

**CORONAVIRUS ADVISORY
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CITY COUNCIL

Roy Swearingen, Mayor
Norma Martinez-Rubin, Mayor Pro Tem
Peter Murray, Council Member
Vincent Salimi, Council Member
Anthony Tave, Council Member

**PINOLE CITY COUNCIL
MEETING AGENDA**

**TUESDAY
JULY 18, 2020**

VIA ZOOM TELECONFERENCE

6:00 P.M.

DUE TO THE STATE OF CALIFORNIA'S DECLARATION OF EMERGENCY – THIS MEETING IS BEING HELD PURSUANT TO AUTHORIZATION FROM GOVERNOR NEWSOM'S EXECUTIVE ORDERS – CITY COUNCIL AND COMMISSION MEETINGS ARE NO LONGER OPEN TO IN-PERSON ATTENDANCE.

SUBMIT PUBLIC COMMENTS TO CITY CLERK BEFORE OR DURING THE MEETING VIA EMAIL

hiopu@ci.pinole.ca.us

Comments received before the close of the public comment period for that item will be read into the record and limited to 3 minutes. Please include your full name, city of residence and agenda item you are commenting on. Any comments received after the close of the public comment period will be distributed to Council and relevant staff after the meeting and filed with the agenda packet.

WAYS TO WATCH THE MEETING

LIVE ON CHANNEL 26. They are retelecast the following Thursday at 6:00 p.m. The Community TV Channel 26 schedule is published on the city's website at www.ci.pinole.ca.us.

VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE, www.ci.pinole.ca.us, and remain archived on the site for five (5) years.

If none of these options are available to you, or you need assistance with public comment, please contact the City Clerk, Heather Iopu at (510) 724-8928 or hiopu@ci.pinole.ca.us.

Americans With Disabilities Act: In compliance with the Americans With Disabilities Act of 1990, if you need special assistance to participate in a City Meeting or you need a copy of the agenda, or the agenda packet in an appropriate alternative format, please contact the City Clerk's Office at (510) 724-8928. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection on the City Website at www.ci.pinole.ca.us. You may also contact the City Clerk via e-mail at hiopu@ci.pinole.ca.us.

Ralph M. Brown Act. Gov. Code § 54950. *In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies, which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

2. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

An official who has a conflict must, prior to consideration of the decision: (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself /herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov't Code § 87105.

3. CONVENE TO A CLOSED SESSION

Citizens may address the Council regarding a Closed Session item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Attorney Eric Casher

Unrepresented employee: City Clerk Heather Iopu

4. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION

5. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes, and is subject to modification by the Mayor. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

B. Presentations / Recognitions

7. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on an item, they may do so before action is taken on the Consent Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

A. Approve the Minutes of the Meeting of May 26, 2020 and June 2, 2020

B. Receive the July 18, 2020 – August 14, 2020 List of Warrants in the Amount of \$1,226,070.28; the July 24, 2020 Payroll in the Amount of \$431,143.46 and the August 7, 2020 Payroll in the Amount of \$472,388.77

C. Resolution Confirming Existence of Continued Local Emergency [Action: Adopt Resolution per Staff Recommendation (Casher)]

D. Amendment To Section 17.70 Accessory Dwelling Unit Ordinance Of The Pinole Municipal Code [Action: Approve Ordinance on 2nd Reading (Miller)]

E. Authorize Response To Grand Jury Report: "Wildfire Preparedness In Contra Costa County" (Report #2007) [Action: Approve and Authorize Mayor to Sign Response Letter (Wynkoop)]

- F. Award Of Contract For Construction Of The 2019/20 Residential Pavement Slurry Seal Project At Various Locations To Valley Slurry Seal International Inc. In The Amount Of \$763,000 [Action: Adopt Resolution per Staff Recommendation (Miller)]
- G. Rescinding Resolution No. 18-2009 And Approving A Resolution Authorizing Investment Of Monies In The Local Agency Investment Fund [Action: Adopt Resolution per Staff Resolution (De La Rosa)]

8. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. An official who engaged in an ex parte communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.

NONE

9. OLD BUSINESS

- A. City Of Pinole Strategic Plan 2020 – 2025 Implementation Action Plan [Action: Receive and File Report (Murray)]

10. NEW BUSINESS

- A. Determination Of Public Convenience Or Necessity (PCN) For East Bay Coffee Company At 2529 San Pablo Avenue (Cup 20-03) [Action: Adopt Resolution per Staff Recommendation (Hanham)]
- B. Resolution Authorizing The City Manager To Execute An Agreement With Management Partners To Conduct A Citywide Organizational Assessment [Action: Adopt Resolution per Staff Recommendation (Murray)]

11. REPORTS & COMMUNICATIONS

- A. Mayor Report
 - 1. Announcements
- B. Mayoral & Council Appointments
- C. City Council Committee Reports & Communications
- D. Council Requests For Future Agenda Items
- E. City Manager Report / Department Staff
- F. City Attorney Report

12. ADJOURNMENT to the Regular City Council Meeting of September 1, 2020 In Remembrance of Amber Swartz.

I hereby certify under the laws of the State of California that the foregoing Agenda was posted on the bulletin board at the main entrance of Pinole City Hall, 2131 Pear Street Pinole, CA, and on the City's website, not less than 72 hours prior to the meeting date set forth on this agenda.

POSTED: August 13, 2020 at 4:00 P.M.

Heather Iopu, CMC
City Clerk

CITY COUNCIL SPECIAL MEETING
MINUTES
May 26, 2020

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

The City Council Meeting was held via Zoom teleconference and broadcast from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Swearingen called the Regular Meeting of the City Council to order 6:01 p.m. and led the Pledge of Allegiance.

2. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

A. COUNCILMEMBERS PRESENT

Roy Swearingen, Mayor
 Norma Martinez-Rubin, Mayor Pro Tem
 Peter Murray, Councilmember
 Vincent Salimi, Councilmember
 Anthony Tave, Councilmember

B. STAFF PRESENT

Andrew Murray, City Manager
 Hector De La Rosa, Assistant City Manager
 Heather Iopu, City Clerk
 Eric Casher, City Attorney
 Tamara Miller, Development Services Director/City Engineer
 Neil Gang, Police Chief
 Chris Wynkoop, Fire Chief

Also Present: City Treasurer Long

City Clerk Iopu announced the agenda was posted on May 21, 2020 at 4:00 p.m. All legally required notice was provided.

Following an inquiry to the Council, the Council reported there were no conflicts with any items on the agenda.

3. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes, and is subject to modification by the Mayor. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting.

The following speakers submitted written comments that were read aloud and will be filed with the agenda packet for this meeting: **David Rupert, Maria Alegria, Devin Murphy, Rafael Menis**

4. WORKSHOP ITEM

- A. Review Proposed FY 2020/21 Operating Budget [**Action: Discuss and provide direction (A. Miller)**]

Finance Director Miller presented report and outlined the proposed budget.

The following speakers submitted written comments that were read aloud and will be filed with the agenda packet for this meeting: **Kristen Pursley, Ivette Ricco, George Pursley Irma Rupert, David Rupert, Jim Neighbors and Friends**

Finance Director Miller and City Manager Murray addressed the questions from the public.

Council members and City Treasurer Long made comments and asked questions. Staff responded to the questions and clarified the details of the proposed budget.

Mayor Swearingen made closing remarks and announced that the final budget would come back to Council for approval at the June 16, 2020 meeting.

5. ADJOURNMENT to the Regular City Council Meeting of June 2, 2020 In Remembrance of Amber Swartz.

At 9:33 p.m. Mayor Swearingen adjourned to the Regular City Council Meeting of June 2, 2020 In Remembrance of Amber Swartz.

Submitted by:

**Heather Iopu, CMC
City Clerk**

Approved by City Council:

CITY COUNCIL MEETING
MINUTES
June 2, 2020

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

The City Council Meeting was held via Zoom teleconference and was broadcasted from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Swearingen called the Regular Meeting of the City Council to order **6:02** p.m. and led the Pledge of Allegiance.

2. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

A. COUNCILMEMBERS PRESENT

Roy Swearingen, Mayor
 Norma Martinez-Rubin, Mayor Pro Tem
 Peter Murray, Councilmember (present until 11:45 p.m.)
 Vincent Salimi, Councilmember
 Anthony Tave, Councilmember

B. STAFF PRESENT

Andrew Murray, City Manager
 Hector De La Rosa, Assistant City Manager
 Heather Iopu, City Clerk
 Eric Casher, City Attorney
 Tamara Miller, Development Services Director/City Engineer
 Neil Gang, Police Chief
 Chris Wynkoop, Fire Chief

City Clerk Iopu announced the amended agenda was posted on May 29, 2020 at 12:00 p.m. and pointed out duplicate staff report pages that were published in the agenda packet. All legally required notice was provided.

