dollar Eucalyptus	Eucalyptus polyanthemos	18.7
21	Silver Dollar Eucalyptus	Eucalyptus polyanthemos	21.2
22	Silver Dollar Eucalyptus	Eucalyptus polyanthemos	12.3, 15
23	Silver Dollar Eucalyptus	Eucalyptus polyanthemos	25.5
24	Stone Pine	Pinus pinea	31.3[1]
25	Silver Dollar Eucalyptus	Eucalyptus polyanthemos	Multi-stemmed

TREE REMOVALS

THE FOLLOWING TREES WILL BE REMOVED: 1 THROUGH 38, 42 THROUGH 64, 66, 69, 70.

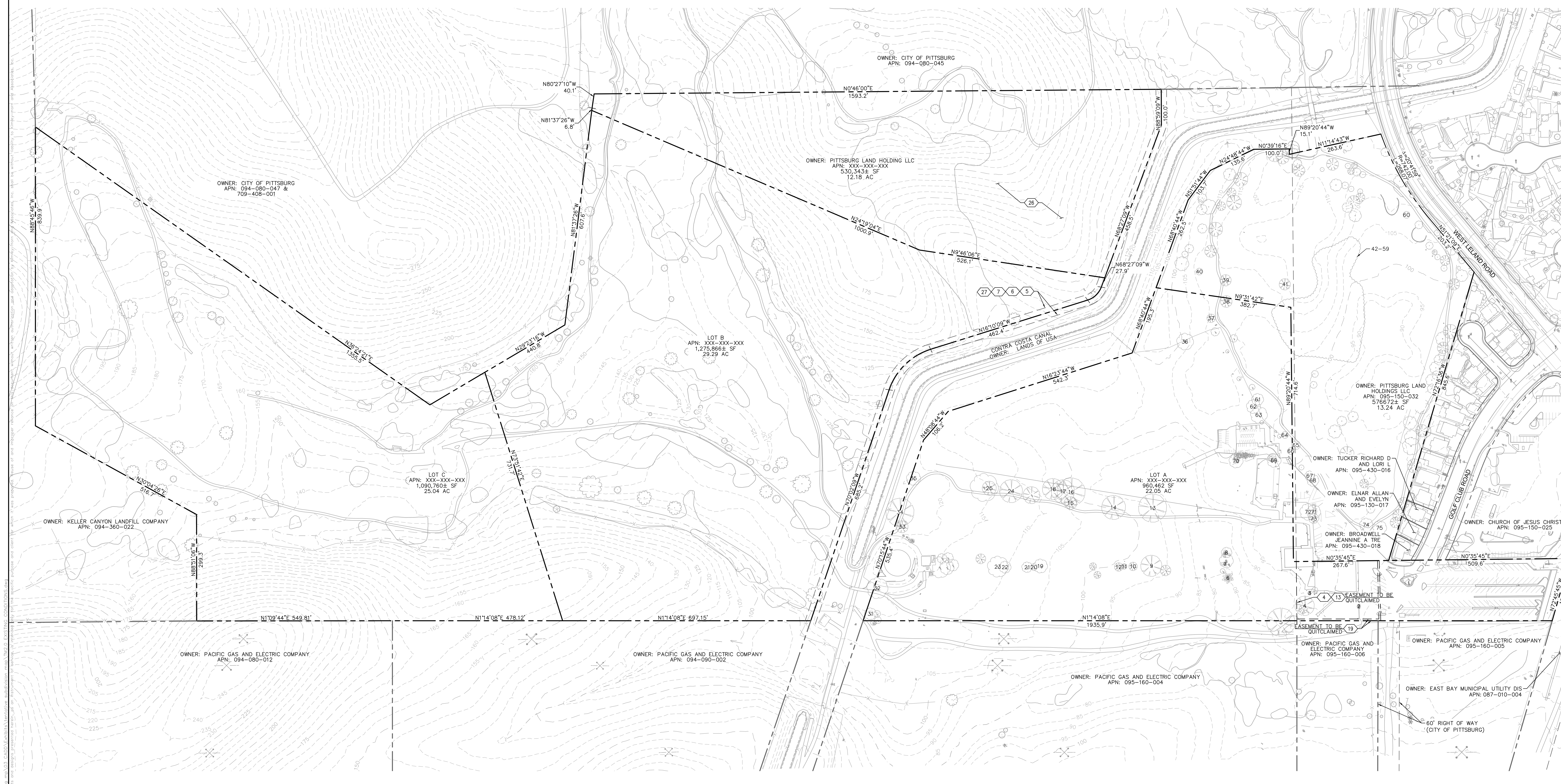
TREE TABLE

Tree #	Common Name	Botanical Name	DBH (in.)
26	Eucalyptus	Eucalyptus spp.	26
27	Eucalyptus	Eucalyptus spp.	19.3
28	Eucalyptus	Eucalyptus spp.	23.4
29	Eucalyptus	Eucalyptus spp.	14.3
30	Eucalyptus	Eucalyptus spp.	29.2
31	Peruvian Pepper	Schinus molle	16.5[3]
32	Peruvian Pepper	Schinus molle	14, 16.5[2]
33	Deodar Cedar	Cedrus deodara	19.2
34	Aleppo Pine	Pinus pinea	35.5[2]
35	Monterey Pine	Pinus radiata	26[1]
36	Fig	Ficus carica	Multi-stemmed
37	Canary Island Pine	Pinus canariensis	17.6
38	Aleppo Pine	Pinus halepensis	25.2
39	Aleppo Pine	Pinus halepensis	17
40	Valley Oak	Quercus lobata	17
41	Aleppo Pine	Pinus halepensis	21.7
42	Aleppo Pine	Pinus halepensis	16.5[1]
43	Aleppo Pine	Pinus halepensis	30[2]
44	Aleppo Pine	Pinus halepensis	18.3
45	Peruvian Pepper	Schinus molle	19.8
46	Shamel Ash	Fraxinus uhdei	22.5
47	Shamel Ash	Fraxinus uhdei	22
48	Aleppo Pine	Pinus halepensis	26.5
49	Peruvian Pepper	Schinus molle	23
50	Shamel Ash	Fraxinus uhdei	22

TREE TABLE

Tree #	Common Name	Botanical Name	DBH (in.)
51	Aleppo Pine	Pinus halepensis	30[1]
52	Peruvian Pepper	Schinus molle	27
53	Shamel Ash	Fraxinus uhdei	14
54	Peruvian Pepper	Schinus molle	27.3
55	Shamel Ash	Fraxinus uhdei	18.6
56	Shamel Ash	Fraxinus uhdei	15.6
57	Aleppo Pine	Pinus halepensis	16.1, 16.2
58	Aleppo Pine	Pinus halepensis	27.5[1]
59	Shamel Ash	Fraxinus uhdei	21.3
60	Eucalyptus	Eucalyptus spp.	16.5
61	Shamel Ash	Fraxinus uhdei	20.7
62	Shamel Ash	Fraxinus uhdei	21.2[4]
63	Shamel Ash	Fraxinus uhdei	20.9
64	Shamel Ash	Fraxinus uhdei	15.7
65	Shamel Ash	Fraxinus uhdei	15.8
66	Shamel Ash	Fraxinus uhdei	14.4
67	Ash	Fraxinux spp.	19.8
68	Ash	Fraxinux spp.	23.4
69	Black Cottonwood	Populus trichocarpa	48
70	Peruvian Pepper	Schinus molle	32[4]
71	Raywood Ash	Fraxinus angustifolia 'Raywood'	18.1
72	Raywood Ash	Fraxinus angustifolia 'Raywood'	18.1
73	Raywood Ash	Fraxinus angustifolia 'Raywood'	11.7
74	Shamel Ash	Fraxinus uhdei	20
75	Peruvian Pepper	Schinus molle	25.5

[1]: Measured at 36 inches above level grade.
[2]: Measured at 24 inches above level grade.
[3]: Measured at near grade.
[4]: Measured at 12 inches above level grade.



GRAPHIC SCALE IN FEET 0 50 100 200

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VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

KHA PROJECT
DATE 08/28/2024
SCALE AS SHOWN

EXISTING CONDITIONS

SHEET NUMBER
TM2.0

LEGEND

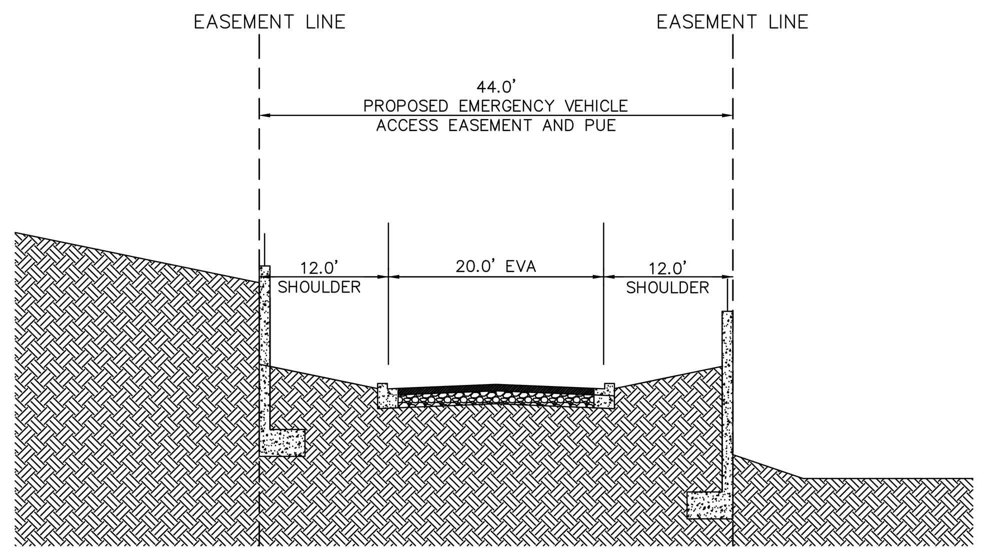
- CENTER LINE
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FENCE
- PROJECT PHASES
- TITLE REPORT EXCEPTION, SEE EXISTING CONDITIONS PLAN TM2.0

ABBREVIATIONS

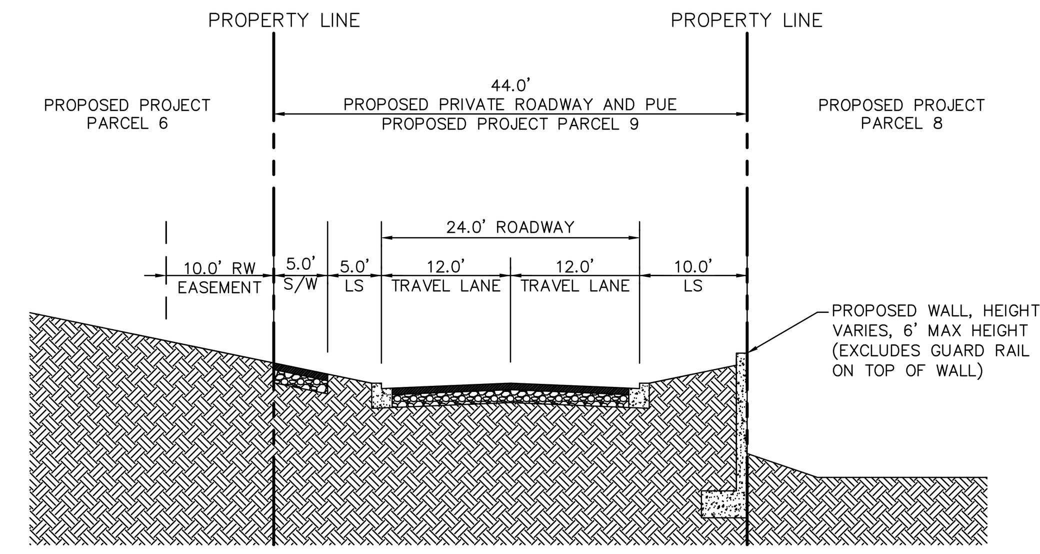
APN – ASSESSOR PARCEL NUMBER
EVA – EMERGENCY VEHICLE ACCESS
EVAE – EMERGENCY VEHICLE ACCESS EASEMENT
LS – LANDSCAPE
℞ – PROPERTY LINE
PUE – PUBLIC UTILITY EASEMENT
SF – SQUARE FEET
S/W – SIDEWALK
RW – RECYCLED WATER
R – RADIUS

NOTES

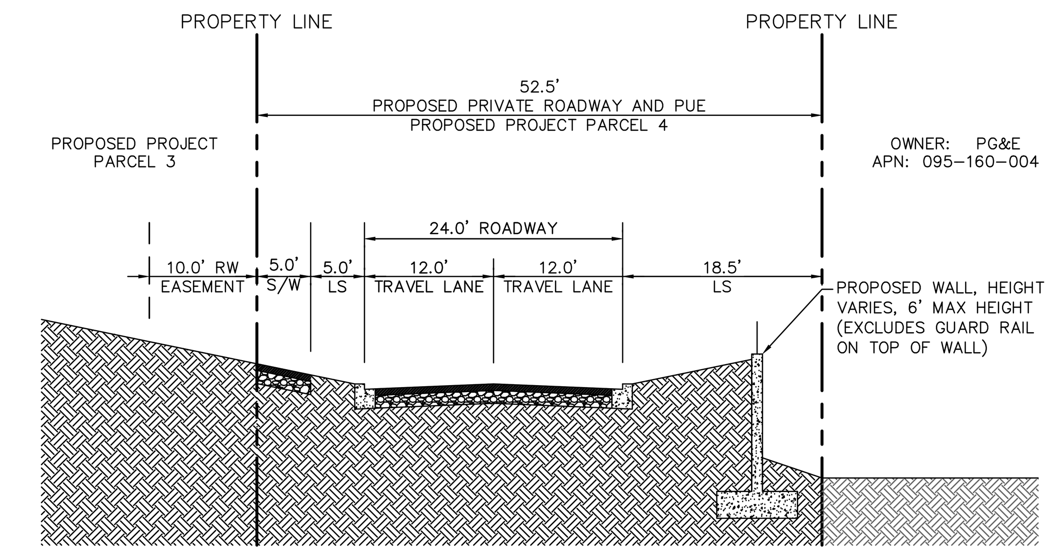
1. RIGHT–OF–WAY LIMITED TO EVA, WATER, COMMUNICATIONS, OTHER PUBLIC SERVICES, NO PUBLIC ACCESS.
2. ALIGNMENT MAY NEED TO BE MODIFIED DUE TO TERRAIN AND EXISTING WATER LINES TO REMAIN. WALL LOCATIONS MAY VARY AND HEIGHTS MAY EXCEED MAXIMUM SHOWN.
3. PUBLIC DRAINAGE EASEMENT BENEFITS CITY FOR RUN ON AND CONVEYANCE OF RUNOFF TO CITY DRAINAGE FACILITIES.



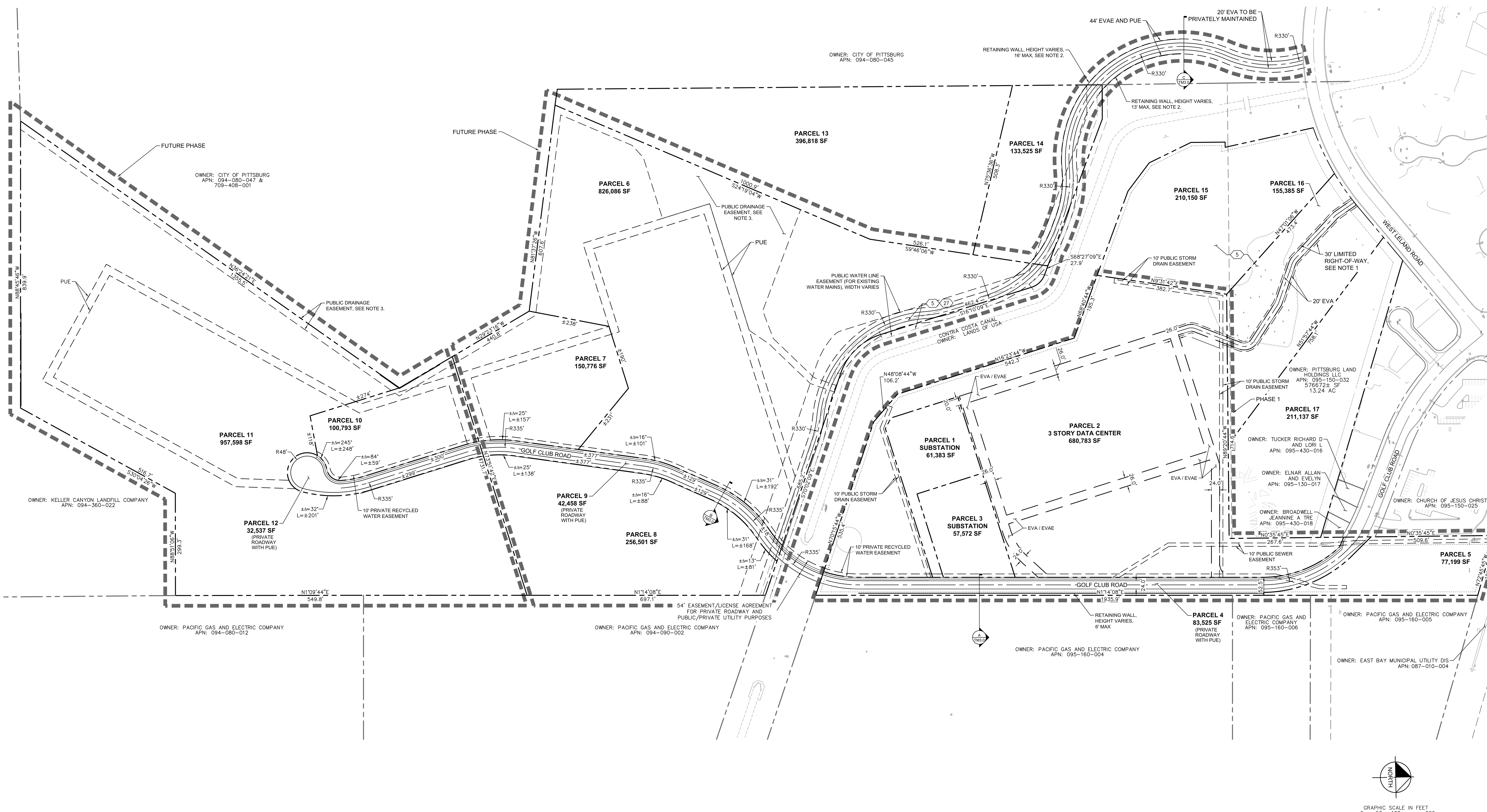
SECTION C: EVA ROAD
NOT TO SCALE



SECTION B: GOLF CLUB ROAD EXTENSION
NOT TO SCALE



SECTION A: GOLF CLUB ROAD EXTENSION
NOT TO SCALE



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KHA PROJECT
DATE 08/28/2024
SCALE AS SHOWN

VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

SITE PLAN AND PARCELIZATION PLAN - OPTION 1

SHEET NUMBER
TM3.0

LEGEND

- CENTER LINE
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED FENCE
- PROJECT PHASES
- X — TITLE REPORT EXCEPTION, SEE EXISTING CONDITIONS PLAN TM2.0

ABBREVIATIONS

APN – ASSESSOR PARCEL NUMBER
EVA – EMERGENCY VEHICLE ACCESS
EVAE – EMERGENCY VEHICLE ACCESS EASEMENT
LS – LANDSCAPE
PL – PROPERTY LINE
PUE – PUBLIC UTILITY EASEMENT
SF – SQUARE FEET
S/W – SIDEWALK
RW – RECYCLED WATER
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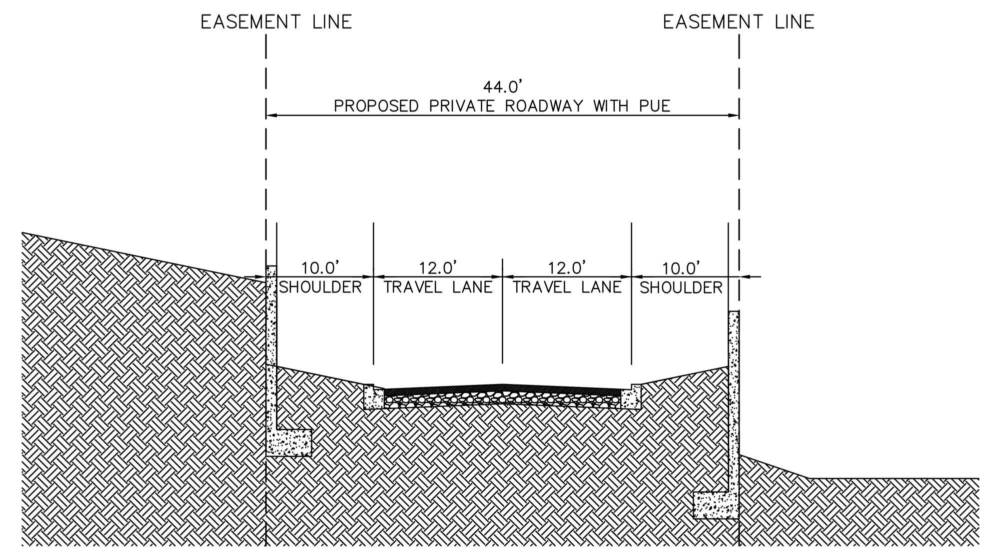
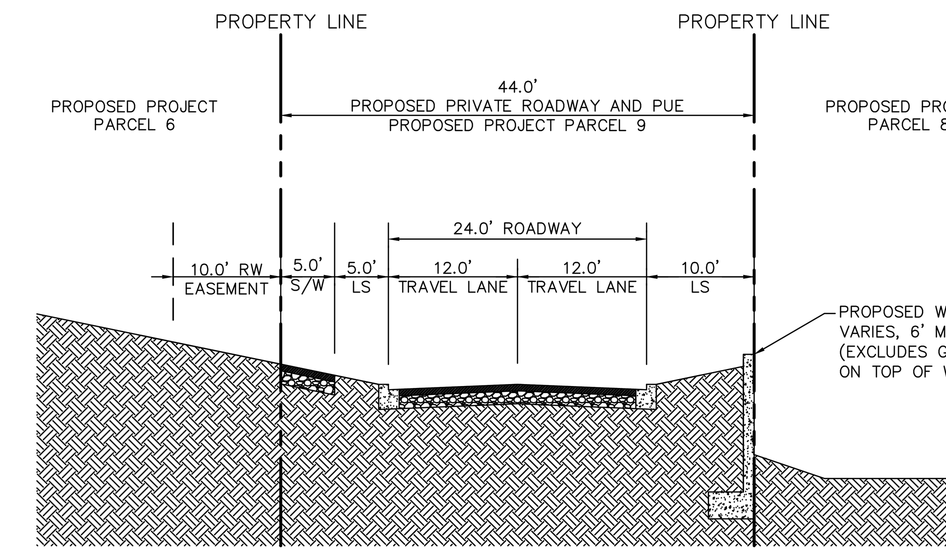
NOTES

1. RIGHT–OF–WAY LIMITED TO EVA, WATER, COMMUNICATIONS, OTHER PUBLIC SERVICES, NO PUBLIC ACCESS.
2. ALIGNMENT MAY NEED TO BE MODIFIED DUE TO TERRAIN AND EXISTING WATER LINES TO REMAIN. WALL LOCATIONS MAY VARY AND HEIGHTS MAY EXCEED MAXIMUM SHOWN.
3. PUBLIC DRAINAGE EASEMENT BENEFITS CITY FOR RUN ON AND CONVEYANCE OF RUNOFF TO CITY DRAINAGE FACILITIES.
4. INTERSECTION OF PROPOSED ROADWAYS TO BE MOVED SOUTH TO ACCOMMODATE LARGE VEHICLES AS NECESSARY.



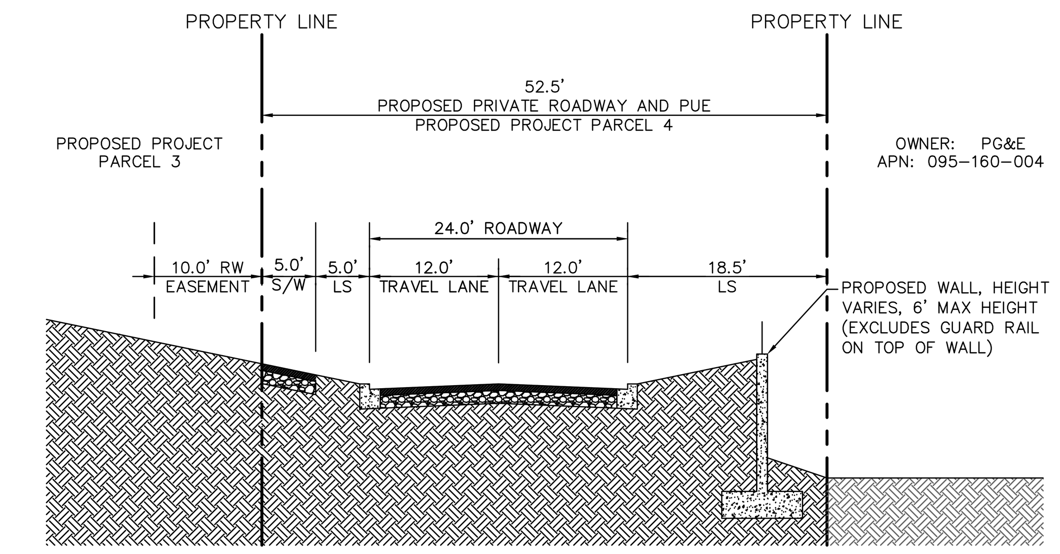
SECTION C: PROPOSED ROADWAY

NOT TO SCALE



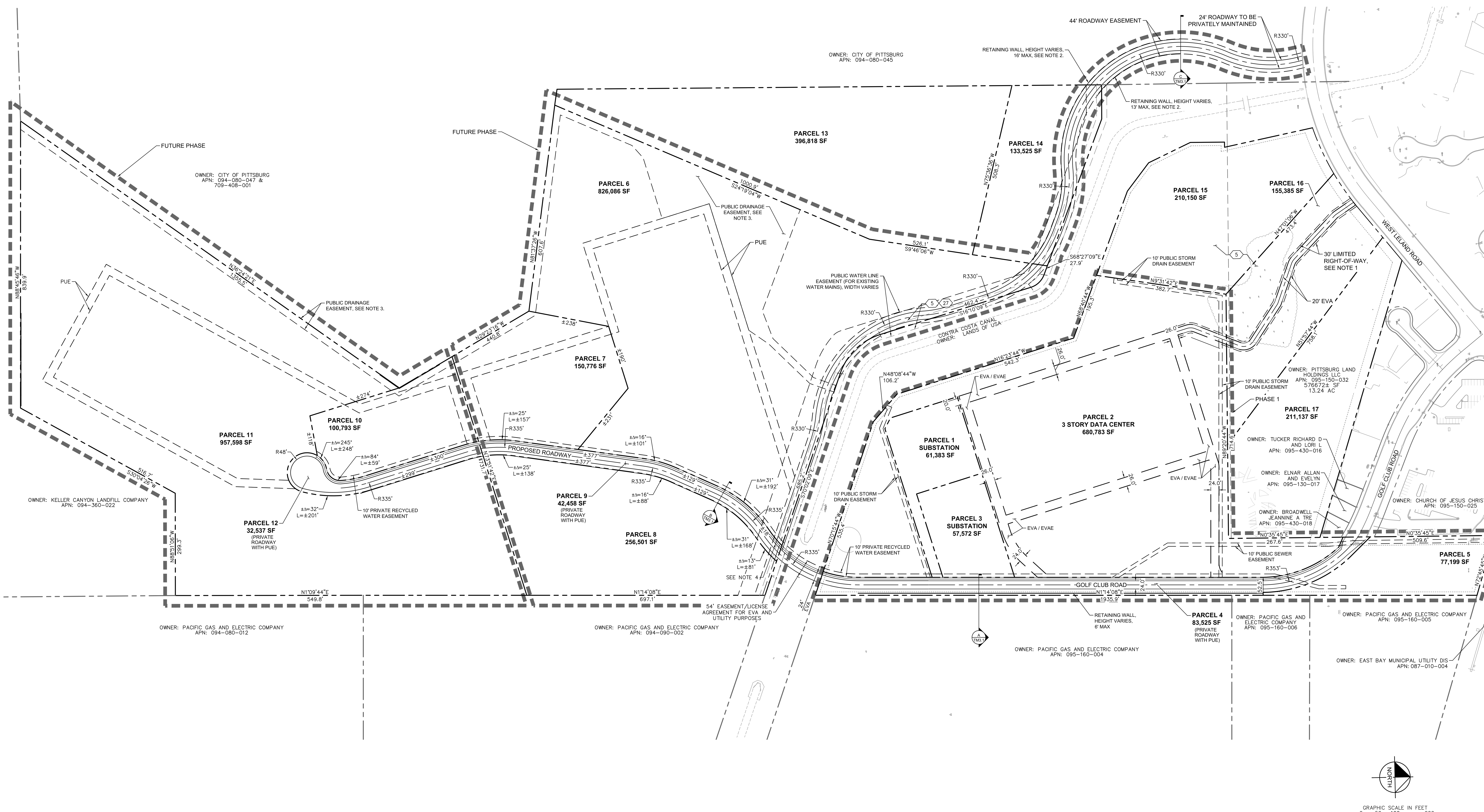
SECTION B: PROPOSED ROADWAY

NOT TO SCALE



SECTION A: GOLF CLUB ROAD EXTENSION

NOT TO SCALE



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No.	REVISIONS	DATE	BY

LICENSED PROFESSIONAL
DATE:

KHA PROJECT
DATE 08/28/2024
SCALE AS SHOWN
DESIGNED BY: RKB
DRAWN BY: JRT
CHECKED BY: AV

VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

SITE PLAN AND PARCELIZATION PLAN - OPTION 2

SHEET NUMBER
TM3.1

LEGEND

- CENTERLINE
- PROPERTY LINE
- PROJECT PHASES
- DRAINAGE AREA (DA)
- 90.50 TC / 90.00 FS — PROPOSED SPOT ELEVATION
- (89.50 TC) / (89.00 FS) — EXISTING SPOT ELEVATION
- 2.00% — PROPOSED FLOW (DIRECTION AND SLOPE)
- BIORETENTION AREA
- PROPOSED SURFACE FLOW DIRECTION
- PROPOSED STORM DRAIN PIPE FLOW DIRECTION
- DA WITH AREA IN ACRES

ESTIMATED EARTHWORK QUANTITIES

CUT:	442,500 CY
FILL:	313,900 CY
NET:	128,600 CY (EXPORT)

NOTE

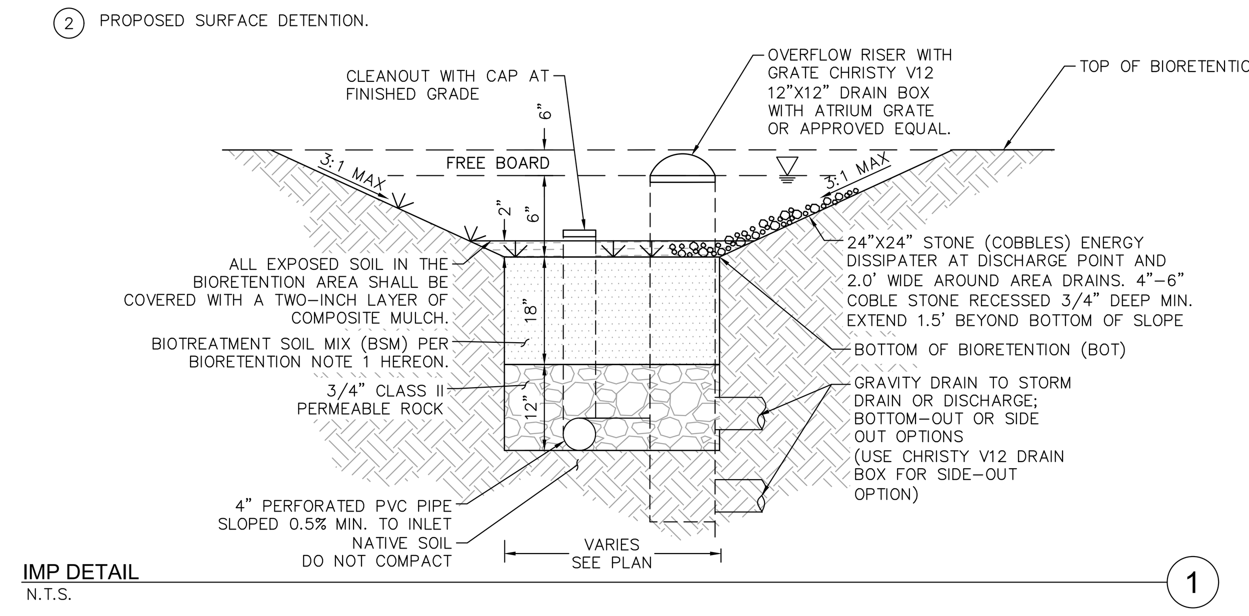
1. DESIGN IS NOT FINAL. PHASE 1 STORMWATER CONTROL DESIGN IS SHOWN, SUBJECT TO CHANGE. FUTURE PHASES SHOW DIAGRAMMATIC BIORETENTION PLANTERS FOR ILLUSTRATION PURPOSES, FUTURE PHASES WILL COMPLY WITH REQUIREMENTS.