Following an inquiry to the Council, the Council reported there were no conflicts with any items on the agenda.

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

2. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

An official who has a conflict must, prior to consideration of the decision: (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself /herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov't Code § 87105.

3. CONVENE TO A CLOSED SESSION

Citizens may address the Council regarding a Closed Session item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.

- A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
 Gov. Code § 54956.8
 Property: 811 San Pablo Avenue

Agency negotiator: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa

Negotiating parties: Satellite Affordable Housing Associates and Power Community Development Systems, Inc

Under negotiation: Price and terms.

OPEN SESSION WILL COMMENCE UPON CONCLUSION OF THE CLOSED SESSION WHICH MAY OCCUR BEFORE 7:00 P.M.

At 6:04 p.m. Mayor Swearingen convened the meeting to closed session.

4. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION

At 7:07 p.m. Mayor Swearingen reconvened the meeting and announced that there was no reportable action from the closed session.

Mayor Swearingen made public safety announcements with regard to the COVID-19 pandemic and civil unrest in the Bay Area.

5. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes, and is subject to modification by the Mayor. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting.

The following speakers submitted written comments that were read aloud and will be filed with the agenda packet for this meeting: **Ivette Ricco, Rafael Menis, David Rupert, Irma Ruport, Maureen Toms, Maria Alegria**

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

- A. Proclamations
- B. Presentations / Recognitions

7. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on an item, they may do so before action is taken on the Consent Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

The following speaker submitted written comments that were read aloud regarding Item 7C and will be filed with the agenda packet for this meeting: **Rafael Menis**

- A. Approve the Minutes of the Meeting of March 24, 2020
- B. Receive the May 16, 2020 – May 29, 2020 List of Warrants in the Amount of \$185,906.96 and the May 29, 2020 Payroll in the Amount of \$359,392.26.

- C. Adopt A Resolution Approving A Memorandum Of Understanding Between The City Of Pinole And The Pinole Police Employees Association (PPEA) For The Period Of July 1, 2020 – June 30, 2022 **[Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**
- D. Adopt A Resolution Approving An Agreement And Side Letter To The Memorandum Of Understanding Between The City Of Pinole And IAFF Local 1230 To Clarify Acting Battalion Chief Pay **[Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**
- E. Resolution Confirming Continued Existence Of Local Emergency **[Adopt Resolution per Staff Recommendation (Casher)]**
- F. Resolution Declaring Certain Properties As Surplus Land And Directing The City Manager To Follow The Procedures Set Forth In The Surplus Lands Act For Sale Of The Properties: 2361 San Pablo Avenue, 2301 San Pablo Avenue, 2279 Park Street, And 612 Tennent Avenue **[Action: Adopt Resolution per Staff Recommendation]**

ACTION: Motion by Councilmembers Martinez-Rubin/Tave to Approve Consent Calendar Items A-F.

Vote: Passed 5-0
Ayes: Swearingen, Murray, Martinez-Rubin, Salimi, Tave
Noes: None
Abstain: None
Absent: None

8. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. An official who engaged in an ex parte communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.

- A. Conduct Public Hearing And Adopt A Resolution Confirming The Assessments And Ordering The Levy For The Pinole Valley Road Landscape And Lighting Assessment District For Fiscal Year 2020/2021 **[Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation]**

At 8:08 p.m. Mayor Swearingen opened and closed the public hearing. There were no public speakers.

ACTION: Motion by Councilmembers Swearingen/Tave Adopt A Resolution Confirming The Assessments And Ordering The Levy For The Pinole Valley Road Landscape And Lighting Assessment District For Fiscal Year 2020/2021

Vote: Passed 5-0
Ayes: Swearingen, Murray, Martinez-Rubin, Salimi, Tave
Noes: None
Abstain: None
Absent: None

9. OLD BUSINESS

- A. Receive The Fiscal Year (FY) 2019-20 Third Quarter Financial Report And Adopt A Resolution Approving Budget Adjustments [**Adopt Resolution per Staff Recommendation (A. Miller)**]

Finance Director Miller presented an overview of the report and background information.

The following speakers submitted written comments that were read aloud regarding Item 9A and will be filed with the agenda packet for this meeting: **Ivette Ricco, Rafael Menis, Maureen Toms**

Staff responded to questions from the public. Councilmembers asked questions regarding the details of the report. Staff responded to questions.

ACTION: Motion by Councilmembers Tave/Martinez-Rubin to Receive The Fiscal Year (FY) 2019-20 Third Quarter Financial Report And Adopt A Resolution Approving Budget Adjustments

Vote: Passed 5-0
Ayes: Swearingen, Murray, Martinez-Rubin, Salimi, Tave
Noes: None
Abstain: None
Absent: None

- B. Update On The Status Of Plans For The Renovation And Reuse Of The Faria House [**Action: Discuss and Provide Direction (De La Rosa)**]

Assistant City Manager De La Rosa presented and overview of the item and background information.

Jeff Rubin, President of the Pinole History Museum Board, gave a report with general information regarding museums and specifics of the Faria House museum project.

The following speaker submitted written comments and will be filed with the agenda packet for this meeting: **David Ruport, Denise Steen, Natalie Lens-Acuna, Susyn Normington, Dolores Faria Lucas/Deanna Faria Brownlee/Margaret Prather, Ivette Ricco, Joy Jennings**

Staff responded to public comments and questions.

Councilmembers made comments and asked questions. Staff responded to questions and comments.

Council held discussion regarding the history of the project and potential uses of the Faria House.

ACTION: Motion by Councilmembers Swearingen/Tave to Create An Ad Hoc Committee to Investigate Uses and Provide Guidance to Staff Regarding the Renovation and Reuse of the Faria House

Vote: Passed 5-0
Ayes: Swearingen, Murray, Martinez-Rubin, Salimi, Tave
Noes: None

Abstain: None
Absent: None

Substitute Motion by Councilmember Martinez/Rubin to Create An Ad Hoc Committee to Provide Guidance to Staff Regarding Financing of the Faria House Renovation and Use as Museum

Vote: Passed 5-0

Ayes: Swearingen, Murray, Martinez-Rubin, Salimi, Tave
Noes: None
Abstain: None
Absent: None

- C. Provide Direction On Renewal Of An Urgency Ordinance Enacting A Temporary Moratorium On Evictions Due To Nonpayment Of Rent For Residential And Commercial Tenants Where The Failure To Pay Rent Is From Income Loss Resulting From The Novel Coronavirus (Covid-19) **[Action: Discuss and Provide Direction (Casher)]**

City Attorney Casher presented an overview of the item and background information.

The following speaker submitted written comments and will be filed with the agenda packet for this meeting: **Joellen Hiltbrand, Sophia DeWitt**

Councilmembers made comments.

City Attorney Casher advised that no action was needed by Council for the City of Pinole to follow the County-Wide moratorium. Council gave its consensus to take no action and continue to follow the County-enacted guidance.

10. NEW BUSINESS

- A. Discussion And Direction Regarding The Potential Acquisition Of 1261 Adobe Road **[Action: Discuss and Provide Direction (De La Rosa)]**

Assistant City Manager De La Rosa presented an overview of the item and background information.

The following speaker submitted written comments and will be filed with the agenda packet for this meeting: **Franke Martinez, Ivette Ricco, David Ruport**

Councilmembers made comments and asked questions.

Mayor Swearingen called a recess at 11:50 p.m. and reconvened the meeting at 11:55 p.m.

Councilmembers held continued discussion.

ACTION: Motion by Councilmembers Swearingen/Salimi To Direct Staff To Continue Investigation Of Funding Sources For Potential Acquisition Of 1261 Adobe Road

Vote: Passed 4-0
Ayes: Swearingen, Murray, Martinez-Rubin, Salimi, Tave
Noes: None
Abstain: None

Absent: Murray

- B. Urgency Ordinance Of The City Of Pinole Authorizing The Zoning Administrator To Issue Temporary Use Permits And Waive Requirements Of Title 17 Of The Pinole Municipal Code To Facilitate Business Operations Impacted By Novel Coronavirus (Covid-19) [**Action: Adopt Urgency Ordinance per Staff Recommendation (Casher)**]

City Attorney Casher presented an overview of the item and provided background information.

The following speaker submitted written comments and will be filed with the agenda packet for this meeting: **Ivette Ricco, Lisa Ancira, Rafael Menis**

Councilmembers made comments and asked questions.