ABBREVIATIONS

- FS: FINISHED SURFACE
- HP: HIGH POINT
- LP: LOW POINT
- CY: CUBIC YARDS
- TW: TOP OF WALL
- BW: BOTTOM OF WALL
- GB: GRADE BREAK
- IMP: INDIVIDUAL MANAGEMENT PRACTICE (PER CONTRA COSTA COUNTY C.3 GUIDEBOOK)

GRADING AND DRAINAGE NOTES

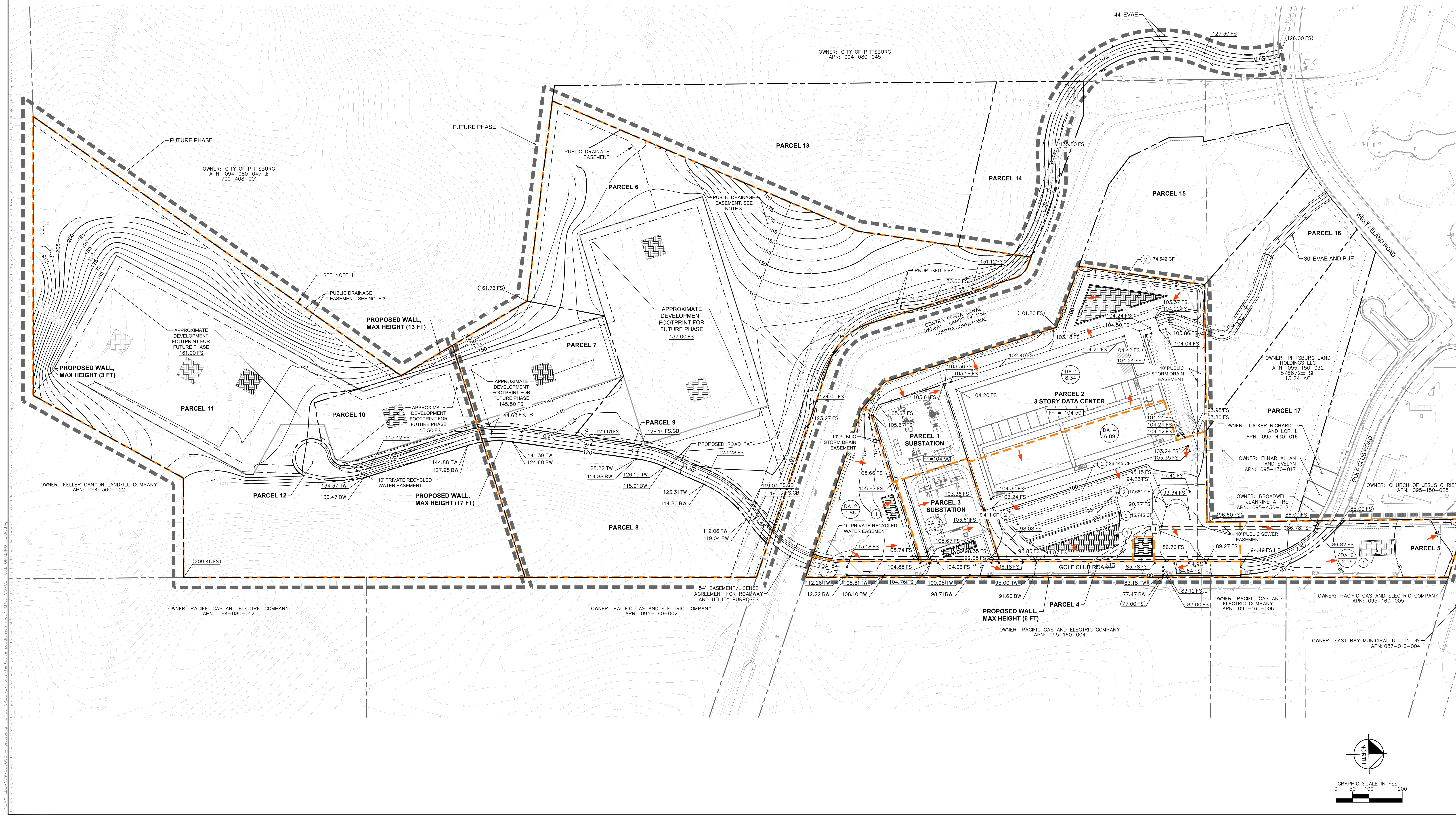
1. PROPOSED BIORETENTION SYSTEM WITH OVERFLOW DRAIN PER DETAIL 1 HEREON.
2. PROPOSED SURFACE DETENTION.



IMP DETAIL
N.T.S.
1

STORMWATER MANAGEMENT COMPLIANCE SUMMARY TABLE							
DA #	TOTAL DRAINAGE AREA (SF)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	BMP PROVIDED	IMP AREA REQUIRED (SF)	IMP AREA PROVIDED (SF)	ORIFICE DIAMETER (IN.)
1	363,037	238,998	124,039	BIORETENTION	12,041	12,100	0.56
2	84,485	14008	70,477	BIORETENTION	1,970	2,000	0.74
3	41,906	41,906	0	BIORETENTION	1,676	1,700	0.56
4	300,363	138,028	162,335	BIORETENTION	8,768	8,800	1.40
5	58,968	53,604	5,364	BIORETENTION	2,251	2,300	0.61
6	111,551	11,550	100,041	BIORETENTION	4,039	4,100	1.10

NOTE: BIORETENTION AREAS SHOWN SUBJECT TO CHANGE.



CONCEPTUAL GRADING & STORMWATER MANAGEMENT PLAN - OPTION 1

VESTING TENTATIVE SUBDIVISION MAP PITTSBURG TECHNOLOGY CENTER

TRACT NO. XXXXXX

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KHA PROJECT
DATE 08/28/2024
SCALE AS SHOWN
DESIGNED BY: RKB
DRAWN BY: JRT
CHECKED BY: AV

LICENSED PROFESSIONAL
DATE:

No. | REVISIONS | DATE | BY

SHEET NUMBER
TM4.0

LEGEND

- CENTERLINE
- PROPERTY LINE
- PROJECT PHASES
- DRAINAGE AREA (DA)
- 90.50 TC / 90.00 FS — PROPOSED SPOT ELEVATION
- (89.50 TC) / (89.00 FS) — EXISTING SPOT ELEVATION
- 2.00% — PROPOSED FLOW (DIRECTION AND SLOPE)
- BIORETENTION AREA
- PROPOSED SURFACE FLOW DIRECTION
- PROPOSED STORM DRAIN PIPE FLOW DIRECTION
- DA WITH AREA IN ACRES

ABBREVIATIONS

FS: FINISHED SURFACE

HP: HIGH POINT

LP: LOW POINT

CY: CUBIC YARDS

TW: TOP OF WALL

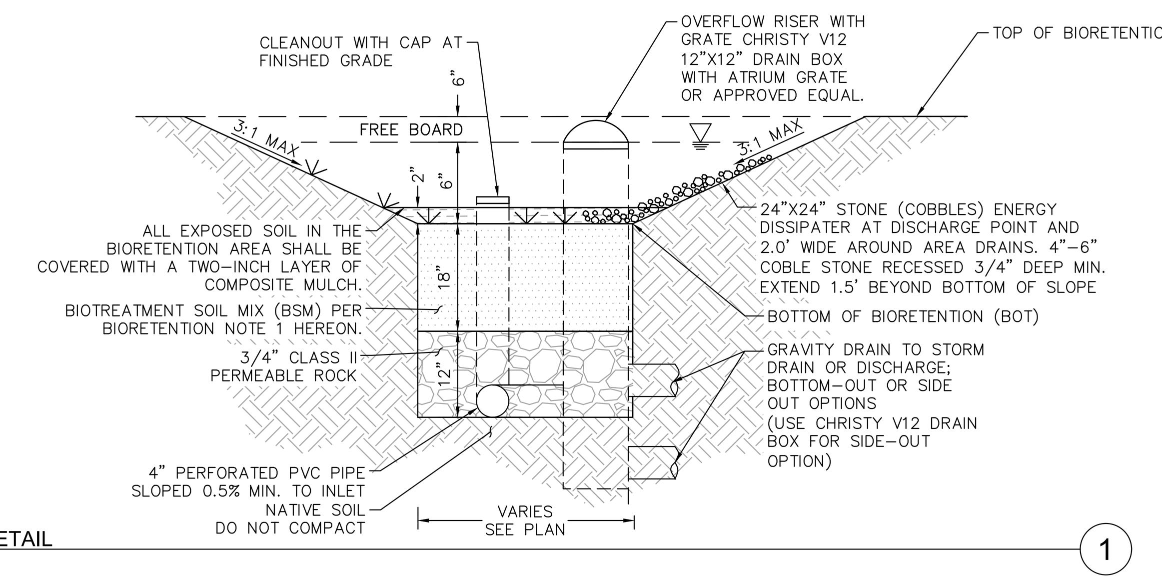
BW: BOTTOM OF WALL

GB: GRADE BREAK

IMP: INDIVIDUAL MANAGEMENT PRACTICE (PER CONTRA COSTA COUNTY C.3 GUIDEBOOK)

GRADING AND DRAINAGE NOTES

1. PROPOSED BIORETENTION SYSTEM WITH OVERFLOW DRAIN PER DETAIL 1 HEREON.
2. PROPOSED SURFACE DETENTION.



IMP DETAIL 1

N.T.S.

STORMWATER MANAGEMENT COMPLIANCE SUMMARY TABLE							
DA #	TOTAL DRAINAGE AREA (SF)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	BMP PROVIDED	IMP AREA REQUIRED (SF)	IMP AREA PROVIDED (SF)	ORIFICE DIAMETER (IN.)
1	363,037	238,998	124,039	BIORETENTION	12,041	12,100	0.56
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4	300,363	138,028	162,335	BIORETENTION	8,768	8,800	1.40
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6	111,551	11,550	100,041	BIORETENTION	4,039	4,100	1.10

NOTE: BIORETENTION AREAS SHOWN SUBJECT TO CHANGE.

ESTIMATED EARTHWORK QUANTITIES

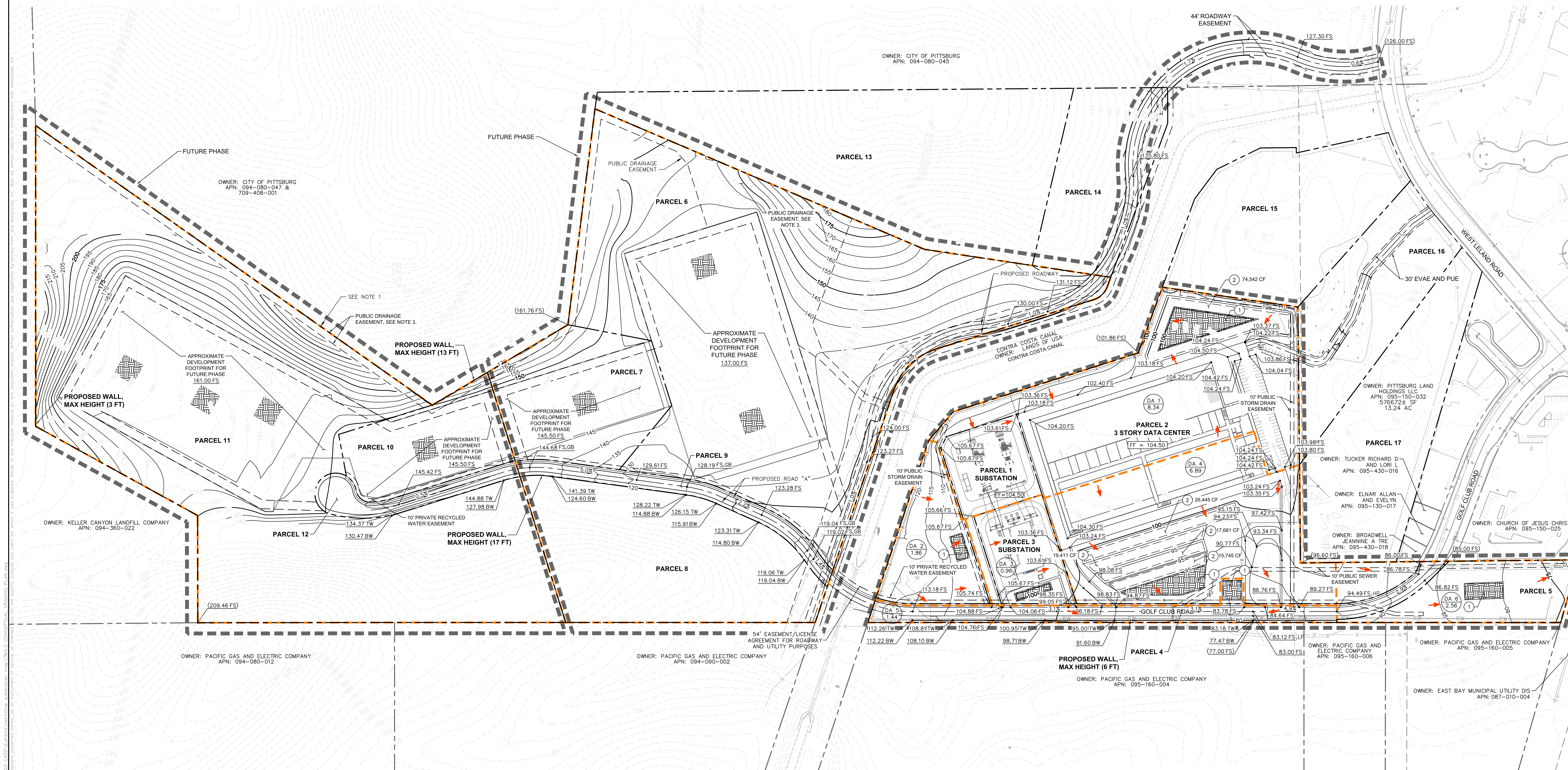
CUT: 442,500 CY

FILL: 313,900 CY

NET: 128,600 CY (EXPORT)

NOTE

1. DESIGN IS NOT FINAL. PHASE 1 STORMWATER CONTROL DESIGN IS SHOWN, SUBJECT TO CHANGE. FUTURE PHASES SHOW DIAGRAMMATIC BIORETENTION PLANTERS FOR ILLUSTRATION PURPOSES, FUTURE PHASES WILL COMPLY WITH REQUIREMENTS.



VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

CONCEPTUAL GRADING & STORMWATER MANAGEMENT PLAN - OPTION 2

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LICENSED PROFESSIONAL

DATE:

KHA PROJECT

DATE 08/28/2024

SCALE AS SHOWN

DESIGNED BY: RKB

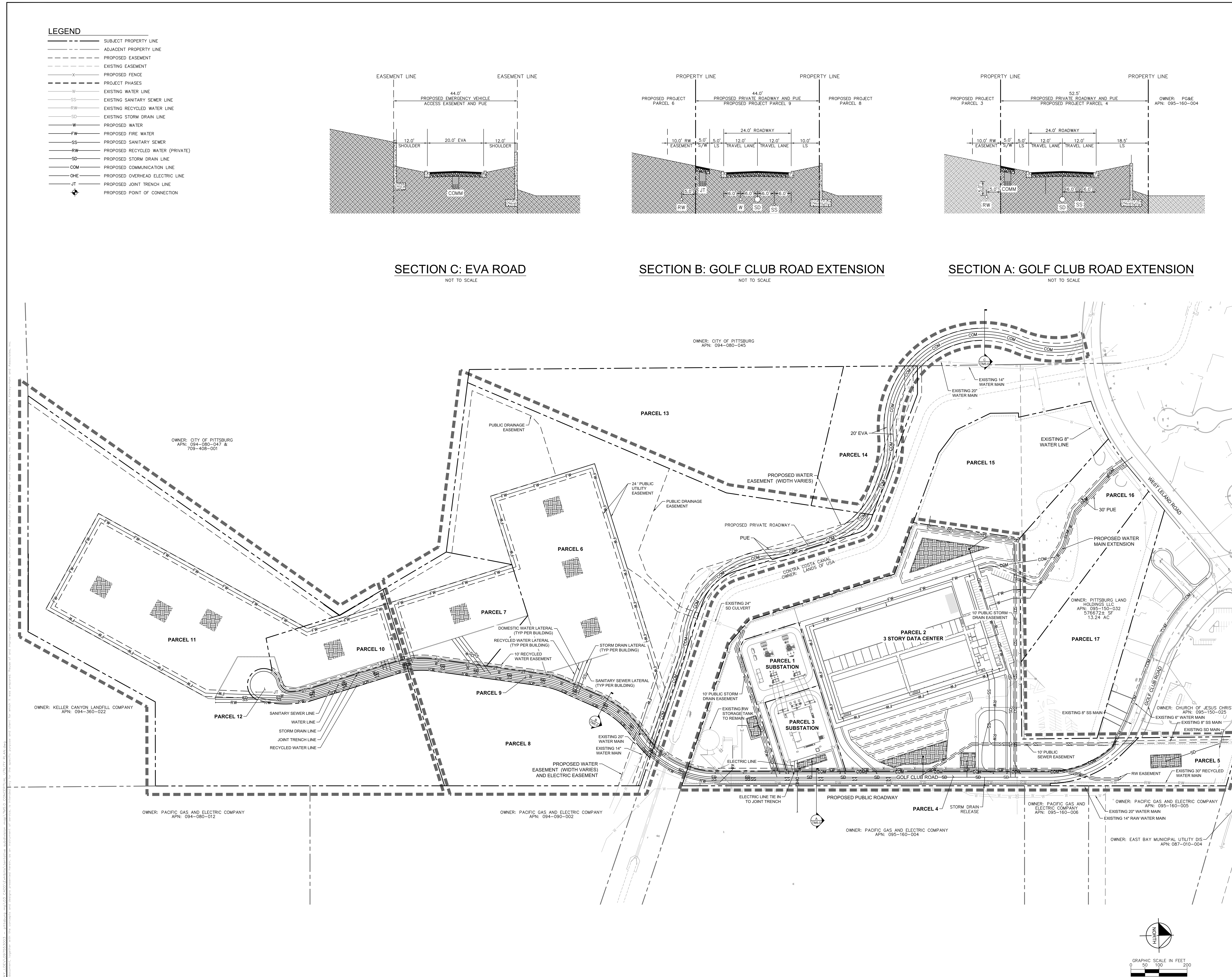
DRAWN BY: JRT

CHECKED BY: AV

No. | REVISIONS | DATE | BY

SHEET NUMBER

TM4.1



No. | REVISIONS | DATE | BY

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KHA PROJECT
DATE 08/28/2024
SCALE AS SHOWN
DESIGNED BY RHB
DRAWN BY JRT
CHECKED BY AV