ACTION: Motion by Councilmembers Tave/Martinez-Rubin Approving An Urgency Ordinance Of The City Of Pinole Authorizing The Zoning Administrator To Issue Temporary Use Permits And Waive Requirements Of Title 17 Of The Pinole Municipal Code To Facilitate Business Operations Impacted By Novel Coronavirus (Covid-19)

Vote: Passed 4-0
Ayes: Swearingen, Murray, Martinez-Rubin, Salimi, Tave
Noes: None
Abstain: None
Absent: Murray

11. REPORTS & COMMUNICATIONS

- A. Mayor Report
 - 1. Announcements
- B. Mayoral & Council Appointments
- C. City Council Committee Reports & Communications

Mayor Pro Tem Martinez-Rubin expressed condolences to the Underwood family, recognized Public Works staff for their work in difficult times, and encouraged the public to continue to take precautions with regard to exposure to COVID-19. Provided an update on Census 2020 outreach. Advised the public to check in with WestCAT before using public transit to confirm routes information.

Mayor Swearingen announced peaceful protest that is going to take place in the Fernandez Park in the upcoming week and that the City's Police Department will be monitoring it to ensure safety.

Council member Tave announced regarding "bots" that are circulating on social media spreading false information with regard to upcoming peaceful protests. Advised that the City is aware and we will be taking precautions.

Councilmember Salimi announced that he will be attending the Mayor's Conference on June 4th.

- D. Council Requests For Future Agenda Items

Councilmember Salimi requested a future agenda item with a report of information regarding the funding of the Faria House. Consensus given.

Mayor Pro Tem Martinez-Rubin reminded staff regarding the earlier request for a future item to create an Ad Hoc Committee for the Faria House Reuse and Renovation. Direction approved under Item 9B.

E. City Manager Report / Department Staff

F. City Attorney Report

12. ADJOURNMENT to the Regular City Council Meeting of June 16, 2020 In Remembrance of Amber Swartz.

Mayor Swearingen adjourned the meeting to the Regular City Council Meeting of June 16, 2020 in Remembrance of Amber Swartz, the Military and Patrick Underwood.

I hereby certify under the laws of the State of California that the foregoing Agenda was posted on the bulletin board at the main entrance of Pinole City Hall, 2131 Pear Street Pinole, CA, and on the City's website, not less than 72 hours prior to the meeting date set forth on this agenda.

Submitted by:

Heather Iopu, CMC
City Clerk

Approved by City Council:



City of Pinole, CA

7B
WARRANT LISTING
By Vendor Name

Payment Dates 7/18/2020 - 8/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J1909A24	94570	08/14/2020	212-462-42101	BUILDING INSPECTOR II	12,635.00
J3681T	94461	07/24/2020	100-231-42101	FIRE PROFESSIONAL SERVICES FIRE INSPECTIONS	15,120.00
J1909A25	94461	07/24/2020	212-462-42101	BLDG. BUILDING INSPECTOR II PROFESSIONAL SERVICES	16,055.00
Vendor 4LE00 - 4LEAF, INC. Total:					43,810.00
Vendor: A&K01 - A & K MACHINE SHOP					
12433	94571	08/14/2020	500-641-42107	EQUIPMENT MAINTENANCE - TP	550.00
Vendor A&K01 - A & K MACHINE SHOP Total:					550.00
Vendor: AIR10 - AIRGAS USA, LLC					
9103269168	94524	07/31/2020	100-231-42107	FIRE OXYGEN	125.33
Vendor AIR10 - AIRGAS USA, LLC Total:					125.33
Vendor: ALA07 - ALAMEDA COUNTY FIRE DEPARTMENT					
2019-20-479	94462	07/24/2020	100-231-42107	FIRE APPARATUS REPAIR AND SERVICE	25,432.67
Vendor ALA07 - ALAMEDA COUNTY FIRE DEPARTMENT Total:					25,432.67
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
19593757 080620	94572	08/14/2020	100-222-42201	DRINKING WATER FOR POLICE	154.55
5025519 070620	94572	08/14/2020	500-641-42201	WPCP WATER FOR JUNE 2020	147.16
5025531070620	94525	07/31/2020	100-343-42108	CY WATER FOR JUNE	112.67
Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:					414.38
Vendor: ALL31 - ALL STAR GLASS INC.					
ISP008329	94463	07/24/2020	100-343-42107	PATROL CAR WINDSHIELD REPLACED	379.11
Vendor ALL31 - ALL STAR GLASS INC. Total:					379.11
Vendor: 2013 - ALTA LANGUAGE SERVICES INC.					
IS489137	94548	08/07/2020	100-116-42101	HR TESTING	121.00
Vendor 2013 - ALTA LANGUAGE SERVICES INC. Total:					121.00
Vendor: AME41 - AMERICAN LEGAL PUBLISHING					
1619	94549	08/07/2020	100-112-42101	CITY CLERK LEGAL AD	42.90
1661	94549	08/07/2020	100-112-42101	CITY CLERK LEGAL AD	4.26
Vendor AME41 - AMERICAN LEGAL PUBLISHING Total:					47.16
Vendor: AME52 - AMERICAN MESSAGING SERVICE, LLC					
W4102378UH	94550	08/07/2020	100-231-43101	FD MESSAGING SERVICE	45.02
Vendor AME52 - AMERICAN MESSAGING SERVICE, LLC Total:					45.02
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
20-00500	94551	08/07/2020	285-464-42101	BANKRUPTCY FEE	86.90
20-00500	94551	08/07/2020	750-463-42101	BANKRUPTCY FEE	61.15
20-00580	94573	08/14/2020	285-464-42101	MONTHLY SERVICE FEES	86.90
20-00580	94573	08/14/2020	750-463-42101	MONTHLY SERVICE FEES	61.15
Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:					296.10
Vendor: ABA01 - ASSOCIATION OF BAY AREA GOVERNMENTS					
AR023535	94574	08/14/2020	100-117-42401	FY20-21 ABAG MEMBERSHIP DUE	5,213.00
Vendor ABA01 - ASSOCIATION OF BAY AREA GOVERNMENTS Total:					5,213.00
Vendor: ATT01 - AT&T					
000015007649	94526	07/31/2020	525-118-43101	COP MIS PHONE BILL	1,131.24
000015011086	94526	07/31/2020	525-118-43101	COP FIRE DEPT PHONE BILL	661.91

WARRANT LISTING

Payment Dates: 7/18/2020 - 8/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
000015011092	94526	07/31/2020	525-118-43101	COP PUBLIC WORKS PHONE BILL	816.09
000015011093	94526	07/31/2020	525-118-43101	COP ADMIN PHONE BILL	1,522.25
000015011094	94526	07/31/2020	525-118-43101	COP REC DEPT PHONE BILL	712.08
000015011095	94526	07/31/2020	525-118-43101	COP CDD PHONE BILL	226.72
000015011097	94526	07/31/2020	525-118-43101	COP EOC PHONE BILL	155.51
000015011620	94526	07/31/2020	525-118-43101	COP ACCOUNTS PAYABLE PHONE BILL	208.76
07242020 5000	94576	08/14/2020	525-118-43101	INTERNET 7-25 8-24 2020	110.90
287274105793X06282020	94577	08/14/2020	215-341-43101	PW 180 MOBILITY PROJECT	77.22
287274105793X07282020	94577	08/14/2020	215-341-43101	PW 180 MOBILITY PROJECT	77.22
287277095767X06282020	94577	08/14/2020	215-341-43101	PW 180 MOBILITY PROJECT	77.22
287277095767X07282020	94577	08/14/2020	215-341-43101	PW 180 MOBILITY PROJECT	77.22
CM0000557	94526	07/31/2020	525-118-43101	COP ACCOUNTS PAYABLE CREDIT PHONE BILL	-130.82
INTERNET JUNE/JULY 2020	94575	08/14/2020	525-118-43101	INTERNET JUNE/JULY 2020 MISSING INVOICE	221.80
Vendor ATT01 - AT&T Total:					5,945.32
Vendor: BAX00 - BADGE FRAME, INC.					
258700	94464	07/24/2020	100-222-42514	PD ENGRAVED NAME PLATES	32.18
Vendor BAX00 - BADGE FRAME, INC. Total:					32.18
Vendor: BAR28 - BARTEL ASSOCIATES, LLC					
20531	94465	07/24/2020	100-115-42101	FINANCE OPEB 6/30/20	1,070.00
Vendor BAR28 - BARTEL ASSOCIATES, LLC Total:					1,070.00
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0013717	94466	07/24/2020	500-641-44410	WPCP VEST AND RAIN BOOTS	125.88
Vendor BAY04 - BAY AREA BARRICADE SVC. Total:					125.88
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
0001261317	94578	08/14/2020	100-112-42514	CLASSIFIED ADVERTISING	110.70
0001261317	94578	08/14/2020	200-342-47205	CLASSIFIED ADVERTISING	370.80
0001261317	94578	08/14/2020	212-461-42514	CLASSIFIED ADVERTISING	226.80
Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:					708.30
Vendor: ESP01 - BELINDA ESPINOSA					
071620	94467	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	92.93
Vendor ESP01 - BELINDA ESPINOSA Total:					92.93
Vendor: BLU03 - BLUE LAGOON POOL SERVICE					
15332	94468	07/24/2020	209-557-42108	SWIM CENTER POOL SERVICE	573.75
Vendor BLU03 - BLUE LAGOON POOL SERVICE Total:					573.75
Vendor: BOU01 - BOUND TREE MEDICAL, LLC					
83694496	94469	07/24/2020	100-231-42104	FIRE MEDICAL SUPPLIES	219.00
83696486	94469	07/24/2020	100-231-42104	FIRE MEDICAL SUPPLIES	1,287.68
83700113	94527	07/31/2020	100-231-42104	FIRE MEDICAL SUPPLIES	2,050.27
Vendor BOU01 - BOUND TREE MEDICAL, LLC Total:					3,556.95
Vendor: LOW01 - BRIAN LOWRY					
071620	94470	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	1.49
Vendor LOW01 - BRIAN LOWRY Total:					1.49
Vendor: CAL04 - CALCON SYSTEMS, INC.					
47116	94579	08/14/2020	500-641-42107	SERVICE CALLS - TP	2,615.58
Vendor CAL04 - CALCON SYSTEMS, INC. Total:					2,615.58
Vendor: CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS					
072120	94528	07/31/2020	100-231-41008	FIRE LONG TERM DISABILITY AUGUST 2020	324.50
Vendor CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS Total:					324.50
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000016113311	94471	07/24/2020	100-117-41004	HEALTH PREMIUM PERS	201,899.92