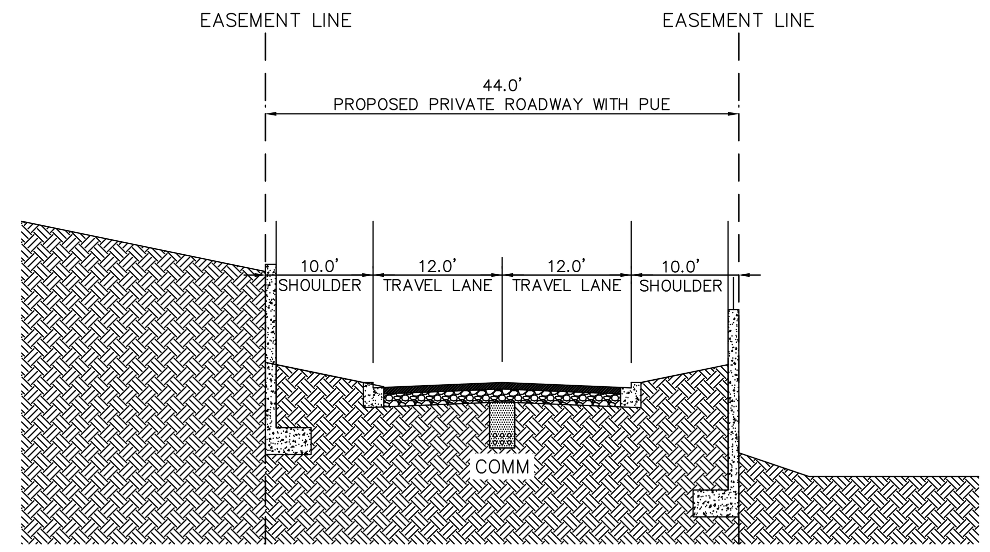
VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

CONCEPTUAL UTILITY PLAN - OPTION 1

SHEET NUMBER
TM5.0

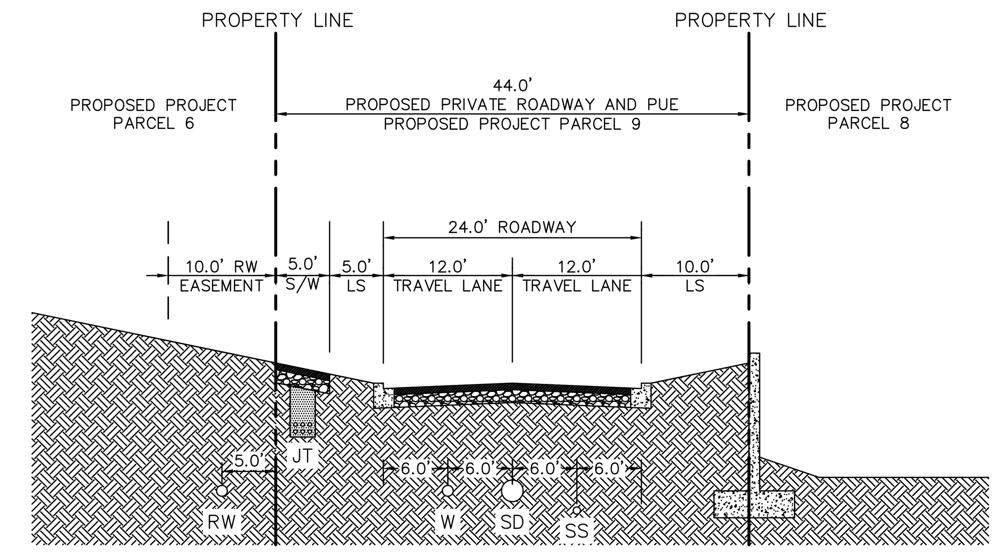
LEGEND

- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- X PROPOSED FENCE
- PROJECT PHASES
- W EXISTING WATER LINE
- SS EXISTING SANITARY SEWER LINE
- RW EXISTING RECYCLED WATER LINE
- SD EXISTING STORM DRAIN LINE
- W PROPOSED WATER
- FW PROPOSED FIRE WATER
- SS PROPOSED SANITARY SEWER
- RW PROPOSED RECYCLED WATER (PRIVATE)
- SD PROPOSED STORM DRAIN LINE
- COM PROPOSED COMMUNICATION LINE
- OHE PROPOSED OVERHEAD ELECTRIC LINE
- JT PROPOSED JOINT TRENCH LINE
- PROPOSED POINT OF CONNECTION



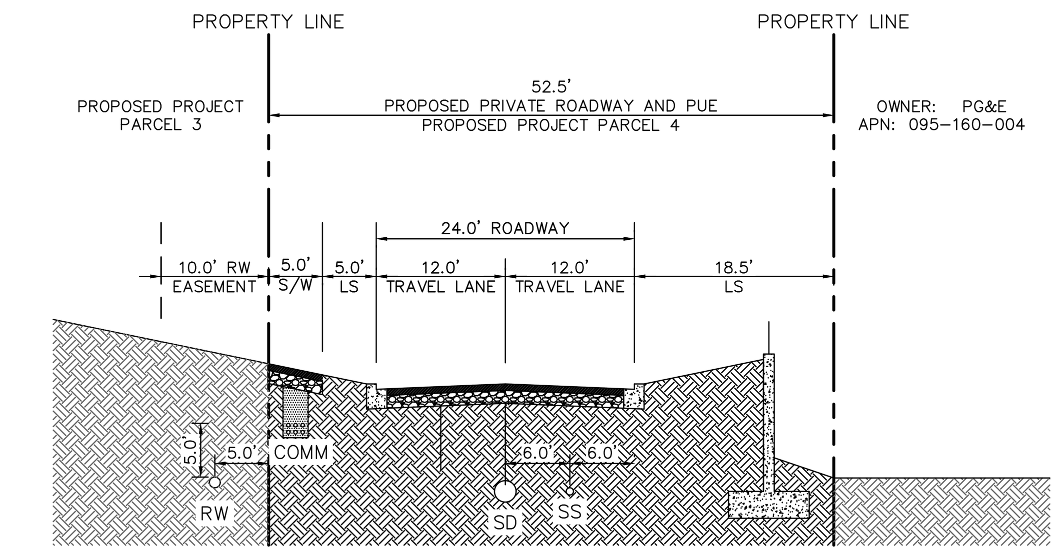
SECTION C: PROPOSED ROADWAY

NOT TO SCALE



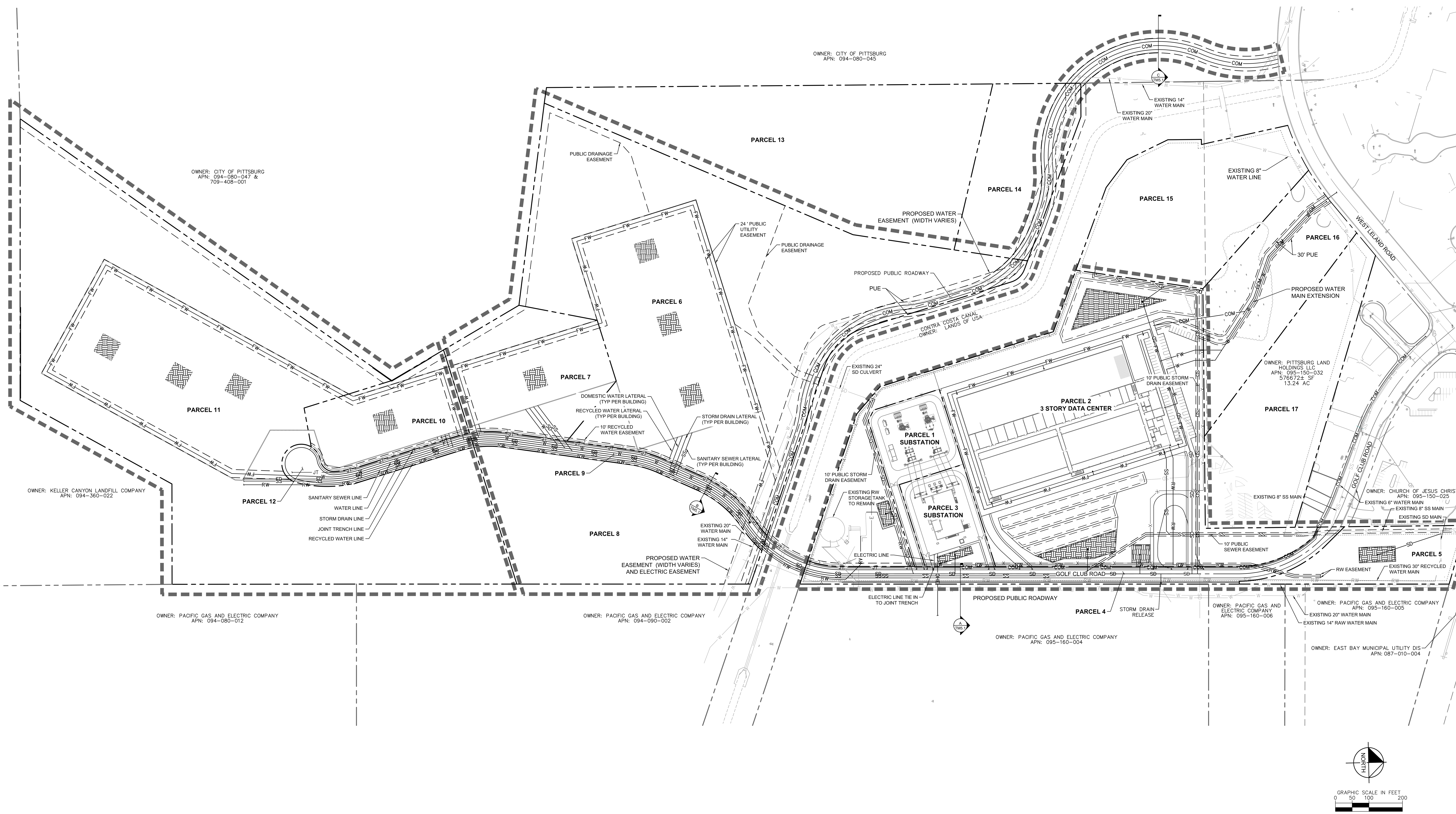
SECTION B: PROPOSED ROADWAY

NOT TO SCALE



SECTION A: GOLF CLUB ROAD EXTENSION

NOT TO SCALE



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LICENSED PROFESSIONAL

DATE:

KHA PROJECT
DATE 08/28/2024
SCALE AS SHOWN
DESIGNED BY RHB
DRAWN BY JRT
CHECKED BY AV

VESTING TENTATIVE SUBDIVISION MAP
PITTSBURG TECHNOLOGY CENTER
TRACT NO. XXXXXX

CONCEPTUAL UTILITY PLAN - OPTION 2

SHEET NUMBER
TM5.1

Exhibit 2

Pittsburg Technology Park Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the matter of:

	)	
Subsequent Environmental Review under	)	Resolution No. 25-_______
CEQA for Potential Future Phases of the Pittsburg	)	
Technology Park Specific Plan	)	
	)	
____	)	

WHEREAS, on November 4, 2024, the City Council unanimously adopted Resolution 24-14560, which (1) certified the Final Program Environmental Impact Report ("Program EIR") for the Pittsburg Technology Park Specific Plan ("Project") and adopted the associated CEQA Findings of Fact and Mitigation Monitoring and Reporting Program ("MMRP"), and approved the Vesting Tentative Map for a Major Subdivision for the Project; and (2) waived a further reading, and passed to second reading, an ordinance assigning zoning of PD (Planned Development) District to properties located within the Pittsburg Technology Park Specific Plan Area and adopted the Project; and

WHEREAS, the Project involves a phased, master planned development with three construction phases, with Phase I "assumed" to involve a 347,000 square foot data center on 22 acres, Phase II involving a 368,551 square foot development on 29 acres, and Phase III involving a 392,567 square foot development on 25 acres; and

WHEREAS, the General Plan's land use designation of the Project site as "Employment Center Industrial" and the City's rezoning of the Project site to "Planned Development" allows for any Project phase to include high-traffic manufacturing and distribution warehouses or data centers, which have yet to be determined; and

WHEREAS, given the conceptual nature of future build out of the Plan Area described in the Specific Plan, the EIR prepared for the Project was a Program EIR, pursuant to the definition of Program EIR in CEQA Guidelines Section 15168; and

WHEREAS, the prior Resolution 24-14560 stated that additional environmental review under CEQA only "may be" required for future development projects depending on the project's consistency with the Specific Plan and the analysis in the Program EIR, as required under CEQA; and

WHEREAS, the City Council now desires to adopt this Resolution addressing the environmental review for any future warehouse/logistics center proposed to occur in any phase of the Project.

NOW, THEREFORE, the City Council of the City of Pittsburg does hereby find, determine, conclude and resolve as follows:

Section 1. The City shall prepare or require an environmental impact report in advance of any potential approval of a discretionary entitlement for any future warehouse/logistics center for any phase of the Project, and shall not approve such entitlement until the environmental impact report has been or concurrently is certified. While subsequent environmental impact reports may incorporate by reference sections of the previously certified Program EIR, the City Council now directs that review of warehouse/logistics centers may not rely on the conclusions contained in the Program EIR. Rather, environmental analysis for any warehouse/logistics centers proposed and requiring discretionary approvals must specifically analyze a proposed warehouse/logistics project. The City shall not consider the impacts of a warehouse/logistics center to have been addressed, evaluated, or mitigated by the previously adopted EIR.

Section 2. The facts set forth in the Recitals of this Resolution are true and correct.

Section 3. The City Manager, or designee, is hereby authorized and directed to take all actions necessary or advisable to carry out this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption by the City Council.

Section 5. The City Clerk of the City of Pittsburg shall certify the adoption of this Resolution.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

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

TO:	Mayor and Council Members
FROM:	Maria M. Aliotti - Interim City Manager
SUBJECT:	Adoption of a City Council Resolution Declaring Property at 1000 Center Drive (APNs: 086-100-049; 086-100-050; 086-100-051; and 086-100-052) as Exempt Surplus Lands and Authorizing an Exchange Agreement with ADS III Holdings, LLC
MEETING DATE:	November 17, 2025

EXECUTIVE SUMMARY

The City of Pittsburg ("City") owns four undeveloped properties totaling approximately 2.86 acres (collectively, the "Property") across from City Hall, adjacent to the Richard E. Arneson Justice Center. The City and ADS III Holdings, LLC ("ADS"), an affiliate of Discovery Builders, Inc., propose to exchange this City-owned property for a newly constructed single-family home to be deed-restricted for affordable housing. The proposed exchange advances the City's affordable housing goals and facilitates the construction of a new Discovery Builders corporate headquarters in Pittsburg.

This action would declare the City's parcels as exempt surplus land under Government Code Section 54221(f)(1)(C) and authorize the City Manager to execute a property exchange agreement with ADS.

FISCAL IMPACT

The Property, consisting of APNs 086-100-049, 050, 051, and 052, has an appraised value of $450,000; while the ADS parcel, located at 2125 Birchwood Court, APN 095-460-006, which includes a newly constructed home, has an appraised value of $800,000.

Because the City will receive a property of higher appraised value, there is no net fiscal cost to the City. Minimal administrative costs associated with title transfer, escrow, and recording will be covered through existing departmental budgets. Once acquired, the property will become part of the City's affordable housing portfolio and be managed by the Housing Authority of the City of Pittsburg.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution:

1. Declaring the City-owned property as exempt surplus land pursuant to Government Code Section 54221(f)(1)(C);
2. Authorizing the City Manager to execute a Property Exchange Agreement with ADS III Holdings, LLC, substantially in the form attached as Exhibit A and a Grant Deed conveying the Property to ADS III Holdings, LLC;
3. Authorizing the City Manager to accept 2125 Birchwood Court from ADS III Holdings, LLC and issue a Certificate of Acceptance; and
4. Directing staff to record a Regulatory Agreement, deed-restricting 2125 Birchwood Court as affordable for 55 years.

BACKGROUND

ADS, has received approvals to construct 27 single-family homes within the City as part of the Bancroft Gardens II Development. As part of this development, ADS has agreed to construct a new 2,300 square foot single-family home at 2125 Birchwood Court. The City has long supported the construction of affordable housing to meet community needs and State housing requirements. In partnership discussions, ADS and the City identified an opportunity to exchange the Property for 2125 Birchwood Court. The City would then deed-restrict the new home for affordable housing, while ADS or Discovery Builders would pursue development of a new corporate headquarters on the Property.

Under the Surplus Land Act (Government Code § 54220 et seq.), local agencies must generally offer surplus land to affordable housing developers before disposing of it. However, the Act provides an exemption for property exchanges where the land is needed for City purposes (Gov. Code § 54221(f)(1)(C)). Staff has determined this exemption applies because the exchange will facilitate affordable housing, a recognized public purpose.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The proposed property exchange serves several City objectives:

- Advances Affordable Housing Goals: The City will gain an immediately available single-family home to be deed-restricted for affordable rental housing for 55 years, expanding the City's affordable housing stock.
- Promotes Economic Development: The exchange allows ADS or Discovery Builders to establish a new corporate headquarters in Pittsburg, increasing local investment, employment opportunities, and business activity.
- Maximizes Public Benefit: The appraised value of 2125 Birchwood Court is $800,000, which exceeds the appraised value of the Property to be exchanged. which has an appraised value of $450,000, representing a net gain to the City.
- Complies with Legal Requirements: The transaction qualifies as an exempt surplus land exchange under Government Code § 54221(f)(1)(C), eliminating the need for Surplus Land Act offer procedures.

Staff has reviewed the appraisal data, transaction structure, and deed restriction requirements, and finds that the exchange is in the best interest of the City and consistent with the Housing Element, the Economic Development Strategic Plan, and the City's Fiscal Year 2025-2026 Strategic Plan, which addresses improving the job-housing balance and increasing the tax base through new businesses.

The proposed property exchange advances City Council priorities for affordable housing and economic development, leverages City-owned assets for public benefit, and complies with applicable State law. Staff recommends adoption of the resolution declaring the property exempt surplus land and authorizing execution of the Property Exchange Agreement.