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
100000016113318	94471	07/24/2020	100-117-41004	HEALTH PREMIUM NON-PERS	2,866.11
100000016125271	94580	08/14/2020	100-117-41004	CALPERS UNFUNDED ACCRUED LIABILITY	96,163.89
100000016125278	94580	08/14/2020	100-117-41004	CALPERS UNFUNDED ACCRUED LIABILITY	108,287.08
100000016125286	94580	08/14/2020	100-117-41004	CALPERS UNFUNDED ACCRUED LIABILITY	184.47
100000016125294	94580	08/14/2020	100-117-41004	CALPERS UNFUNDED ACCRUED LIABILITY	445.96
100000016125303	94580	08/14/2020	100-117-41004	CALPERS UNFUNDED ACCRUED LIABILITY	294.19
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					410,141.62
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
612749	94581	08/14/2020	500-641-44305	WPCP-ROUTINE MONITORING	1,232.65
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					1,232.65
Vendor: CCP03 - CCP INDUSTRIES					
IN02565687	94472	07/24/2020	100-343-44410	CY NITRILE GLOVES	126.85
IN02566760	94472	07/24/2020	500-641-44410	WPCP NITRILE GLOVES	125.75
IN02569538	94582	08/14/2020	500-642-44410	PREMIUM EAR MUFFS	112.92
IN02572127	94582	08/14/2020	500-641-44410	WPCP - FACE MASKS, TOWELS	136.97
IN02572128	94582	08/14/2020	500-641-44410	WPCP - WIPES	125.09
IN02573305	94582	08/14/2020	500-641-44410	WPCP-CARTRIDGE FILTER	143.51
IN02573750	94582	08/14/2020	500-641-44410	WPCP-NITRILE GLOVES	120.19
IN02579263	94582	08/14/2020	500-641-44410	WPCP-NITRILE GLOVES	112.15
Vendor CCP03 - CCP INDUSTRIES Total:					1,003.43
Vendor: 1108 - CHRIS FODOR					
072320	94529	07/31/2020	100-221-44301	PD PURCHASE OF GAS FOR CITY CAR	34.99
Vendor 1108 - CHRIS FODOR Total:					34.99
Vendor: CHR05 - CHRISP COMPANY					
07302020	94583	08/14/2020	100-000-31510	REFUND OVERPAYMENT OF BUSINESS LICENSE	106.00
Vendor CHR05 - CHRISP COMPANY Total:					106.00
Vendor: CIT08 - CITY MECHANICAL, INC					
66135	94584	08/14/2020	100-222-42108	MAINTENANCE - PUBLIC SAFETY BUILDING	1,227.63
Vendor CIT08 - CITY MECHANICAL, INC Total:					1,227.63
Vendor: COM20 - COMCAST					
071020	94530	07/31/2020	100-231-43105	FIRE CABLE 3700 PVR	10.68
071420	94473	07/24/2020	100-117-43105	CH CABLE SERVICE	29.88
071420 FIRE	94530	07/31/2020	100-231-43105	FIRE DEPT CABLE BILL	54.42
071620	94530	07/31/2020	100-221-42514	PD CABLE BILL	176.20
JULY 01 20 - 3450	94585	08/14/2020	215-341-43101	PW I80 MOBILITY PROJECT	236.24
Vendor COM20 - COMCAST Total:					507.42
Vendor: CON25 - CONTRA COSTA COUNTY HEALTH SERVICES DEPARTMENT					
IN0239833	94475	07/24/2020	209-557-42514	SWIM CENTER OPERATING PERMIT	402.00
Vendor CON25 - CONTRA COSTA COUNTY HEALTH SERVICES DEPARTMENT Total:					402.00
Vendor: CON98 - CONTRA COSTA COUNTY LAW & JUSTICE SYS.					
LJIS 20-PIN	94552	08/07/2020	100-222-42101	PD ACCJIN SHARED COST	2,323.69
Vendor CON98 - CONTRA COSTA COUNTY LAW & JUSTICE SYS. Total:					2,323.69
Vendor: 1616 - CONTRA COSTA COUNTY					
13367	94474	07/24/2020	100-231-42106	FIRE TELECOM MONTH OF JUNE 2020	134.40
Vendor 1616 - CONTRA COSTA COUNTY Total:					134.40
Vendor: CON30 - CONTRA COSTA CTY.SHERIFF					
PINPD-2006	94554	08/07/2020	100-222-42101	PD MISC PROFESSIONAL SERVICES	100.00

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
PIPD-220	94553	08/07/2020	100-222-42101	PD BLOOD WITHDRAWALS	296.94
Vendor CON30 - CONTRA COSTA CTY.SHERIFF Total:					396.94
Vendor: CON26 - CONTRA COSTA HEALTH SERVICES					
IN0238893	94586	08/14/2020	500-641-44304	HAZMAT CUPA OPERATING PERMIT FOR 2020-2021	3,161.00
Vendor CON26 - CONTRA COSTA HEALTH SERVICES Total:					3,161.00
Vendor: CONA0 - CONTRA COSTA SHERIFF'S OFFICE					
20-50	94587	08/14/2020	100-222-42101	NEVADA-RENDITION-PD	445.00
Vendor CONA0 - CONTRA COSTA SHERIFF'S OFFICE Total:					445.00
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
82030276	94531	07/31/2020	525-118-42510	IT REALQUEST SERVICE	662.41
Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:					662.41
Vendor: COO13 - DANA COOK					
071620	94476	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	353.28
Vendor COO13 - DANA COOK Total:					353.28
Vendor: 2016 - DANIELLE LEWIS					
08142020	94588	08/14/2020	209-551-38112	REQUEST FOR REFUND - RENTAL	40.00
Vendor 2016 - DANIELLE LEWIS Total:					40.00
Vendor: HUG01 - DANNY HUGHES					
071620	94478	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	0.48
Vendor HUG01 - DANNY HUGHES Total:					0.48
Vendor: 2008 - DEBBIE JOHNSON					
063020	94479	07/24/2020	209-552-36412	REFUND HARD ROCK CASINO CANCELED COVID-19	37.00
Vendor 2008 - DEBBIE JOHNSON Total:					37.00
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
83636383	94532	07/31/2020	100-10601	CY GAS	1,375.72
83652600	94589	08/14/2020	100-10601	CY GASOLINE	1,484.99
83661097	94589	08/14/2020	100-10601	CY GASOLINE	1,395.16
83669135	94589	08/14/2020	100-10601	CY GASOLINE	1,477.37
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					5,733.24
Vendor: DOL01 - DOLAN'S LUMBER					
063020	94480	07/24/2020	100-343-42108	DOLANS JUNE STATEMENT 0620	5.39
063020	94480	07/24/2020	100-343-42108	DOLANS JUNE STATEMENT 0620	7.38
063020	94480	07/24/2020	100-343-42108	DOLANS JUNE STATEMENT 0620	10.27
063020	94480	07/24/2020	207-344-42514	DOLANS JUNE STATEMENT 0620	5.12
063020	94480	07/24/2020	209-552-42108	DOLANS JUNE STATEMENT 0620	38.25
063020	94480	07/24/2020	209-552-42108	DOLANS JUNE STATEMENT 0620	268.03
063020	94480	07/24/2020	209-552-42108	DOLANS JUNE STATEMENT 0620	1,430.92
Vendor DOL01 - DOLAN'S LUMBER Total:					1,765.36
Vendor: 1779 - D-TAC K9 LLC					
1982	94555	08/07/2020	100-221-42514	PD K9 TRAINING	700.00
Vendor 1779 - D-TAC K9 LLC Total:					700.00
Vendor: EAS15 - EAST BAY MUNICIPAL UTILITY DISTRICT					
07232020-23284	94590	08/14/2020	100-345-43102	3790 PINOLE VALLEY RD-IRRIGATION USE ONLY	6,836.36
07272020-23177	94590	08/14/2020	100-110-43102	2131 Pear St--Offices--City Hall	2.60
07272020-23177	94590	08/14/2020	100-111-43102	2131 Pear St--Offices--City Hall	6.25

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
07272020-23177	94590	08/14/2020	100-112-43102	2131 Pear St--Offices--City Hall	5.73
07272020-23177	94590	08/14/2020	100-115-43102	2131 Pear St--Offices--City Hall	16.98
07272020-23177	94590	08/14/2020	100-116-43102	2131 Pear St--Offices--City Hall	5.73
07272020-23177	94590	08/14/2020	100-117-43102	2131 Pear St--Offices--City Hall	45.83
07272020-23177	94590	08/14/2020	100-343-43102	2131 Pear St--Offices--City Hall	81.66
07272020-23177	94590	08/14/2020	200-342-43102	2131 Pear St--Offices--City Hall	14.58
07272020-23177	94590	08/14/2020	212-461-43102	2131 Pear St--Offices--City Hall	5.52
07272020-23177	94590	08/14/2020	212-462-43102	2131 Pear St--Offices--City Hall	14.69
07272020-23177	94590	08/14/2020	285-464-43102	2131 Pear St--Offices--City Hall	4.37
07272020-23177	94590	08/14/2020	505-119-43102	2131 Pear St--Offices--City Hall	4.37
07272020-52057	94590	08/14/2020	100-345-43102	2690 BOX CANYON RD-IRRIGATION USE ONLY	149.31
07272020-55632	94590	08/14/2020	100-345-43102	3790 PINOLE VALLEY RD-IRRIGATION USE ONLY	2,961.59
Vendor EAS15 - EAST BAY MUNICIPAL UTILITY DISTRICT Total:					10,155.57
Vendor: ECO05 - ECOLAB					
6254365918	94481	07/24/2020	209-552-43804	PSC DIGICLEAN MILD FOAM	494.33
Vendor ECO05 - ECOLAB Total:					494.33
Vendor: 1655 - ENDRESS + HAUSER, INC.					
6002145244	94591	08/14/2020	500-641-42107	SUPPLIES - TP	295.83
Vendor 1655 - ENDRESS + HAUSER, INC. Total:					295.83
Vendor: 2009 - ERICA GARCIA PENA					
071720	94482	07/24/2020	209-20308	RENTAL CANCELED DUE TO COVID-19	750.00
071720	94482	07/24/2020	209-552-38112	RENTAL CANCELED DUE TO COVID-19	1,135.00
Vendor 2009 - ERICA GARCIA PENA Total:					1,885.00
Vendor: FAS02 - FASTENAL					
CAS1719278	94592	08/14/2020	500-641-42107	PARTS - TP	778.82
Vendor FAS02 - FASTENAL Total:					778.82
Vendor: FED01 - FEDEX					
706851205	94483	07/24/2020	503-643-42203	FINANCE FEDEX BILL	23.04
Vendor FED01 - FEDEX Total:					23.04
Vendor: 1612 - FIRST VANGUARD RENTALS & SALES					
1-500836	94533	07/31/2020	200-342-47205	CY DEERY PLF 210 SEALANT	4,135.51
1-501100	94593	08/14/2020	200-342-47205	CY DEERY SEALANT	3,910.51
Vendor 1612 - FIRST VANGUARD RENTALS & SALES Total:					8,046.02
Vendor: FIS01 - FISHER SCIENTIFIC					
2825761	94594	08/14/2020	500-641-44305	ACETATE BUFF	186.92
3018389	94594	08/14/2020	500-641-44305	ROSS PH ELECTRODES STORAGE SOLN	224.21
3619534	94594	08/14/2020	500-641-42107	SLUDGE JUDGE II	208.19
Vendor FIS01 - FISHER SCIENTIFIC Total:					619.32
Vendor: FOL02 - FOLSOM LAKE FORD					
FL0176	94484	07/24/2020	106-221-47101	PD POLICE CAR	37,535.05
Vendor FOL02 - FOLSOM LAKE FORD Total:					37,535.05
Vendor: GAL02 - GALLS, LLC					
016033421	94485	07/24/2020	100-231-44410	FIRE UNIFORM CLOTHING	715.37
Vendor GAL02 - GALLS, LLC Total:					715.37
Vendor: GAT07 - GATEWAY PINOLE VISTA, LLC					
AUGUST 20	94556	08/07/2020	201-343-42513	AUGUST RENT - GATEWAY	100.00
Vendor GAT07 - GATEWAY PINOLE VISTA, LLC Total:					100.00
Vendor: GRA03 - GRAINGER					
9585767107	94595	08/14/2020	207-344-42107	WPCP - IRON CORE WHEEL	278.59
9585849046	94595	08/14/2020	500-641-42107	WPCP - SAFETY SIGN	12.06
9586653223	94595	08/14/2020	500-641-42107	WPCP - CHEM IMPACT RSTNT GOOGLES	34.21

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
CM0000559	94595	08/14/2020	207-344-42107	WPCP IRON CORE WHEEL - RETURNED	-278.59
Vendor GRA03 - GRAINGER Total:					46.27
Vendor: 1112 - GRAY-BOWEN-SCOTT					
9209	94596	08/14/2020	215-342-47205	DEVELOP AND ADMINISTER WORK PROGRAM	579.96
9549	94486	07/24/2020	215-342-47205	PW PROFESSIONAL SERVICE	6,123.40
Vendor 1112 - GRAY-BOWEN-SCOTT Total:					6,703.36
Vendor: GRE19 - GREEN VALLEY TRACTOR					
01-20775	94487	07/24/2020	100-345-42108	CY TRACTOR PARTS	35.81
01-20786	94487	07/24/2020	100-345-42108	CY REPAIRS TO TRACTOR	616.10
Vendor GRE19 - GREEN VALLEY TRACTOR Total:					651.91
Vendor: KEN14 - GREG KENNEDY RN					
84	94488	07/24/2020	100-231-42101	FIRE EMS CQJ DUTIES	2,000.00
85	94488	07/24/2020	100-231-42101	FIRE EMS CQJ DUTIES	2,000.00
Vendor KEN14 - GREG KENNEDY RN Total:					4,000.00
Vendor: 2011 - H & H REFRIGERATION					
55434	94534	07/31/2020	100-231-42107	FIRE REPLACED FAN CYCLING CONTROL	280.00
Vendor 2011 - H & H REFRIGERATION Total:					280.00
Vendor: HAC01 - HACH COMPANY					
12058869	94597	08/14/2020	500-641-44303	WPCP-PAO STD, IODINE, AMMONIA	466.96
Vendor HAC01 - HACH COMPANY Total:					466.96
Vendor: HEAD1 - HEALTH CARE DENTAL TRUST					
071320	94489	07/24/2020	100-110-41002	DELTA DENTAL PERIOD AUG 2020	552.64
071320	94489	07/24/2020	100-111-41002	DELTA DENTAL PERIOD AUG 2020	596.76
071320	94489	07/24/2020	100-112-41002	DELTA DENTAL PERIOD AUG 2020	149.19
071320	94489	07/24/2020	100-113-41002	DELTA DENTAL PERIOD AUG 2020	127.13
071320	94489	07/24/2020	100-115-41002	DELTA DENTAL PERIOD AUG 2020	447.57
071320	94489	07/24/2020	100-116-41002	DELTA DENTAL PERIOD AUG 2020	59.17
071320	94489	07/24/2020	100-221-41002	DELTA DENTAL PERIOD AUG 2020	1,861.97
071320	94489	07/24/2020	100-221-41002	DELTA DENTAL PERIOD AUG 2020	208.36
071320	94489	07/24/2020	100-222-41002	DELTA DENTAL PERIOD AUG 2020	59.17
071320	94489	07/24/2020	100-222-41002	DELTA DENTAL PERIOD AUG 2020	335.49
071320	94489	07/24/2020	100-223-41002	DELTA DENTAL PERIOD AUG 2020	1,462.83
071320	94489	07/24/2020	100-231-41002	DELTA DENTAL PERIOD AUG 2020	1,395.93
071320	94489	07/24/2020	100-341-41002	DELTA DENTAL PERIOD AUG 2020	335.49
071320	94489	07/24/2020	100-343-41002	DELTA DENTAL PERIOD AUG 2020	1,022.27
071320	94489	07/24/2020	100-465-41002	DELTA DENTAL PERIOD AUG 2020	127.13
071320	94489	07/24/2020	105-221-41002	DELTA DENTAL PERIOD AUG 2020	761.00
071320	94489	07/24/2020	105-231-41002	DELTA DENTAL PERIOD AUG 2020	59.17
071320	94489	07/24/2020	106-222-41002	DELTA DENTAL PERIOD AUG 2020	127.13