ATTACHMENTS:

1. Resolution
2. Land Swap Exchange Agreement
3. Temporary Construction License

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Declaring Property at 1000 Center Drive	)	
(APNs: 086-100-049; 086-100-050;	)	
086-100-051; and 086-100-052) as Exempt	)	RESOLUTION NO. 25-
Surplus Lands and Authorizing a Property	)	
Exchange Agreement with ADS III HOLDINGS, LLC	)	

WHEREAS, the City of Pittsburg ("City") has long-supported construction of housing, including affordable housing, within the City; and

WHEREAS, the City is the fee owner of four contiguous undeveloped parcels totaling 2.86-acres with Assessor's Parcel Numbers 086-100-049, 086-100-050; 086-100-051; and 086-100-052 (collectively "City Property"), located across from the Pittsburg City Hall, next to the Richard E. Arneson Justice Center; and

WHEREAS, the City Property has an appraised value of $450,000; and

WHEREAS, ADS III HOLDINGS, LLC ("ADS"), an affiliate of Discovery Builders, Inc. ("Discovery Builders") has an approved application to construct 27 single-family homes within the City on land that ADS owns in fee ("Bancroft Gardens II Development"), including a new 3-bedroom, 3-bathroom, 2,300 square foot single family home ("New Home") on a 0.14 acre parcel with a street address of 2125 Birchwood Court, Pittsburg, CA 94565 (APN 095-460-006) ("ADS Parcel"); and

WHEREAS, the ADS Parcel has an appraised value of $800,000 assuming the New Home is completed; and

WHEREAS, City proposes to acquire and deed restrict the ADS Parcel and New Home for affordable housing for the benefit of the Housing Authority of the City of Pittsburg, who would then lease the home at an affordable rent to a Housing Choice Voucher participant; and

WHEREAS, the appraised value of the ADS Parcel exceeds the appraised value of the City Property; and

WHEREAS, City and ADS propose to exchange the City Property for the ADS Parcel to: (1) expand the supply of affordable housing within the City; and (2) enable ADS, Discovery Builders or a Discovery Builders affiliate to pursue development of the City Property with a new Discovery Builders headquarters building on the City Property; and

WHEREAS, the Surplus Land Act (Government Code 54220 et seq.) ("SLA") limits the circumstances under which a City may transfer land that is no longer required for City uses. Generally, such land must be offered to low income housing developers for construction of housing or to certain entities for use of the property for open space and recreational purposes. There are, however, certain exemptions to that process. In particular, Government Code Section 54221(f)(1)(C) allows a City to transfer property as exempt surplus land, without offering the property to housing developers or recreational entities, when the property is being exchanged for other property needed for City purposes (“Exemption”).

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby declares the City Property as exempt surplus lands pursuant to the Exemption.

BE IT FURTHER RESOLVED that in compliance with the Exemption and the Pittsburg Municipal Code, the City:

- Finds that the exchange described above will help achieve City purposes, including without limitation, by facilitating the construction of affordable housing.
- Authorizes the City Manager to enter into an agreement with ADS to exchange the City Property for the ADS Parcel in substantially the form of the agreement attached hereto as Exhibit A.
- Directs City staff to ensure that once the ADS Parcel and New Home to be developed thereon is acquired by the City, all necessary steps are taken to ensure it is deed-restricted for exclusive use as affordable housing and rented to an income eligible household at an affordable rent.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 17th day of November 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST BY:

____
Alice E. Evenson, City Clerk

ASSESSOR'S PARCEL NOS: 086-100-049; 086-100-050; 086-100-051; 086-100-052; & 095-460-006

TITLE REPORT NOS: _____

AGREEMENT FOR EXCHANGE OF REAL PROPERTY (INCLUDING ESCROW INSTRUCTIONS)

THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY ("Agreement") is entered into as of ____________________, 2025, the later of the dates indicated on the signature page below ("Execution Date"), by and between CITY OF PITTSBURG, a municipal corporation of the State of California ("City"), and ADS III HOLDINGS, LLC, a California Limited Liability Company ("ADS III Holdings").

R E C I T A L S

A. ADS III Holdings is the fee owner of and has obtained land use entitlements, including a tentative subdivision map, of a 27-unit single-family residential subdivision project known as Bancroft Garden II project, Subdivision No. 8805 ("Bancroft Project"). ADS III Holdings may satisfy the City's inclusionary housing requirements by paying an in-lieu fee. If paid in cash, the in-lieu fee for the inclusionary housing requirements relating to the Bancroft Project would be $288,900 ("In-lieu Fee").

B. The Bancroft Project property owned by ADS III Holdings includes, among other parcels, the approximately 0.14-acre parcel designated as Lot 6 in the Bancroft Garden II subdivision, with a street address of 2125 Birchwood Court, Pittsburg, California, designated as APN: 095-460-006, and more particularly described in Exhibit A attached hereto ("ADS III Holdings Parcel"). ADS III Holdings intends to construct thereon an approximately 1,896 square foot, 3-bedroom, 2.5-bath single family home as shown in "Plan 2" pursuant to the attached Exhibit G. ("New Home" and, together with the ADS III Holdings Parcel, the "ADS III Holdings Property").

C. City is the owner of that certain approximately 2.86 acres consisting of four (4) parcels of real property generally located adjacent to the Contra Costa County Courthouse, and across the street from Pittsburg City Hall in the City of Pittsburg, County of Contra Costa, State of California designated as APNs 086-100-049, 086-100-052, 086-100-051, 086-100-050 as legally described on Exhibit B (the "City Property").

D. By City Council Resolution No. 25______ ("Exempt Surplus Land Resolution"), the City Council has determined that the City Property is exempt surplus land under section 54221(f)(1)(C) of the State Surplus Land Act (Government Code section 54220 et seq.) because City desires to exchange the City Property for the ADS III Holdings Property, which will be added to the City Housing Authority's inventory of affordable residential homes available to income eligible persons and families.

E. ADS III Holdings desires to acquire the City Property for development of a new ADS III Holdings headquarters building, for its affiliate Discovery Builders ("Discovery

Headquarters") on the City Property and to commence construction of such building prior to the closing of the real property exchange transaction contemplated by this Agreement.

F. ADS III Holdings and City have determined it is in their respective interests and the interest of the community for ADS III Holdings and City to exchange the ADS III Holdings Property for the City Property, pursuant to the terms and conditions described herein.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed between the parties as follows:

A G R E E M E N T

1. Conditions Precedent to Effectiveness. This Agreement shall become effective only when and if the California Department of Housing and Community Development ("HCD") shall have expressly approved the exempt surplus land determination made by City in the Exempt Surplus Land Resolution. The "Effective Date" of this Agreement shall be the date on which HCD has approved City's exempt surplus land determination. If HCD has not approved City's exempt surplus land determination as set forth in the Exempt Surplus Land Resolution by the date which is sixty (60) days after the Execution Date, this Agreement shall terminate and neither party shall have any further rights or obligations hereunder other than those obligations which survive expiration or termination. The City Manager may, in their sole, absolute discretion, extend the time period in increments of 30 days to a maximum of 180 days.

2. Agreement to Exchange.

2.1. Exchange; Conditions Precedent. Subject to satisfaction of the conditions precedent to closing set forth in Sections 7.3 and 7.4 below, City shall grant to ADS III Holdings a fee interest in the City Property, and ADS III Holdings shall grant to City, a fee interest in the ADS III Holdings Property.

2.2. Value. City and ADS III Holdings acknowledge and agree that the value of the ADS III Holdings Property is approximately equal to the combined value of the City Property and the In-lieu Fee.

3. Conveyance of Title.

3.1. Conveyance to City. ADS III Holdings shall convey to City, by the ADS III Holdings Grant Deed (defined in Section 5.1 below), fee title to the ADS III Holdings Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes except the ADS III Holdings Property Title Exceptions approved or deemed approved by City as provided in Section 7.1 below (collectively, "City's Permitted Exceptions"). ADS III Holdings shall not voluntarily create any new exceptions to title following the Execution Date unless otherwise approved by City in its sole, absolute discretion.

3.2. Conveyance to ADS III Holdings. City shall convey to ADS III Holdings, by the City Grant Deed (defined in Section 5.1 below), fee title to the City Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes except (i) the City Property Title Exceptions approved or deemed approved by ADS III Holdings as provided in Section 7.2 below; and (iii) matters created by, through or under ADS III Holdings (collectively, "ADS III Holdings' Permitted Exceptions"). City shall not voluntarily create any new exceptions to title following the Execution Date.

4. Title Insurance Policies. Following recordation of the ADS III Holdings Grant Deed Escrow Agent shall provide City with an ALTA owner's policy of title insurance in the amount of $[______________], issued by the Title Company, together with any endorsements that City may reasonably request, showing fee simple title to the ADS III Holdings Property vested in City, subject only to City's Permitted Exceptions and the printed exceptions and stipulations in the policy. Following recordation of the City Grant Deed Escrow Agent shall provide ADS III Holdings with an ALTA owner's policy of title insurance in the amount of $[______________], issued by the Title Company, together with any endorsements that ADS III Holdings may reasonably request, showing fee simple title to the City Property vested in ADS III Holdings, subject only to ADS III Holdings' Permitted Exceptions and the printed exceptions and stipulations in the policy. City and ADS III Holdings shall each pay the title policy premium for its respective title insurance policy.

5. Escrow. City has opened an escrow ("Escrow") at Chicago Title Company, Concord Airport Plaza, 1200 Concord Ave #400, Concord, CA 94520 (the "Escrow Agent"). This Agreement, together with any supplemental escrow instructions prepared by Escrow Agent and executed by City and ADS III Holdings, constitutes the joint escrow instructions of City and ADS III Holdings, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement.

5.1. Grant Deeds. Prior to the close of Escrow, ADS III Holdings shall execute, acknowledge and deliver into Escrow a grant deed in the form attached hereto as Exhibit D ("ADS III Holdings Grant Deed") conveying fee title to the ADS III Holdings Property to City and City shall execute, acknowledge and deliver into escrow a grant deed in the form attached hereto as Exhibit E ("City Grant Deed") conveying fee title to the City Property to ADS III Holdings. A Certificate of Acceptance to be attached to the ADS III Holdings Grant Deed shall be executed, acknowledged and delivered into Escrow by City on or before the close of Escrow. City and ADS III Holdings agree to deposit with Escrow Agent owners' affidavits and any additional documents as may be reasonably necessary to complete this transaction.

5.2. Insurance. Insurance policies for fire or casualty, if any, are not to be transferred pursuant to the real property exchange, and ADS III Holdings and City will each cancel its own policies after close of Escrow. Nothing herein is intended to alter the insurance requirements of the License Agreement.

5.3. Escrow Account. Because this Agreement involves a land exchange, there will be no purchase money funds deposited into the Escrow account. However, the parties will deposit funds to pay their respective share of closing costs, and all funds received in the Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other escrow trust account in any state or national bank doing business in the State of California. All disbursements shall be made by check from such account.

5.4. Pro Rations; Tax Adjustment Procedure. Escrow Agent is authorized and is instructed to comply with the following pro ration and tax adjustment procedure:

a. Delinquent Taxes. Escrow Agent shall pay and charge ADS III Holdings for any unpaid delinquent property taxes, assessments or bonds and/or penalties and interest thereon, payable with respect to the ADS III Holdings Property.

b. Current Taxes. Escrow Agent shall pay and charge ADS III Holdings for that portion of current property taxes and assessments payable with respect to the ADS III Holdings Property, which are allocable to the period prior to the close of Escrow. The portion of current property taxes payable with respect to the ADS III Holdings Property which would otherwise be allocable to the period after the close of Escrow shall not be allocated, as City is exempt from payment of property taxes. Escrow Agent shall not be concerned with proration of property taxes and assessments on the City Property, as the City Property is currently exempt from property taxes.

c. Refund of Taxes. ADS III Holdings shall have the sole right, after close of Escrow, to apply to the Contra Costa County Tax Collector for refund of any excess property taxes paid by ADS III Holdings with respect to the ADS III Holdings Property. This refund would apply to the period after City's acquisition of the ADS III Holdings Property pursuant to Revenue and Taxation Code Section 5096.7.

d. Rents. There are no tenants on the ADS III Holdings Property, or the City Property, therefore there shall be no proration of rents.

6. Escrow Agent Authorization. Escrow Agent is authorized to, and shall:

6.1. Pay and Charge ADS III Holdings. Pay and charge ADS III Holdings for (i) any amount necessary to place title to the ADS III Holdings Property in the condition necessary to satisfy Section 3.1 above, and (ii) ADS III Holdings' share of Escrow fees, recording fees and other costs and expenses of Escrow payable under Section 6.8 below.

6.2. Pay and Charge City. Pay and charge City for (i) any amount necessary to place title to the City Property in the condition necessary to satisfy Section 3.2 above, and (ii) City's share of Escrow fees, recording fees and other costs and expenses of Escrow payable under Section 6.8 below.

6.3. Recordation and Delivery. Record the ADS III Holdings Grant Deed, the Certificate of Acceptance, and the City Grant Deed; and deliver the title policies and the Non-Foreign Transferor Declarations to City and ADS III Holdings, when conditions of the Escrow have been fulfilled by City and ADS III Holdings.

6.4. Close of Escrow. The term "close of Escrow," if and where written in these instructions, shall mean the date the ADS III Holdings Grant Deed and Certificate of Acceptance and the City Grant Deed are recorded in the office of the Contra Costa County Recorder. The term "Closing" shall refer to the close of Escrow. Recordation of instruments delivered through this Escrow is authorized, if necessary or proper in the issuance of the policies of title insurance pursuant to Section 4 hereof.

6.5. Time Limits. All time limits within which any matter specified is to be performed may be extended by mutual agreement of the parties. Any amendment of, or supplement to, any instructions must be in writing. City Manager is authorized to agree to time limit extensions on behalf of City.

6.6. Time of the Essence. TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE ON OR BEFORE August 1, 2027, or such later date as the parties may agree each in its sole discretion. ("Outside Date".) If this Escrow is not in condition to close by the Outside Date, then any party who has fully complied with this Agreement may, in writing, demand the return of its money, papers or documents; provided, however, no demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of demand to the other party at the respective addresses shown in Section 20, below, and if any objections are raised within such five (5) day period, Escrow Agent is authorized to hold all money, papers and documents until instructed by a court of competent jurisdiction or mutual instructions.

6.7. Escrow Agent Responsibility. The responsibility of the Escrow Agent under this Agreement is expressly limited to Sections 2, 3, 4, 5, 6, 7, 8, 10, and 15 of this Agreement and to its liability under any policy of title insurance issued in regard to this Escrow.

6.8. Escrow Fees, Charges and Costs. City and ADS III Holdings shall each pay one-half of all usual fees, charges, and costs which arise in this Escrow.

6.9. FIRPTA. ADS III Holdings and City agree to execute and deliver as directed by Escrow Agent any instrument, affidavit, and statement, including without limitation a Non- Foreign Transferor Declaration in the form attached hereto as Exhibit F, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated thereunder. If the provisions of FIRPTA or similar state act apply to the transaction memorialized in this Agreement, and unless is ADS III Holdings not a "foreign person" or an exemption applies, the Escrow Agent shall charge and collect from ADS III Holdings all amounts necessary to comply with all applicable provisions of FIRPTA and any similar state act.

6.10. Tax Requirements. Escrow Agent shall prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

6.11. Transfer Taxes. No transfer tax shall be due in connection with conveyance of the ADS III Holdings Property because City is a public entity. Transfer taxes, if any, payable in connection with conveyance of the City Property shall be paid by ADS III Holdings.

7. Conditions Precedent to Close of Escrow.

7.1. City's Due Diligence. City shall, with respect to the ADS III Holdings Property, review and approve or disapprove in its sole and absolute discretion, as hereafter provided, all physical, legal and investment aspects of the ADS III Holdings Property and its condition and suitability for City's purposes, including, without limitation, zoning determination, title review, market review, construction and permit review, environmental and physical review, ingress and egress study and other studies desired by City, and compliance with any laws, ordinances, codes, statutes, rules, orders, decisions and/or regulations with respect to the Property, and all of the following matters:

a. Physical and Governmental Inspections. City and City's representatives, agents, contractors, consultants, employees and designees shall have the right to enter upon the ADS III Holdings Property from time to time with twenty-four (24) hours' advance telephonic notice to ADS III Holdings, at City's sole cost, to conduct such inspections, investigations, including without limitation with regard to all of the matters set forth above in the preceding paragraph, and non-invasive tests as City may elect to make or obtain including, without limitation, an ALTA survey and a Phase 1 Environmental Study (collectively, "City's Inspections"). Any environmental investigation of the ADS III Holdings Property beyond a "Phase 1 Site Assessment" must first be approved by ADS III Holdings, which approval shall not be unreasonably withheld or delayed. City shall promptly repair all physical damage to the ADS III Holdings Property caused by City's Inspections and restore as nearly as possible the ADS III Holdings Property to its condition prior to City's Inspections and shall protect, defend, indemnify and hold ADS III Holdings harmless from all claims, demands, liabilities and costs, including, without limitation, reasonable legal fees, arising from or related to any damage to property (real or personal) or injury to or death of any person to the extent caused by City's activities in performing City's Inspections; provided, however, that the foregoing indemnity, defense and hold harmless obligations do not apply to (a) any loss, liability cost, claim, damage, injury or expense to the extent arising from the negligent acts or omissions of ADS III Holdings, (b) any diminution in value in the ADS III Holdings Property arising from or relating to matters discovered by City during its investigation of the ADS III Holdings Property, (c) any latent defects in the ADS III Holdings Property discovered by City, and (d) the release or spread of any Hazardous Materials that are discovered (but not deposited or exacerbated) on or under the ADS III Holdings Property by City unless caused by the negligence of City or its agents or contractors. Such obligation to protect, defend, indemnify and hold ADS III Holdings harmless shall survive the Closing or any termination of this Agreement.

b. Property Information. Within five (5) days after the Effective Date ADS III Holdings, at its expense, shall deliver to City a Natural Hazard Disclosure Report with respect to the ADS III Holdings Parcel. ADS III Holdings has, prior to the Effective Date, delivered to City certain property condition reports, analysis, surveys, results of property investigations, studies, easements and other documents (collectively, the "ADS III Holdings Property Information"). ADS III Holdings may deliver additional documents pertaining to the ADS III Holdings Property to the City following the Effective Date. Such additional documents shall also be deemed to constitute ADS III Holdings Property Information. The ADS III Holdings Property Information is delivered to City without any representation or warranty, expressed or implied, on the part of ADS III Holdings as to the accuracy or completeness thereof. City shall not rely on any ADS III Holdings Property Information without independently verifying the accuracy and completeness of the same.

c. Title Inspection.