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
071320	94489	07/24/2020	106-231-41002	DELTA DENTAL PERIOD AUG 2020	127.13
071320	94489	07/24/2020	204-227-41002	DELTA DENTAL PERIOD AUG 2020	149.19
071320	94489	07/24/2020	209-551-41002	DELTA DENTAL PERIOD AUG 2020	149.19
071320	94489	07/24/2020	209-552-41002	DELTA DENTAL PERIOD AUG 2020	118.34
071320	94489	07/24/2020	209-554-41002	DELTA DENTAL PERIOD AUG 2020	149.19
071320	94489	07/24/2020	212-461-41002	DELTA DENTAL PERIOD AUG 2020	149.19
071320	94489	07/24/2020	212-462-41002	DELTA DENTAL PERIOD AUG 2020	186.30
071320	94489	07/24/2020	500-641-41002	DELTA DENTAL PERIOD AUG 2020	1,164.45
071320	94489	07/24/2020	500-642-41002	DELTA DENTAL PERIOD AUG 2020	267.53
071320	94489	07/24/2020	505-119-41002	DELTA DENTAL PERIOD AUG 2020	298.38
071320	94489	07/24/2020	998-20105	DELTA DENTAL PERIOD AUG 2020	208.36
071320	94489	07/24/2020	998-20105	DELTA DENTAL PERIOD AUG 2020	149.19
SEP 2020	94598	08/14/2020	100-110-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	552.64
SEP 2020	94598	08/14/2020	100-111-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	574.70
SEP 2020	94598	08/14/2020	100-112-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	149.19
SEP 2020	94598	08/14/2020	100-113-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	127.13
SEP 2020	94598	08/14/2020	100-115-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	149.19
SEP 2020	94598	08/14/2020	100-116-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	59.17
SEP 2020	94598	08/14/2020	100-221-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	2,070.33
SEP 2020	94598	08/14/2020	100-222-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	394.66
SEP 2020	94598	08/14/2020	100-223-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	1,462.83
SEP 2020	94598	08/14/2020	100-231-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	1,395.93
SEP 2020	94598	08/14/2020	100-341-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	335.49
SEP 2020	94598	08/14/2020	100-343-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	1,022.27
SEP 2020	94598	08/14/2020	100-465-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	127.13
SEP 2020	94598	08/14/2020	105-221-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	761.00
SEP 2020	94598	08/14/2020	105-231-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	59.17
SEP 2020	94598	08/14/2020	106-222-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	127.13
SEP 2020	94598	08/14/2020	106-231-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	127.13
SEP 2020	94598	08/14/2020	204-227-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	149.19
SEP 2020	94598	08/14/2020	209-551-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	149.19
SEP 2020	94598	08/14/2020	209-552-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	118.34

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SEP 2020	94598	08/14/2020	209-554-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	149.19
SEP 2020	94598	08/14/2020	212-461-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	149.19
SEP 2020	94598	08/14/2020	212-462-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	186.30
SEP 2020	94598	08/14/2020	500-641-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	1,164.45
SEP 2020	94598	08/14/2020	500-642-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	267.53
SEP 2020	94598	08/14/2020	505-119-41002	HEALTH CARE EE ER DENTAL TRUST SEP 2020	298.38
SEP 2020	94598	08/14/2020	998-20105	HEALTH CARE EE ER DENTAL TRUST SEP 2020	357.55
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					25,289.24
Vendor: 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES					
SIN001726	94557	08/07/2020	106-115-42101	FI AUDIT SERVICE Q4 2019	762.51
SIN001919	94557	08/07/2020	105-115-42101	AUDIT SERVICES Q4 19	762.51
SIN001920	94557	08/07/2020	100-115-42101	FI CONTRACT SERVICE - TRANS TAX	2,051.02
SIN001920	94557	08/07/2020	105-115-42101	FI CONTRACT SERVICE - TRANS TAX	150.00
SIN001920	94557	08/07/2020	106-115-42101	FI CONTRACT SERVICE - TRANS TAX	150.00
Vendor 1161 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					3,876.04
Vendor: IED02 - IEDA, INC.					
23063	94490	07/24/2020	100-116-42101	LABOR RELATIONS CONSULTING FEES 7/1-7/31/20	2,274.00
23102	94599	08/14/2020	100-116-42101	LABOR RELATIONS CONSULTING	2,274.00
Vendor IED02 - IEDA, INC. Total:					4,548.00
Vendor: IIM01 - IIMC					
08062020	94600	08/14/2020	100-112-42401	FY20-21 CITY CLERK MEMBERSHIP RENEWAL	195.00
Vendor IIM01 - IIMC Total:					195.00
Vendor: IMA01 - IMAGE SALES, INC.					
0068645-IN	94601	08/14/2020	100-222-42201	POLICE - ID CARDS	69.93
Vendor IMA01 - IMAGE SALES, INC. Total:					69.93
Vendor: 1368 - INTERACTIVE RESOURCES, INC.					
182040	94558	08/07/2020	100-117-42101	PL FARIA HOUSE	280.00
Vendor 1368 - INTERACTIVE RESOURCES, INC. Total:					280.00
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X04287905	94602	08/14/2020	500-641-44305	DEIONIZATION SERVICE - TP	442.55
Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:					442.55
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
224432	94491	07/24/2020	100-117-42511	FARMER'S MARKET 2361 SPA PORTABLE RENTAL	137.70
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					137.70
Vendor: MEL05 - JAMES MELVIN					
071620	94492	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	138.60
Vendor MEL05 - JAMES MELVIN Total:					138.60
Vendor: PAR01 - JAMES PARROTT					
071620	94493	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	0.24
Vendor PAR01 - JAMES PARROTT Total:					0.24
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
97741	94494	07/24/2020	209-552-42108	PSC JANITORIAL	166.62
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					166.62

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Vendor: HAR29 - JOHN HARDESTER					
071620	94495	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	0.48
Vendor HAR29 - JOHN HARDESTER Total:					0.48
Vendor: 1856 - JOSE HOWEY					
040320-1	94535	07/31/2020	209-554-36402	REC ENRICHMENT CLASSES CANCELLED COVID19	177.00
Vendor 1856 - JOSE HOWEY Total:					177.00
Vendor: MIS01 - JULIAN MISRA					
071620	94496	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	376.00
Vendor MIS01 - JULIAN MISRA Total:					376.00
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000029260	94497	07/24/2020	500-641-44302	WPCP SLUDGE REMOVAL	5,784.75
4212-000029308	94603	08/14/2020	500-641-44302	WPCP-SLUDGE REMOVAL	5,469.90
Vendor KEL09 - KELLER CANYON LANDFILL Total:					11,254.65
Vendor: COP02 - KENETH COPPO					
071620	94498	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	1,204.19
Vendor COP02 - KENETH COPPO Total:					1,204.19
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
09651	94604	08/14/2020	500-641-44303	ZETAG TOTE - TP	15,672.91
09704	94604	08/14/2020	500-641-44303	WPCP-ZETAG TOTE	9,940.55
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					25,613.46
Vendor: LAN01 - LANER ELECTRIC SUPPLY, INC					
908027	94605	08/14/2020	500-641-42107	SUPPLIES	32.65
Vendor LAN01 - LANER ELECTRIC SUPPLY, INC Total:					32.65
Vendor: BRU10 - LINDA BRUNS					
071620	94499	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	102.17
Vendor BRU10 - LINDA BRUNS Total:					102.17
Vendor: CUR03 - LN CURTIS & SONS					
INV403225	94500	07/24/2020	100-231-44410	FIRE ALTERATION TO UNIFORMS	15.98
INV407666	94536	07/31/2020	100-231-42107	FIRE EQUIPMENT	1,076.04
INV409503	94606	08/14/2020	100-231-42107	FIRE EQUIPMENT	583.63
Vendor CUR03 - LN CURTIS & SONS Total:					1,675.65
Vendor: DRA01 - MARY DRAZBA					
071620	94501	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	201.46
Vendor DRA01 - MARY DRAZBA Total:					201.46
Vendor: ROB21 - MARY ROBERTS					
071620	94502	07/24/2020	100-117-41101	2020 RETIREE MEDICARE REIMBURSE AUG	320.70
Vendor ROB21 - MARY ROBERTS Total:					320.70
Vendor: MCM05 - MCMMASTER-CARR SUPPLY CO.					
42466310	94607	08/14/2020	500-641-42107	SUPPLIES/PARTS - WPCP	174.13
42582492	94607	08/14/2020	500-641-42107	SUPPLIES/PARTS - WPCP	1,581.60
43169694	94607	08/14/2020	500-641-42107	SUPPLIES TP	429.69
Vendor MCM05 - MCMMASTER-CARR SUPPLY CO. Total:					2,185.42
Vendor: 1311 - M-GROUP					
2001965	94503	07/24/2020	212-461-42101	BLDG. ON CALL PLANNING SERVICES	9,200.00
Vendor 1311 - M-GROUP Total:					9,200.00
Vendor: 1139 - MICHAEL BAKER INTERNATIONAL, INC.					
1083999	94559	08/07/2020	212-461-42101	PLANNING PROFESSIONAL SERVICES MAY 2020	2,080.00

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1086790	94559	08/07/2020	212-461-42101	PLANNING IMPACT FEE LABOR	8,147.50
1089240	94559	08/07/2020	212-461-42101	PLANNING FEE LABOR	562.50
Vendor 1139 - MICHAEL BAKER INTERNATIONAL, INC. Total:					10,790.00
Vendor: 1115 - MICHELLE FITZER					
071620	94504	07/24/2020	100-117-41101	2020 RETIREE MEDICARE REIMBURSE AUGUST	202.40
071620-1	94504	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	36.49
071620-2	94504	07/24/2020	100-117-41101	2020 RETIREE RX DRUG COVERAGE AUG	12.20
Vendor 1115 - MICHELLE FITZER Total:					251.09
Vendor: ROG02 - MILES ROGERS					
071620	94505	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	204.34
Vendor ROG02 - MILES ROGERS Total:					204.34
Vendor: MOT01 - MOTOROLA SOLUTIONS, INC.					
16114230	94608	08/14/2020	100-231-42107	FIRE COMMUNICATION SERVICE	4,216.44
Vendor MOT01 - MOTOROLA SOLUTIONS, INC. Total:					4,216.44
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
001301	94609	08/14/2020	100-110-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	11.88
001301	94609	08/14/2020	100-111-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	225.84
001301	94609	08/14/2020	100-112-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	55.79
001301	94609	08/14/2020	100-113-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	1.06
001301	94609	08/14/2020	100-115-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	142.07
001301	94609	08/14/2020	100-116-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	30.47
001301	94609	08/14/2020	100-221-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	971.38
001301	94609	08/14/2020	100-222-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	101.79
001301	94609	08/14/2020	100-223-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	394.20
001301	94609	08/14/2020	100-231-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	545.98
001301	94609	08/14/2020	100-341-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	138.93
001301	94609	08/14/2020	100-343-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	191.65
001301	94609	08/14/2020	100-465-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	27.90
001301	94609	08/14/2020	105-221-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	286.64
001301	94609	08/14/2020	105-231-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	132.61
001301	94609	08/14/2020	106-222-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	22.42
001301	94609	08/14/2020	106-231-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	68.43
001301	94609	08/14/2020	204-227-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	39.90
001301	94609	08/14/2020	205-227-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	2.38
001301	94609	08/14/2020	209-551-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	26.96
001301	94609	08/14/2020	209-552-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	56.58

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
001301	94609	08/14/2020	209-553-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	27.98
001301	94609	08/14/2020	209-554-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	56.04
001301	94609	08/14/2020	212-461-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	51.06
001301	94609	08/14/2020	212-462-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	103.26
001301	94609	08/14/2020	317-345-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	4.21
001301	94609	08/14/2020	500-641-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	322.27
001301	94609	08/14/2020	500-642-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	84.72
001301	94609	08/14/2020	505-119-46201	INSURANCE PREMIUMS FY 2020-2021 CYBER COVERAGE	74.60
INV001255	94560	08/07/2020	100-221-46201	PD & PW UNMET LIABILITY DEDUCTABLE	4,219.99
INV001255	94560	08/07/2020	100-343-46201	PD & PW UNMET LIABILITY DEDUCTABLE	4,892.93
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					13,311.92
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1344712	94506	07/24/2020	100-221-41008	HR INSURANCE PREMIUMS	475.20
1344712	94506	07/24/2020	100-223-41008	HR INSURANCE PREMIUMS	279.50
1344712	94506	07/24/2020	105-221-41008	HR INSURANCE PREMIUMS	148.50
1344712	94506	07/24/2020	204-227-41008	HR INSURANCE PREMIUMS	29.70
Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:					932.90
Vendor: 1839 - NANCY SVENSSON					
072820	94537	07/31/2020	209-553-36401	TINY TOT CANCELLATION	732.00
Vendor 1839 - NANCY SVENSSON Total:					732.00
Vendor: 2007 - NATIONAL AUTO FLEET GROUP					
65422	94507	07/24/2020	106-465-47104	CODE ENFORCEMENT 2020 PRIUS CAR	29,430.35
Vendor 2007 - NATIONAL AUTO FLEET GROUP Total:					29,430.35
Vendor: OFF10 - OFFICE OF THE SHERIFF-CORONER- CCC					
20/21PINOL	94538	07/31/2020	100-223-42106	PD ARIES MAINTENANCE	8,770.00
Vendor OFF10 - OFFICE OF THE SHERIFF-CORONER- CCC Total:					8,770.00
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100400049932	94610	08/14/2020	209-554-42108	YC BUILDING MAINTENANCE AUGUST 2020	95.88
100400049932	94610	08/14/2020	505-119-42108	YC BUILDING MAINTENANCE AUGUST 2020	95.88
100400050512	94610	08/14/2020	100-343-42108	CH BUILDING MAINTENANCE AUGUST 2020	113.15
100400050550	94610	08/14/2020	100-222-42108	PUBLIC SAFETY BUILDING MAINTENANCE - AUGUST 2020	55.95
100400050550	94610	08/14/2020	100-223-42108	PUBLIC SAFETY BUILDING MAINTENANCE - AUGUST 2020	11.91
100400050550	94610	08/14/2020	100-231-42108	PUBLIC SAFETY BUILDING MAINTENANCE - AUGUST 2020	45.24
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					418.01
Vendor: ATH02 - PATRICIA ATHENOUR					
072820	94539	07/31/2020	100-117-41101	2020 RETIREE MEDICARE REIMBUR	144.60
Vendor ATH02 - PATRICIA ATHENOUR Total:					144.60
Vendor: CLA17 - PAUL CLANCY					
071620	94508	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	401.13
Vendor CLA17 - PAUL CLANCY Total:					401.13