(1) ADS III Holdings shall endeavor to cause Fidelity National Title (the "Title Company") to issue and deliver to ADS III Holdings and City a Preliminary Title Report with respect to the ADS III Holdings Property (the "ADS III Holdings Title Report") within ten (10) days following the Effective Date and City shall have twenty (20) days following receipt thereof ("City Title Review Period") within which to notify ADS III Holdings of any exceptions to title as shown in the ADS III Holdings Title Report which City disapproves. Any exceptions which are timely disapproved in writing by City pursuant to this section shall be referred to collectively as the "City Title Objections." If City fails to notify ADS III Holdings of its disapproval of any matters shown in the ADS III Holdings Title Report within the City Title Review Period, City shall be deemed to have disapproved such matters. If City notifies ADS III Holdings of any City Title Objections within the City Title Review Period then, at ADS III Holdings' sole discretion, ADS III Holdings may elect (but shall not be obligated) to remove or cause to be removed any of the City Title Objections at ADS III Holdings' expense, or to cause any City Title Objections to be insured against by the Title Company, which removal will be deemed achieved by the issuance of title insurance insuring against the effect of the City Title Objections or removal of such exception from the ADS III Holdings Title Report, in each case subject to City's reasonable approval. ADS III Holdings may notify City in writing ("ADS III Holdings' Title Notice") within three (3) business days after receipt of City's notice of City Title Objections ("ADS III Holdings' Cure Notice Period") whether ADS III Holdings elects to remove or to cause the Title Company to insure against the same, and, by the Closing Date, ADS III Holdings shall remove or cause the Title Company to insure against those City Title Objections elected to be removed or insured against by ADS III Holdings in ADS III Holdings' Title Notice. ADS III Holdings' failure to deliver ADS III Holdings' Title Notice to City shall constitute ADS III Holdings' election not to cure such City Title Objections. Notwithstanding the foregoing, ADS III Holdings agrees to remove as exceptions to title to the Property the following prior to the Closing Date (i) all delinquent taxes and assessments and interest and penalties thereon affecting the Property, if any, (ii) all delinquent installments and accrued interest due on any bonds affecting the Property, (iii) all mortgages and deeds of trust, (iv) all mechanic's liens not created by City or resulting from City's Inspections, (v) judgment and income tax liens against ADS III Holdings, and (vi) any exceptions or encumbrances to title which are created by ADS III Holdings after the Execution Date without the written consent of City.

(2) If ADS III Holdings elects or is deemed to have elected not to cause one or more of the exceptions identified in City Title Objections to be removed or insured against prior to the Closing Date, City may elect, by written notice to ADS III Holdings on or before 5:00 p.m. (Pacific Standard Time) December 31, 2025 ("Contingency Date"), to accept such exceptions in which case such exceptions shall be deemed accepted and approved City Permitted Exceptions. City's failure to give notice accepting such title exceptions on or before the Contingency Date shall be deemed an election by City to terminate this Agreement in which case each party shall promptly execute and deliver to Escrow Agent such documents as Escrow Agent may reasonably require to evidence such termination, and the respective obligations of City and ADS III Holdings

under this Agreement shall terminate, except as to matters which expressly survive termination.

d. Contingency Date. City shall have until 5:00 p.m. (Pacific Standard Time) on the Contingency Date in which to approve or disapprove, in City's sole and absolute discretion, any and all inspections, investigations, tests and studies set forth in Section 7.1 by providing written notice to ADS III Holdings ("City's Approval Notice"). In the event City determines the ADS III Holdings Property is not acceptable to City for any reason, in accordance with the immediately preceding sentence, City shall have the right to terminate this Agreement by delivering written notice to ADS III Holdings of its election to terminate pursuant to this Section 7.1 at or before the Contingency Date ("City's Disapproval Notice"). In the event City has not provided ADS III Holdings, by the Contingency Date, with City's Approval Notice or City's Disapproval Notice, this Agreement shall automatically be deemed to have been terminated effective as of the Contingency Date, except for covenants that survive the termination of this Agreement. If City timely notifies ADS III Holdings of City's election to terminate this Agreement or if this Agreement is deemed to have been terminated as provided above, upon such termination, each party shall promptly execute and deliver to Escrow Agent such documents as Escrow Agent may reasonably require to evidence such termination, and the respective obligations of City and ADS III Holdings under this Agreement shall terminate, except as to matters which expressly survive termination.

7.2. ADS III Holdings' Due Diligence. ADS III Holdings shall, with respect to the City Property, review and approve or disapprove in its sole and absolute discretion, as hereafter provided, all physical, legal and investment aspects of the City Property and its condition and suitability for ADS III Holdings' purposes, including, without limitation, zoning determination, title review, market review, construction and permit review, environmental and physical review, ingress and egress study and other studies desired by ADS III Holdings, and compliance with any laws, ordinances, codes, statutes, rules, orders, decisions and/or regulations with respect to the City Property, and all of the following matters:

a. Physical and Governmental Inspections. ADS III Holdings and ADS III Holdings' representatives, agents, contractors, consultants, employees and designees shall have the right to enter upon the City Property from time to time with twenty-four (24) hours' advance telephonic notice to City, at ADS III Holdings' sole cost, to conduct such inspections, investigations, including without limitation with regard to all of the matters set forth above in the preceding paragraph, and non-invasive tests as ADS III Holdings may elect to make or obtain including, without limitation, an ALTA survey and a Phase 1 Environmental Study (collectively, "ADS III Holdings' Inspections"). Any environmental investigation of the City Property beyond a "Phase 1 Site Assessment" must first be approved by City, which approval shall not be unreasonably withheld or delayed. ADS III Holdings shall promptly repair all physical damage to the City Property caused by ADS III Holdings' Inspections and restore as nearly as possible the City Property to its condition prior to ADS III Holdings' Inspections and shall protect, defend, indemnify and hold City harmless from all claims, demands, liabilities and costs, including, without limitation, reasonable legal fees, arising from or related to any damage to property (real or personal) or injury to or death of any person to the extent caused by ADS III Holdings' activities in performing ADS III Holdings' Inspections; provided, however, that the foregoing indemnity, defense and hold harmless obligations do not apply to (a) any loss, liability cost, claim, damage, injury or expense to the extent arising from the negligent acts or omissions of City, (b) any diminution in value in the City Property arising from or relating to matters discovered by ADS III Holdings during its investigation of the City Property, (c) any latent defects in the City Property discovered by ADS III Holdings, and (d) the release or spread of any Hazardous Materials that are discovered (but not deposited or exacerbated) on or under the City Property by ADS III Holdings unless caused by the negligence of ADS III Holdings or its agents or contractors. Such obligation to protect, defend, indemnify and hold City harmless shall survive the Closing or any termination of this Agreement.

b. Property Information. Within five (5) days after the Effective Date, City, at its expense, shall deliver to ADS III Holdings a Natural Hazard Disclosure Report with respect to the City Property. City has, prior to the Effective Date, delivered to ADS III Holdings certain property condition reports, analysis, surveys, results of property investigations, studies, and other documents (collectively, the "City Property Information"). City may deliver additional documents pertaining to the City Property to ADS III Holdings following the Effective Date. Such additional documents shall also be deemed to constitute City Property Information. The City Property Information is delivered to ADS III Holdings without any representation or warranty, expressed or implied, on the part of City as to the accuracy or completeness thereof. ADS III Holdings shall not rely on any City Property Information without independently verifying the accuracy and completeness of the same.

c. Title Inspection.

(1) ADS III Holdings shall endeavor to cause the Title Company to issue and delivery to City and ADS III Holdings a Preliminary Title Report with respect to the City Property (the "City Title Report") within ten (10) days following the Effective Date and ADS III Holdings shall have twenty (20) days following receipt thereof, but in all events not later than the Contingency Date (the "ADS III Holdings Title Review Period") within which to notify City of any exceptions to title as shown in the City Title Report which ADS III Holdings disapproves. Any exceptions which are timely disapproved in writing by ADS III Holdings pursuant to this section shall be referred to collectively as the "ADS III Holdings Title Objections." If ADS III Holdings fails to notify City of its disapproval of any matters shown in the City Title Report within the ADS III Holdings Title Review Period, ADS III Holdings shall conclusively be deemed to have approved such matters. Any such matter not disapproved in writing by ADS III Holdings within the ADS III Holdings Title Review Period shall constitute a "ADS III Holdings Permitted Exception" hereunder. If ADS III Holdings notifies City of any ADS III Holdings Title Objections within the ADS III Holdings Title Review Period then, at City's sole discretion, City may elect (but shall not be obligated) to remove or cause to be removed any of the ADS III Holdings Title Objections at City's expense, or to cause any ADS III Holdings Title Objections to be insured against by the Title Company, which removal will be deemed achieved by the issuance of title insurance insuring against the

effect of the ADS III Holdings Title Objections or removal of such exception from the City Title Report, in each case subject to ADS III Holdings' reasonable approval. City may notify ADS III Holdings in writing ("City's Title Notice") within three (3) business days after receipt of ADS III Holdings' notice of ADS III Holdings Title Objections ("City's Cure Notice Period") whether City elects to remove or to cause the Title Company to insure against the same, and, by the Closing Date, City shall remove or cause the Title Company to insure against those Title Objections elected to be removed or insured against by City in City's Title Notice. City's failure to deliver City's Title Notice to ADS III Holdings shall constitute City's election not to cure such ADS III Holdings Title Objections. Notwithstanding the foregoing, City agrees to remove as exceptions to title to the City Property the following prior to the Closing Date (i) all delinquent taxes and assessments and interest and penalties thereon affecting the City Property, if any, (ii) all delinquent installments and accrued interest due on any bonds affecting the City Property, (iii) all mortgages and deeds of trust, if any, (iv) all mechanic's liens not created by ADS III Holdings or resulting from ADS III Holdings' Inspections, (v) judgment liens against City, and (vi) any exceptions or encumbrances to title which are created by City after the Execution Date without the written consent of ADS III Holdings.

(2) If City elects or is deemed to have elected not to cause one or more of the exceptions identified in ADS III Holdings Title Objections to be removed or insured against prior to the Closing Date, ADS III Holdings may elect, by written notice to City on or before the Contingency Date, to accept such exceptions in which case such exceptions shall be deemed approved and accepted ADS III Holdings Permitted Exceptions. ADS III Holdings' failure to give such notice accepting such exceptions on or before the Contingency Date shall be deemed ADS III Holdings' election to terminate this Agreement in which case each party shall promptly execute and deliver to Escrow Agent such documents as Escrow Agent may reasonably require to evidence such termination, and the respective obligations of City and ADS III Holdings under this Agreement shall terminate, except as to matters which expressly survive termination.

d. Contingency Date. ADS III Holdings shall have until 5:00 p.m. (Pacific Standard Time) on the Contingency Date in which to approve or disapprove, in ADS III Holdings' sole and absolute discretion, any and all inspections, investigations, tests and studies set forth in Section 7.2 by providing written notice to City ("ADS III Holdings' Approval Notice"). In the event ADS III Holdings determines the City Property is not acceptable to ADS III Holdings for any reason, in accordance with the immediately preceding sentence, ADS III Holdings shall have the right to terminate this Agreement by delivering written notice to City of its election to terminate pursuant to this Section 7.2 at or before the Contingency Date ("ADS III Holdings' Disapproval Notice"). In the event ADS III Holdings has not provided City, by the Contingency Date, with ADS III Holdings' Approval Notice or ADS III Holdings' Disapproval Notice, this Agreement shall automatically be deemed to have been terminated effective as of the Contingency Date, except for covenants that survive the termination of this Agreement. If ADS III Holdings timely notifies City of ADS III Holdings' election to terminate this Agreement or if this Agreement is deemed to have been terminated as provided above, upon such termination, each party shall promptly execute and deliver to Escrow Agent such documents as Escrow Agent may reasonably require to evidence such termination, and the respective obligations of ADS III Holdings and City under this Agreement shall terminate, except as to matters which expressly survive termination.

7.3. City's Conditions Prior to Closing. The obligation of the City to complete the exchange of the ADS III Holdings Property for the City Property is subject to the satisfaction or waiver by City of all of the following conditions:

a. ADS III Holdings shall have delivered through Escrow an executed, acknowledged and recordable ADS III Holdings Grant Deed sufficient to convey fee title in the ADS III Holdings Property to the City as set forth in Section 5.1.

b. ADS III Holdings shall have delivered through Escrow a Non-Foreign Transferor Declaration duly executed and in the form of Exhibit F attached hereto and such other funds and documents as are necessary to comply with ADS III Holdings' obligations under this Agreement.

c. ADS III Holdings shall not be in default of any of its obligations under the terms of this Agreement, and all of ADS III Holdings' representations and warranties made as of the date of this Agreement shall continue to be true and correct as of the close of Escrow.

d. City shall have approved the condition of title to the ADS III Holdings Property and Escrow Agent shall have committed to deliver to City an owner title insurance policy meeting the requirements set forth in Section 4 above.

e. City shall have shall have provided City's Approval Notice as provided in Section 7.1 above.

f. ADS III Holdings shall hold a design meeting with City to allow City to select home finishes based upon standard options offered to buyers of homes within the Bancroft Project.

g. ADS III Holdings shall have satisfactorily completed construction of the New Home on the ADS III Holdings Parcel in accordance with the approved construction documents for "Plan 2" per Exhibit G and shall have obtained all required permits, approvals, and occupancy certificates, including a final certificate of occupancy, as well as paid all applicable fees for the New Home. City impact fees, City permit fees and City inspection fees for the New Home shall be waived or paid by City on ADS III Holdings' behalf. Nothing in the foregoing shall be construed as a waiver of (i) fees City collects on behalf of other public agencies; or (ii) City impact fees, City permit fees or City inspection fees payable with respect to the other 26 residential units in the Bancroft Project.

h. No casualty event or other material adverse change as to the condition of the ADS III Holdings Property shall have occurred between the date a final certificate of occupancy is issued by City with respect to the New Home and the closing date of the transaction.

On failure of any of the conditions set forth above, City may terminate this Agreement with no further liability to ADS III Holdings by giving notice to ADS III Holdings on or before the expiration of the time allowed for each condition.

7.4. ADS III Holdings' Conditions Precedent to Closing. The obligation of ADS III Holdings to complete the exchange of the ADS III Holdings Property for the City Property is subject to the satisfaction or waiver by ADS III Holdings of all of the following conditions:

a. City shall have delivered through Escrow an executed, acknowledged and recordable City Grant Deed sufficient to convey fee title in the City Property to ADS III Holdings as set forth in Section 5.1.

b. City shall have delivered through Escrow a Certificate of Acceptance in the form attached to the ADS III Holdings Grant Deed.

c. City shall have delivered through Escrow a Non-Foreign Transferor Declaration duly executed and in the form of Exhibit F attached hereto and such other funds and documents as are necessary to comply with City's obligations under this Agreement.

d. City shall not be in default of any of its obligations under the terms of this Agreement, and all of City's representations and warranties made as of the date of this Agreement shall continue to be true and correct as of the close of Escrow.

e. ADS III Holdings shall have approved the condition of title to the City Property and Escrow Agent shall have committed to deliver to ADS III Holdings a title insurance policy meeting the requirements set forth in Section 4 above.

f. ADS III Holdings shall have provided ADS III Holdings' Approval Notice as provided in Section 7.2 above.

On failure of any of the conditions set forth above, ADS III Holdings may terminate its obligations under this Agreement with no further liability to City by giving notice to City on or before the expiration of the time allowed for each condition.

8. Acceptance of Properties As-Is.

8.1. City Acknowledgements. City acknowledges and agrees that prior to the close of Escrow it will have had full opportunity to inspect and investigate every aspect of the ADS III Holdings Property, including all matters related to legal status or requirements, physical condition, zoning, environmental condition, title and all other matters of significance. City specifically acknowledges and agrees that the ADS III Holdings Property is being conveyed in an "AS IS" condition and "WITH ALL FAULTS" as of the date of close of Escrow. Except as expressly set forth in this Agreement, no statements, representations or warranties have been made or are made and no responsibility has been or is assumed by ADS III Holdings, or by any officer, employee, person, firm, agent or representative acting or purporting to act on behalf of ADS III Holdings, as to any matters concerning, or that might in any manner affect, the ADS III

Holdings Property, including the value or income potential thereof, and City is not relying upon any such statement, representation or warranty. City acknowledges that ADS III Holdings has requested City to inspect fully the ADS III Holdings Property and investigate all matters relevant thereto and to rely solely upon the results of City's own inspections or other information obtained or otherwise available to City, rather than any information that may have been provided by ADS III Holdings to City, other than ADS III Holdings' express representations and warranties set forth in this Agreement or in the documents executed in connection with this Agreement.

a. ADS III Holdings shall provide to City its standard warranty as stated in its "Homeowners Maintenance Manual," form: May 3, 2021, or such other warranty that ADS III Holdings proposes, and City, in its sole discretion, accepts, and shall ensure that manufacturers' warranties for all appliances and residential building systems are assigned or transferred, to the extent possible.

8.2. <u>ADS III Holdings Acknowledgements</u>. ADS III Holdings acknowledges and agrees that prior to the close of Escrow it will have had full opportunity to inspect and investigate every aspect of the City Property, including all matters related to legal status or requirements, physical condition, zoning, environmental condition, title and all other matters of significance. ADS III Holdings specifically acknowledges and agrees that the City Property is being conveyed in an "AS IS" condition and "WITH ALL FAULTS" as of the date of close of Escrow. Except as expressly set forth in this Agreement, no statements, representations or warranties have been made or are made and no responsibility has been or is assumed by City, or by any officer, employee, person, firm, agent or representative acting or purporting to act on behalf of City, as to any matters concerning, or that might in any manner affect, the City Property, including the condition or repair of the City Property or the value or income potential thereof, and ADS III Holdings is not relying upon any such statement, representation or warranty. ADS III Holdings acknowledges that City has requested ADS III Holdings to inspect fully the City Property and investigate all matters relevant thereto and to rely solely upon the results of ADS III Holdings' own inspections or other information obtained or otherwise available to ADS III Holdings, rather than any information that may have been provided by City to ADS III Holdings, other than City's express representations and warranties set forth in this Agreement or in the documents executed in connection with this Agreement.

9. <u>Other Obligations</u>

9.1. <u>Temporary Construction License Agreement</u>. Within 10 days following the Effective Date, the parties shall execute a temporary construction license agreement substantially in the form attached hereto as <u>Exhibit C</u> ("<u>License Agreement</u>") providing ADS III Holdings the right to access and, at its sole risk, commence construction of its new corporate headquarters building on the City Property prior to Closing, pursuant to the terms and conditions of the License Agreement and subject to the requirements of applicable laws and all land use entitlements and development permits.

9.2. <u>Applications</u>. City will expeditiously process applications for permits for construction of Discovery Headquarters.

10. Closing Statement. ADS III Holdings and City hereby instruct Escrow Agent to release copies of their respective closing statements to each other.

11. Loss or Damage to Property. Loss or damage to the ADS III Holdings Property, by fire or other casualty, occurring prior to Closing, shall be at the risk of ADS III Holdings. Loss or damage to any improvements constructed by ADS III Holdings on the City Property, by fire or other casualty, occurring prior to Closing, shall be at the risk of ADS III Holdings.

12. Warranties, Representations, and Covenants of City. City hereby warrants, represents, and/or covenants to ADS III Holdings that:

12.1. Pending Claims. To the best of City's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the City Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

12.2. Encroachments. To the best of City's knowledge, there are no encroachments onto the City Property by improvements on any adjoining property.

12.3. City's Title. Until the close of Escrow, City shall not do anything which would impair City's title to any of the City Property.

12.4. Conflict with Other Obligation. To the best of City's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restrictions, or other agreement or instrument to which City or the City Property may be bound.

12.5. Authority. City is the owner of and has the full right, power, and authority to sell, convey, and transfer the City Property to ADS III Holdings as provided herein and to carry out City's obligations hereunder. Each party executing this Agreement on behalf of City is duly and validly authorized to do so on behalf of City.

12.6. Bankruptcy. Neither City nor any related entity is the subject of a bankruptcy proceeding, and permission of a bankruptcy court is not necessary for City to be able to transfer the City Property as provided herein.

12.7. Governmental Compliance. City has not received any notice from any governmental agency or authority alleging that the City Property is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation, including any Environmental Laws. If any such notice or notices are received by City following the date this Agreement is signed by City, City shall notify ADS III Holdings within ten (10) days of receipt of such notice. City then, at its option, may either elect to perform the work or take the necessary corrective action prior to the close of Escrow or refuse to do so, in which case City shall notify ADS III Holdings of such refusal and ADS III Holdings shall be entitled to either close Escrow with knowledge of such notice(s) or terminate this Agreement.

12.8. Right to Possession. No person or entity other than City has the right to possess the City Property or any portion thereof, as of the date of this Agreement.

12.9. No Tenants. The City Property is not occupied by City or any other person or entity. City shall not enter into any lease or other agreement, respecting use or occupancy of the City Property or any portion thereof, without the written consent of ADS III Holdings.

12.10. Non-Foreign Transferor. City is not a "foreign person" within the meaning of the Foreign Investment in Real Property Act or any similar state statute, and City will comply with all of the requirements of the Foreign Investment in Real Property Act and any similar state statute in connection with this transaction.

12.11. Change of Situation. Until the close of Escrow, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 12 (12.1 through 12.10, inclusive) not to be true as of the close of Escrow, immediately give written notice of such fact or condition to ADS III Holdings.

13. Warranties, Representations, and Covenants of ADS III Holdings. ADS III Holdings hereby warrants, represents, and/or covenants to City that:

13.1. Pending Claims. To the best of ADS III Holdings' knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the ADS III Holdings Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

13.2. Encroachments. To the best of ADS III Holdings' knowledge, there are no encroachments onto the ADS III Holdings Property by improvements on any adjoining property.

13.3. ADS III Holdings' Title. Until the close of Escrow, ADS III Holdings shall not do anything which would impair ADS III Holdings' title to any of the ADS III Holdings Property.

13.4. Conflict with Other Obligation. To the best of ADS III Holdings' knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restrictions, or other agreement or instrument to which ADS III Holdings or the ADS III Holdings Property may be bound.

13.5. Authority. ADS III Holdings is the owner of and has the full right, power, and authority to sell, convey, and transfer the ADS III Holdings Property to City as provided herein and to carry out ADS III Holdings' obligations hereunder.

13.6. Bankruptcy. Neither ADS III Holdings nor any related entity is the subject of a bankruptcy proceeding, and permission of a bankruptcy court is not necessary for ADS III Holdings to be able to transfer the ADS III Holdings Property as provided herein.

13.7. Governmental Compliance. ADS III Holdings has not received any notice from any governmental agency or authority alleging that the ADS III Holdings Property is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation, including any Environmental Laws (defined below). If any such notice or notices are received by ADS III Holdings following the date this Agreement is signed by City, ADS III Holdings shall notify City within ten (10) days of receipt of such notice. ADS III Holdings then, at its option, may either elect to perform the work or take the necessary corrective action prior to the close of Escrow or refuse to do so, in which case ADS III Holdings shall notify City of such refusal and City shall be entitled to either close Escrow with knowledge of such notice(s) or terminate this Agreement.

13.8. Right to Possession. No person or entity other than ADS III Holdings has the right to possess the ADS III Holdings Property or any portion thereof, as of the date of this Agreement. ADS III Holdings shall not enter into any lease or other agreement, respecting use or occupancy of the ADS III Holdings Property or any portion thereof, without the written consent of City, other than those agreements necessary to complete the New Home described in Exhibit G.

13.9. Non-Foreign Transferor. ADS III Holdings is not a "foreign person" within the meaning of the Foreign Investment in Real Property Act or any similar state statute, and ADS III Holdings will comply with all of the requirements of the Foreign Investment in Real Property Act and any similar state statute in connection with this transaction.

13.10. Change of Situation. Until the close of Escrow, ADS III Holdings shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 13 (13.1 through 13.10, inclusive) not to be true as of the close of Escrow, immediately give written notice of such fact or condition to City.

14. Hazardous Materials and Environmental Laws Definitions.

14.1. Hazardous Materials. As used in this Agreement, the term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes, prior to the close of Escrow, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos or asbestos containing materials, (vii) polychlorinated byphenyls, (viii) Methyl-tert-Butyl Ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.,* or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq*.

14.2. Environmental Laws. As used in this Agreement, the term "Environmental Laws" means all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environmental Quality Act, and the rules, regulations, and ordinances of the California Department of Toxic Substances Control, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

15. Contingency. It is understood and agreed between the parties hereto that the completion of this transaction, and the Escrow created hereby, is contingent upon the specific acceptance and approval of this Agreement by the City. The execution of this Agreement by City and the delivery of same to Escrow Agent constitutes said acceptance and approval.

16. Full and Complete Settlement for Fee Interest. The City Property is being conveyed by City to ADS III Holdings in consideration for all of ADS III Holdings' interest in the ADS III Holdings Property and any rights or obligations which exist or may arise out of the acquisition of the ADS III Holdings Property for public purposes, including without limitation, ADS III Holdings' fee interest in the land and any improvements and fixtures and equipment located thereon, improvements pertaining to the realty (if any), severance damages, relocation assistance, any alleged pre-condemnation or inverse condemnation damages, loss of business goodwill (if any), costs, interest, attorney's fees, and any claim whatsoever of ADS III Holdings or ADS III Holdings' Parties (defined below) which might arise out of or relate in any respect to the acquisition of the ADS III Holdings Property by the City.

ADS III Holdings, on behalf of itself and all ADS III Holdings' Parties, fully releases and discharges City from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to (i) City's acquisition of the ADS III Holdings Property or the relocation of ADS III Holdings' Parties' business operations, if any, or the relocation of any person or persons, business or businesses, or other occupant or occupants located on the ADS III Holdings Property, including the specific waiver and release of any right to any relocation benefits, assistance and/or payments under California Government Code Section 7260, *et seq.,* notwithstanding that such relocation assistance, benefits and/or payments may be otherwise required under said sections or other state or federal law; and (ii) compensation for any interest in the ADS III Holdings Property or the business operations conducted thereon, if any, including, but not limited to, land and improvements, fixtures, furniture, or equipment thereon, goodwill, severance damage, attorneys' fees or any other compensation of any nature whatsoever. The term "ADS III Holdings' Parties" means ADS III Holdings and ADS III Holdings' employees, affiliates, subsidiaries, officers, representatives, successors and assigns.

It is hereby intended that the above release relates to both known and unknown claims that ADS III Holdings or ADS III Holdings' Parties may have, or claim to have, against the City with respect to the subject matter contained herein or the events relating thereto. By releasing and forever discharging claims both known and unknown, which are related to or which arise under or in connection with the items set out above, ADS III Holdings expressly waives on behalf of himself and ADS III Holdings' Parties any rights under California Civil Code Section 1542, which provides:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

17. Broker's Commission. ADS III Holdings and City each warrants and represents that it has not engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the ADS III Holdings Property, and/or the City Property. ADS III Holdings and City agree to and do hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, which it has employed in connection with the transaction covered by this Agreement.

18. Waiver, Consent and Remedies. Each provision of this Agreement to be performed by City and ADS III Holdings shall be deemed both a covenant and a condition and shall be a material consideration for ADS III Holdings' and City's performance hereunder, as appropriate, and any breach thereof by City or ADS III Holdings shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

19. Attorneys' Fees. In the event any declaratory or other legal or equitable action is instituted between ADS III Holdings, City and/or Escrow Agent in connection with this

Agreement, then as between City and ADS III Holdings, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.

20. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by e-mail, reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three (3) business days after the date of posting by the United States post office; (iii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; or (iv) if sent by e-mail, with the original sent on the same day by overnight courier, the date on which the e-mail is received, provided it is before 5:00 P.M. Pacific Time. Notice of change of address shall be given by written notice in the manner described in this Section 20. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to City:	City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 Attention: City Manager E-mail: maliotti@pittsburgca.gov
With a copies to:	City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 Attention: City Attorney E-mail: dmooney@pittsburgca.gov
	Burke Williams & Sorensen LLP 1999 Harrison Street, Suite 1650 Oakland, CA 94612 Attention: Gerald J. Ramiza, Esq. E-mail: jramiza@bwslaw.com
If to Developer:	ADS III Holdings: 3240 Stone Valley Road West, Ste 2 Alamo, CA 94507 Attention: Louis Parsons E-mail: lparsons@discoverybuilders.com

With a copy to: Hanson Bridgett LLP
1676 No. California Blvd., Suite 620
Walnut Creek, CA 94596
Attention: Ellis F. Raskin
E-mail: eraskin@hansonbridgett.com

21. Default. Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes a default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within ten (10) days from the date of the notice. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within such ten (10) day period.

22. Gender and Number. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

23. Entire Agreement. This Agreement and its Exhibits A through G constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

24. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

25. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to its choice of law provisions.

26. Severability. If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

27. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by City and ADS III Holdings.

28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

29. Time of Essence. Time is of the essence of each provision of this Agreement.

30. Binding Upon Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof. ADS III Holdings may not assign its rights or obligations under this Agreement to any other person or entity.

31. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

32. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

33. Cooperation. Each party agrees to cooperate with the other in the Closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

CITY:

CITY OF PITTSBURG, a municipal corporation of the State of California

Date: __________________, 2025

By: ______________________________
Maria M Aliotti, City Manager

APPROVED AS TO FORM:

____
Donna Mooney, City Attorney

ADS III HOLDINGS, LLC.:

Date: __________________, 2025

By: ________________________________
Albert D. Seeno, III, Manager

CONSENT OF ESCROW AGENT

Escrow Agent hereby acknowledges receipt of a copy of a fully executed original of this Agreement. Escrow Agent hereby agrees (i) to be and serve as Escrow Agent pursuant to this Agreement; and (ii) subject to further escrow instructions mutually agreeable to the parties and Escrow Agent, to be bound by the Agreement in the performance of its duties as Escrow Agent and to hold and disburse all funds received by Escrow Agent in accordance with the provisions of this Agreement; provided, however, Escrow Agent shall have no obligation, liability, or responsibility under any amendment to the Agreement unless and until the same is accepted by Escrow Agent in writing. Escrow Agent has assigned this Agreement file number [____________].

[_____________] TITLE COMPANY

By: _________________________

Its: __________________________

EXHIBIT A

LEGAL DESCRIPTION OF ADS III HOLDINGS PARCEL

TO BE INSERTED

EXHIBIT B

LEGAL DESCRIPTION OF CITY PROPERTY

TO BE INSERTED

EXHIBIT C

FORM OF TEMPORARY CONSTRUCTION LICENSE AGREEMENT

EXHIBIT D

ADS III HOLDINGS GRANT DEED

Recording Requested by and	)
After Recordation Mail to:	)
	)
__________________________	)
__________________________	)
__________________________	)
__________________________	)

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, ADS III HOLDINGS, LLC., a California limited liability company, hereby grants to CITY OF PITTSBURG, a municipal corporation of the State of California, the real property located in the City of Pittsburg, California, described in Attachment No. 1 attached hereto.

Dated: ________________, 202_

____
Albert D. Seeno, III, Manager

ATTACHMENT NO. 1
TO EXHIBIT D

LEGAL DESCRIPTION OF ADS III HOLDINGS PARCEL

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF ________________________)

On ______________________, 20__, before me, __________________________________, the undersigned, personally appeared ____,

( ) personally known to me

( ) proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature ____________________________

STATE OF CALIFORNIA)
) ss.
COUNTY OF ________________________)

On ______________________, 20___, before me, _________________________________, the undersigned, personally appeared ____,

( ) personally known to me

( ) proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature ________________________________

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed by Grant Deed dated _____ _____________, 202_, from ADS III Holdings, Inc., a California Corporation, as grantor, to City of Pittsburg, a municipal corporation of the State of California, as grantee, is hereby accepted by the ____ pursuant to authority conferred by Resolution No. _________, dated ___________, 202_, and the City, as grantee, consents to recordation of said Grant Deed.

Dated: ______________, 202__

CITY OF PITTSBURG

By: _________________________________
Its: __________________________________

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ________________________)

On ______________________, 20__, before me, ___________________________________, the undersigned, personally appeared ____,

( ) personally known to me

( ) proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature ______________________________

EXHIBIT E

CITY GRANT DEED

Recording Requested by and	)
After Recordation Mail to:	)
	)
________________________	)
________________________	)
________________________	)
Attn: ____________________	)

____

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, CITY OF PITTSBURG, a municipal corporation of the State of California, hereby grants to ADS III HOLDINGS, LLC., a California limited liability company, the real property located in the City of Pittsburg, California, described in Attachment No. 1 attached hereto.

Dated: ___________________202_

CITY OF PITTSBURG:

By: __________________________
Garrett Evans, City Manager

ATTACHMENT NO. 1
TO EXHIBIT E

LEGAL DESCRIPTION OF CITY PROPERTY

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ________________________)

On ______________________, 20__, before me, __________________________________, the undersigned, personally appeared ____,

( ) personally known to me

( ) proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature ____________________________

EXHIBIT F

NON-FOREIGN TRANSFEROR DECLARATION

Section 1445 of the Internal Revenue Code of 1954, as amended ("Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U. S. real property interest by __________________, the undersigned hereby certifies the following:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's U. S. employer identification number or social security number is ____.

3. The Transferor's office address or mailing address is ____.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury the undersigned declares that he/she has examined this Certification and to the best of his/her knowledge and belief it is true, correct, and complete, and further declares that he/she has authority to sign this document on behalf of the Transferor.

By: ________________________________

____
[Print Name]

Date:_______________________________

EXHIBIT G

PLOT PLAN AND ELEVATION OF NEW HOME 'Plan 2'

TEMPORARY CONSTRUCTION LICENSE AGREEMENT

This Temporary Construction License Agreement (this "**Agreement**") is entered into as of ___________________, 2025 ("**Effective Date**"), by and between the CITY OF PITTSBURG, a municipal corporation of the State of California ("**City**"), and ___________________ , a _________________ ("**Developer**"). City and Developer are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. City is the owner of that certain approximately ______ acre real property located adjacent to the Contra Costa County Courthouse, and across the street from Pittsburg City Hall in the City of Pittsburg, County of Contra Costa, State of California designated as APNs 086-100-050, -051, -052, ___, and _____ ("**City Property**"), as more particularly described and depicted in **Exhibit 1** and **Exhibit 2**, attached hereto and incorporated herein by this reference.

B. Concurrently herewith the Parties are entering into an Agreement for Exchange of Real Property (Including Escrow Instructions) ("**Exchange Agreement**") under which City, subject to satisfaction of certain City conditions precedent to Closing, will convey the City Property to Developer in exchange for Developer conveyance to City of a new single family dwelling to be constructed by Developer on that approximately 0.14 acre parcel designated as Lot 6 in the Bancroft Garden II subdivision, with a street address of 2125 Birchwood Court, Pittsburg, California.

C. As contemplated by Exchange Agreement, the Parties desire to enter into this Agreement to permit Developer, at its sole risk and expense, to commence construction of a new corporate office building for use by Developer and its affiliates ("**Building**") on the City Property prior to satisfaction of the conditions precedent to closing.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Effect of Agreement; Grant of License. Subject to the terms of this Agreement, City hereby grants to Developer a non-exclusive temporary license ("**License**") over all areas of the City Property ("**License Area**"), to allow Developer to perform the Work.

2. Definitions.

(a) The term "Work" as used in this Agreement refers to all work associated with the construction of the Building and ancillary improvements on or about the City Property.

(b) The term "Project" as used in this Agreement means Developer's proposed development of the Building on the City Property.

3. Term. The term of the License granted by this Agreement shall commence as of the Effective Date and shall terminate on the first to occur of: (1) the closing of the land exchange

transaction as contemplated by the Exchange Agreement; (2) the expiration or termination of the Exchange Agreement in accordance with its terms prior to closing of the land exchange transaction, or (3) _________, 2027, or such later date as the Parties may agree each in their sole discretion.

4. Limitations on Developer' Exercise of License Rights. In connection with any exercise of rights under the Agreement by Developer or its affiliates, the following shall apply:

(a) Operating Rules and Regulations. At all times during performance of the Work, Developer shall comply with the operating rules and regulations reasonably established by City (the "**Operating Rules and Regulations**"). All contractors and subcontractors directly contracted by Developer to perform the Work shall be properly licensed. All Work performed by or for Developer shall be performed lien-free and in a good and workmanlike manner.

(b) Compliance with Exchange Agreement and Laws. Developer shall comply in all respects with the Exchange Agreement and all federal, state and local statutes, ordinances, rules and regulations of all governmental agencies and authorities (collectively, "**Laws**") relating to its operations and exercise of rights under this Agreement and performance of the Work.

(c) Project Approvals. Developer acknowledges and agrees that execution of this Agreement by City does not constitute City's approval of the Project, does not limit in any manner the discretion of City in considering land use approvals or issuance of permits for the Project, and does not relieve Developer from the obligation to apply for and obtain from City and all other agencies with jurisdiction over the Property, all necessary approvals, entitlements, and permits for the Project, including without limitation, the approval of architectural plans, and the approval of the Project in compliance with CEQA, nor does it limit in any manner the discretion of City or any other agency in the approval process.

(d) Notice and Approval of Plans. Developer, when exercising its rights granted hereunder, shall give not less than ten (10) days' prior written notice to City prior to commencing Work on the City Property. No Work may be performed within any portion of the License Area unless and until (i) Developer shall have obtained all required governmental approvals and permits for that portion of the Work; (ii) copies of all governmental approvals and permits issued by agencies other than City shall have been delivered to City; and (iii), evidence of all required insurance from Developer and all contractors and subcontractors shall be provided to the City prior to commencement of the Work by those contractors or subcontractors.

(e) Lien Free. Developer shall keep the City Property free and clear of all encumbrances, mechanics' liens, stop notices, demands and claims arising from work done by or for Developer or for persons claiming under Developer, and Developer shall indemnify and save City free and harmless from and against any claims arising from or relating to the same. If Developer fails to remove or satisfy any such encumbrance, mechanics' lien, stop notice or claim in connection with such work performed by or on behalf of Developer within ten (10) business days after written notice by City, City shall have the right (but not the obligation), in addition to any other rights or remedies of City, to use whatever means in its discretion it may deem appropriate to cause said encumbrance, claim, stop notice, or lien to be rescinded, discharged, compromised, dismissed or removed, including, without limitation, posting a bond. Any such sums paid by City, including attorneys' fees and bond premiums, shall be immediately due and payable to City by Developer. Developer shall immediately give City notice of any encumbrance, claim, demand, stop notice or lien made or filed against the City Property and/or any action affecting title to the City Property. City shall have the right to post and keep posted at the City Property notices of non-responsibility or other notices that City may deem to be proper for the protection of City's interest in the City Property.

(f) All Work at Developer's Sole Risk. All Work performed by Developer pursuant to this Agreement shall be at Developer' sole risk. If for whatever reason, Closing under the Exchange Agreement does not occur, or the City Property is not otherwise conveyed to Developer, City shall have no liability to Developer for amounts expended by Developer in connection with design, planning, development or construction of the Building or any ancillary improvements on or about the City Property.

(g) Property Taxes and Assessments. Developer shall be solely responsible for paying, prior to delinquency, any property taxes or assessments associated with the value of any Project improvements constructed on the City Property.

(h) Survival. The provisions of this Section 4 shall survive the expiration or termination of this Agreement.

5. Indemnification.

(a) To the fullest extent permitted by law, and in addition to defense and indemnity obligations under the Exchange Agreement, Developer shall indemnify, protect, hold harmless, and defend (using counsel selected by City, after consultation with Developer) City and its councilmembers, officials, officers, contractors, agents and employees (collectively, the "**City Parties**") from and against any and all claims made against any of the City Parties and all costs, damages, fines, judgments, penalties, citations, orders, losses, claims, liabilities or expenses, including attorneys' fees and costs, suffered or incurred by the City Parties, or any of them, arising from the acts, omissions, negligence or willful misconduct of Developer or its employees, contractors, subcontractors, agents or invitees in connection with performance of Work on the City Property or development of the Project, including without limitation: any payments made under any workers compensation law or any plan of employee's disability and death benefits, alleged violations of the California Labor Code or other laws concerning worker rights or safety, alleged violations of the California Environmental Quality Act, alleged failure to obtain a SWPPP and WDID, alleged failure to comply with the SWPPP or other General Permit obligations, alleged violations of other state or federal laws or regulations, negligence, inverse condemnation, and nuisance claims, except only such damages, costs, claims, causes of action or demands caused by the gross negligence or willful misconduct of City or City Parties.

(b) The City Parties shall not be responsible or liable to Developer for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other users or occupants of the City Property, or authorized or unauthorized visitors to it during the term of this Agreement.

(c) The covenants and conditions of this Section 5 shall survive the expiration or earlier termination of this Agreement until all claims, damages and obligations within the scope of this Section 5 are fully, finally, and absolutely resolved or barred by the applicable statutes of limitations.

6. City Rights in Event of Termination Prior to Closing. In the event this Agreement expires or is terminated in accordance with its terms prior to closing of the land exchange transaction contemplated by the Exchange Agreement, City, at its option, shall have the right by written notice to Developer ("**Notice of Election**"): (a) to require that Developer, at its expense, remove some or all improvements constructed or installed by Developer on the City Property, including below grade foundations, as designated in City's notice and restore the City Property to substantially its condition existing as of the Effective Date, or (b) to require that Developer leave the improvements constructed and installed by Developer on and about the City Property in place and quitclaim and transfer to City, at no cost to City, all of Developer's right, title and interest in such improvements, including all building materials located on the City Property, and assign to City, at no cost to City, all documents, reports, and other work product generated by third parties for Developer with respect to the Project that Developer owns or has the right to transfer, including: (i) all environmental reports, geotechnical reports, surveys, lot studies and improvement plans; (ii) design concepts and draft land use and infrastructure plans, and any other permits and approvals for any other land use entitlements pertaining to the Project; and (iii) any other relevant information or documentation relative to entitlement, approval or development of the Project (excluding only attorney client privileged communications and Confidential Information) (collectively, "**Third-Party Materials**"). If City opts to pursue its rights under clause (a) above, Developer, at its expense, shall commence removal of all improvements identified in City's Notice of Election from the City Property and the City Property to be restored to substantially its condition existing as of the Effective Date within 60 days following City's delivery of its Notice of Election. Developer shall thereafter diligently proceed with the removal and complete the removal within 180 days. If City opts to pursue its rights under clause (b) above, then Developer, at no expense to City, within 30 days following City's delivery of its Notice of Election, shall quitclaim, transfer and assign to City by quitclaim deed and bill of sale, assignment agreement or other written instrument reasonably acceptable to City, all of Developer's right, title and interest in the Building and improvements constructed or installed by Developer on or about the City Property, all building materials located on the City Property, and all Third Party Materials.

The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

7. Insurance and Subrogation.

(a) Developer and all contractors and subcontractors accessing the City Property shall keep in full force and effect during the term of the License, the following policies of insurance:

(i) a commercial general liability insurance policy, including blanket contractual and completed operations coverage, written on an "occurrence" basis, with the limits of liability as indicated below:

Company	Developer	Contractors	Subcontractors
Combined single limit per occurrence of bodily injury, including death, and property damage	$2,000,000	$1,000,000	$1,000,000 (except as otherwise approved by City on a case-by-case basis)
Annual aggregate	$5,000,000	$2,000,000	$2,000,000

(ii) Automobile liability insurance with a limit of not less than One Million Dollars ($1,000,000) combined single limit per accident for bodily injury and property damage (which may be met with a combination of automobile and umbrella coverage).

(iii) Workers' compensation with a limit of not less than the applicable statutory limit.

(iv) Employer's liability insurance with limits of not less than One Million Dollars ($1,000,000.00). Developer and its contractors' general liability policies shall be endorsed as needed to confirm there is no insured versus insured exclusion as to coverage for City, City and Developer.

(b) It is the parties' intent that Developer' commercial liability insurance provides coverage to the maximum extent possible of its indemnification obligations under the License. The commercial general liability and automobile liability insurance policies shall be written on an occurrence form, shall be endorsed to include City as an additional insured and shall provide that City will receive at least thirty (30) days' prior written notice of any cancellation or material change in such insurance policy. Developer's and its contractor's general liability policies shall be endorsed as needed to provide that the insurance afforded by those policies to the additional insureds is primary and that all insurance, self-insurance or joint self-insurance carried by City or City Parties is strictly excess and secondary and shall not contribute with Developer's liability insurance. Additionally, Developer shall obtain a waiver of subrogation from its insurer on the policies listed above.

(c) Developer shall be required to furnish to City, prior to entry on the City Property, and for the duration of this Agreement thereafter, current certificates of insurance, including endorsements for additional insured, waiver of subrogation, primary and non-contribution, insured vs. insured and primary and non-contributing, confirming that Developer's insurance coverage and that of its contractors as specified herein is in full force and effect.

(d) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Developer, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve Developer from any obligations under this Agreement.

(e) The provisions of this Section 7 shall survive the termination of this Agreement.

8. Default; Remedies.

(a) Any one or more of the following events shall constitute a default ("**Default**") by Developer under this Agreement: (i) the failure by Developer to pay any sum due to City within ten (10) days after City provides written notice thereof to Developer; (ii) the failure of Developer to observe or perform any non-monetary obligations under this Agreement within fifteen (15) days from its receipt of written notice of breach (provided that the time period shall be twenty-four (24) hours if the failure results in an imminent and material threat to persons, property, or the public); (iii) prosecution of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief with respect to Developer, or seeking reorganization, arrangement, adjustment, winding-up liquidation, dissolution, composition, assignment for the benefit of creditors, or other relief with respect to Developer or Developer' debts; or (iv) the making by Developer of an assignment or any other arrangement for the general benefit of creditors under any state statute.

(b) In the event of a Default, in addition to and without limiting all of City's rights under this Agreement and available at law or in equity, City shall be entitled at City's option to terminate this Agreement immediately upon written notice to Developer and to remove and store any and all of equipment, personal property located at the License Area at Developer's cost and expense. In the event that City should, as a result of the Default in the performance by Developer of its obligations hereunder, incur any costs or expenses on behalf of Developer or in connection with Developer' obligations hereunder, such sums shall be immediately due and payable to City upon rendering of an invoice to Developer.

(c) No Default by Developer shall relieve Developer of Developer's obligations or liabilities hereunder, including under Section 6 above, all of which shall survive such Default, and the termination of this Agreement.

(d) All of the rights, powers, and remedies of City provided for in this Agreement and the Exchange Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement or the Exchange Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by City of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by City of any or all of such other rights, powers, or remedies.

9. Assignment. Developer may not assign, transfer, or otherwise encumber its interest in this Agreement during the term of this Agreement without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion. Any assignment which is not consented to by City or permitted by this Section 9 shall terminate this Agreement and the License granted herein, effective immediately and without further action by City.

10. Notice. Any notice or report required to be given by this Agreement shall be in writing and may be given by overnight delivery by recognized national service such as FedEx or UPS, by personal delivery with evidence of delivery, or by E-Mail. Notices shall be effective upon

receipt or one business day after E-Mail transmission or delivery to the appropriate overnight service, postage paid. However, a notice delivered by email shall not be deemed to be delivered unless and until the recipient expressly acknowledges receipt of the email (it being understood that an automatic reply is not an express acknowledgement). A copy of each such notice shall be delivered to:

If to City:	City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 Attention: City Manager E-mail: gevans@pittsburgca.gov
With a copy to:	City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 Attention: City Attorney E-mail: dmooney@pittsburgca.gov
	Burke Williams & Sorensen LLP 1999 Harrison Street, Suite 1650 Oakland, CA 94612 Attention: Gerald J. Ramiza, Esq. E-mail: jramiza@bwslaw.com
If to Developer:	ADS III Holdings: 3240 Stone Valley Road West, Ste 2 Alamo, CA 94507 Attention: Louis Parsons E-mail: lparsons@discoverybuilders.com
With a copy to:	Hanson Bridgett LLP 1676 No. California Blvd., Suite 620 Walnut Creek, CA 94596 Attention: Ellis F. Raskin E-mail: eraskin@hansonbridgett.com

11. Not a Public Work. The Work Developer intends to perform in the License Area are being constructed to benefit Developer, which expects to gain ownership of the City Property upon Closing pursuant to the Exchange Agreement. The City is not paying in whole or in part for the improvements to the City Property. Accordingly, the Parties do not believe that the work is subject to prevailing wage requirements or related DIR registration requirements, including without limitation under Labor Code section 1720. Notwithstanding the foregoing, Developer is solely responsible for ensuring that its Work complies with all applicable laws and is not relying on any representation from the City, here, or otherwise, as to what is legally required.

12. City Cooperation. The Project will require a Stormwater Pollution Prevention Plan ("SWPPP"). As the owner of the Property, the City will be the Legally Responsible Person (LRP) for the SWPPP program. As such, the City will be responsible for certifying SWPPP documents created by Developer or Developer's consultant. The City's cooperation shall be at no cost to the City and the parties hereto agree that Developer shall be responsible for the preparation of SWPPP reporting, conducting all necessary testing, and uploading of the same to the water board. Developer shall be solely responsible, at its sole cost, for performing all tasks required to comply with the SWPPP and any other General Permit requirements arising from the Project.

13. Miscellaneous.

(a) In the event of litigation between the Parties in connection with this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees.

(b) This Agreement, together with the Exchange Agreement, constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements, with respect to Developer's entry onto the City Property to perform the Work. There are no representations or understandings of any kind not set forth herein or in the Exchange Agreement. In the event of a conflict between the provisions of this Agreement and the Exchange Agreement, the requirement that provides City with greater control and protection shall prevail; provided that nothing in this Agreement is intended to govern any aspect of the Parties' relationship that is not directly related to Developer's entry onto the City Property and performance of the Work. Any amendments to this Agreement must be in writing and executed by both Parties. No waiver of any covenant or condition of this Agreement shall be effective unless in writing and signed by the Party deemed to have given the waiver.

(c) This Agreement creates a license only and Developer acknowledges that Developer does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the City Property or any portion thereof by virtue of this Agreement or Developer' use of the License Area pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency relationship between City and Developer.

(d) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise.

(e) This Agreement shall be construed in accordance with the laws of the State of California, without regard to the choice of law rules thereof.

(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

(h) City acknowledges and agrees that the undertaking by Developer of an investigation to determine whether the City Property, including License Area, is suitable for

Developer's purposes is good and valuable consideration that has been delivered by Developer and received by City in connection with this Agreement.

[Remainder of Page Intentionally Blank.]

IN WITNESS WHEREOF, City has executed this Agreement as of the date set forth above.

CITY: CITY OF PITTSBURG
a California municipal corporation

By: ____
Maria M. Aliotti, City Manager

APPROVED AS TO FORM:

____
Donna Mooney, City Attorney

DEVELOPER: ___________________,
a _________________

By: ____
Name: ______________________________________
Title: ______________________________________

[signature page]

4913-8350-0106 v7

EXHIBIT 1

CITY PROPERTY

[**Legal Description of License Area**]

EXHIBIT 2

[DIAGRAM OF LICENSE AREA]