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Vendor: PGE01 - PG&E 0081071620	94540	07/31/2020	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	70.73
0209071620	94540	07/31/2020	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	72.32
0217071620	94540	07/31/2020	100-345-43103	TENNENT & PARK ST CLUB HOUSE	15.68
0466071720	94540	07/31/2020	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	9.53
0466071720	94540	07/31/2020	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	14.29
0498071020	94540	07/31/2020	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	551.85
0813071620	94540	07/31/2020	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	14.29
0883071220	94540	07/31/2020	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	565.24
0883071220	94540	07/31/2020	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	113.05
0883071220	94540	07/31/2020	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	452.20
0887070220	94509	07/24/2020	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	66.15
0923071620	94540	07/31/2020	100-110-43103	2131 PEAR ST	112.99
0923071620	94540	07/31/2020	100-111-43103	2131 PEAR ST	148.67
0923071620	94540	07/31/2020	100-112-43103	2131 PEAR ST	163.53
0923071620	94540	07/31/2020	100-115-43103	2131 PEAR ST	407.36
0923071620	94540	07/31/2020	100-116-43103	2131 PEAR ST	118.94
0923071620	94540	07/31/2020	100-117-43103	2131 PEAR ST	1,323.17
0923071620	94540	07/31/2020	100-343-43103	2131 PEAR ST	2,464.96
0923071620	94540	07/31/2020	200-342-43103	2131 PEAR ST	431.15
0923071620	94540	07/31/2020	212-461-43103	2131 PEAR ST	178.40
0923071620	94540	07/31/2020	212-462-43103	2131 PEAR ST	448.99
0923071620	94540	07/31/2020	285-464-43103	2131 PEAR ST	148.67
1121072020	94540	07/31/2020	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	69.32
1156071220	94540	07/31/2020	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	24.89
1156071220	94540	07/31/2020	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	37.33
1233072020	94540	07/31/2020	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	92.28
1462071220	94540	07/31/2020	209-552-43103	2500 CHARLES ST SENIOR CENTER	86.24
1801070920	94509	07/24/2020	209-553-43103	2454 SIMAS AVE REC CTR & POOL	12.03
2182070220	94509	07/24/2020	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	58.17
2506071620	94540	07/31/2020	215-341-43103	701 Pinon/2489 San Pablo- Electric CHGS	36.43
2615071720	94540	07/31/2020	100-345-43103	S/E CORNER OF ROGERS & NOB HILL SPRINKLER SYSTEM	10.18
2620072020	94540	07/31/2020	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	95.45
2793071720	94540	07/31/2020	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	78.56
2969071620	94540	07/31/2020	201-343-43103	600 Tennent Ave-Blackies Storage	19.06
3029071320	94540	07/31/2020	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	50.81
3311071620	94540	07/31/2020	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	91.67
3537071620	94540	07/31/2020	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	67.47

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3834070720	94509	07/24/2020	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	43.37
3850071620	94540	07/31/2020	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	128.02
3914071620	94540	07/31/2020	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	72.13
396620056563	94611	08/14/2020	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	71.26
4065071620	94540	07/31/2020	209-559-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	315.79
4157071020	94540	07/31/2020	100-222-43103	809 CITY HALL	13.55
4193071620	94540	07/31/2020	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	51.78
4368071620	94540	07/31/2020	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	105.21
4612071620	94540	07/31/2020	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	39.86
5127071720	94540	07/31/2020	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	123.45
5137071520	94540	07/31/2020	209-557-43103	2450 SIMAS AVE SWIM CTR	503.42
5274071620	94540	07/31/2020	201-343-43103	2361 SAN PABLO AVE OLD BANK BUILDING	46.92
5374071620	94540	07/31/2020	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	82.72
5387071720	94540	07/31/2020	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	34.80
6969071620	94540	07/31/2020	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	72.85
7114071620	94540	07/31/2020	200-342-43103	2429 SAN PABLO AVE	53.39
7186071220	94540	07/31/2020	209-558-43103	601 TENNENT AVE PUBLIC MEETING HALL	7.84
7509071620	94540	07/31/2020	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	50.38
7964071620	94540	07/31/2020	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	10.29
8086071620	94540	07/31/2020	200-342-43103	N/S BORDER CITY OF PINOLE	93.87
8687072020	94540	07/31/2020	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	86.28
8716071220	94540	07/31/2020	500-641-43103	SEWAGE PLNT-FT OF TENNENT	2,001.47
9824071620	94540	07/31/2020	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	95.56
9985071620	94540	07/31/2020	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	139.13
999038576622229	94611	08/14/2020	100-110-43103	2131 PEAR ST	302.03
999038576622229	94611	08/14/2020	100-111-43103	2131 PEAR ST	397.41
999038576622229	94611	08/14/2020	100-112-43103	2131 PEAR ST	437.13
999038576622229	94611	08/14/2020	100-115-43103	2131 PEAR ST	1,088.89
999038576622229	94611	08/14/2020	100-116-43103	2131 PEAR ST	317.92
999038576622229	94611	08/14/2020	100-117-43103	2131 PEAR ST	3,536.91
999038576622229	94611	08/14/2020	100-343-43103	2131 PEAR ST	6,588.98
999038576622229	94611	08/14/2020	200-342-43103	2131 PEAR ST	1,152.48
999038576622229	94611	08/14/2020	212-461-43103	2131 PEAR ST	476.89
999038576622229	94611	08/14/2020	212-462-43103	2131 PEAR ST	1,200.16
999038576622229	94611	08/14/2020	285-464-43103	2131 PEAR ST	397.41
Vendor PGE01 - PG&E Total:					28,861.60
Vendor: JAR01 - PINOLE GOODYEAR					
025070	94561	08/07/2020	100-231-42107	FIRE TRUCK REPAIR	95.77
Vendor JAR01 - PINOLE GOODYEAR Total:					95.77
Vendor: PIT06 - PITNEY BOWES					
071920	94562	08/07/2020	100-117-42203	ADMIN - POSTAGE METER	3,518.04
Vendor PIT06 - PITNEY BOWES Total:					3,518.04

WARRANT LISTING

Payment Dates: 7/18/2020 - 8/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1009 - PRECISION IT CONSULTING					
10924	94543	07/31/2020	525-118-42101	IT PROFESSIONAL SERVICES	300.00
10933	94543	07/31/2020	525-118-42101	IT PROFESSIONAL SERVICES	6,535.00
10936	94543	07/31/2020	525-118-42101	IT PROFESSIONAL SERVICES	2,020.00
10937	94543	07/31/2020	525-118-42101	IT PROFESSIONAL SERVICES	2,800.00
10938	94543	07/31/2020	525-118-42101	IT PROFESSIONAL SERVICES	4,970.00
10982	94612	08/14/2020	525-118-42101	AGREEMENT PRECISION 360 GOLD	12,500.00
10982	94612	08/14/2020	525-118-42105	AGREEMENT PRECISION 360 GOLD	820.00
10982	94612	08/14/2020	525-118-42105	AGREEMENT PRECISION 360 GOLD	995.00
10982	94612	08/14/2020	525-118-42106	AGREEMENT PRECISION 360 GOLD	87.60
10982	94612	08/14/2020	525-118-42106	AGREEMENT PRECISION 360 GOLD	280.45
10993	94612	08/14/2020	525-118-42510	AGREEMENT PRECISION 360 OFFICE 365	2,848.00
Vendor 1009 - PRECISION IT CONSULTING Total:					34,156.05
Vendor: 2010 - PRECISION TRAINING GROUP					
20-061820	94477	07/24/2020	100-231-42301	FIRE S-223 FIRELINE PARAMEDIC	1,650.00
Vendor 2010 - PRECISION TRAINING GROUP Total:					1,650.00
Vendor: PRO18 - PROTECTION 1 / ADT					
070120	94510	07/24/2020	209-553-42108	TINY TOTS ALARM SERVICE PERIOD 7/24-8/23/20	78.45
Vendor PRO18 - PROTECTION 1 / ADT Total:					78.45
Vendor: QUI11 - QUINCY ENGINEERING, INC.					
20-2830-00-1	94511	07/24/2020	325-342-47205	PW PROFESSIONAL SERVICE	2,075.95
Vendor QUI11 - QUINCY ENGINEERING, INC. Total:					2,075.95
Vendor: R&S01 - R & S ERECTION OF RICHMOND, INC.					
98911C	94613	08/14/2020	100-231-42108	FIRE GARAGE DOOR SERVICE	328.00
Vendor R&S01 - R & S ERECTION OF RICHMOND, INC. Total:					328.00
Vendor: RAN06 - RANEY PLANNING & MANAGEMENT, INC.					
1937E-13	94512	07/24/2020	212-20340	BLDG. PROFESSIONAL SERVICES	1,331.08
Vendor RAN06 - RANEY PLANNING & MANAGEMENT, INC. Total:					1,331.08
Vendor: WAL13 - ROBERT WALKER					
071620	94513	07/24/2020	500-641-42514	CY DOT RECERT	79.50
Vendor WAL13 - ROBERT WALKER Total:					79.50
Vendor: 1792 - RODEO AUTOTECH, INC					
0058865	94614	08/14/2020	100-221-42107	PD - VEHICLE SERVICE	613.70
0060124	94614	08/14/2020	100-221-42107	PD - VEHICLE SERVICE	269.09
0061772	94614	08/14/2020	100-221-42107	PD VEHICLE SERVICE	613.25
Vendor 1792 - RODEO AUTOTECH, INC Total:					1,496.04
Vendor: SWE00 - ROY SWEARINGEN					
08062020	94615	08/14/2020	100-110-42201	MAYOR HOME OFFICE REIMBURSEMENT	62.24
Vendor SWE00 - ROY SWEARINGEN Total:					62.24
Vendor: ROS08 - RSG, INC.					
1006295	94514	07/24/2020	750-463-42101	AFFORDABLE HOUSING RFP AND DEVELOPER SELECTION	7,488.75
1006335	94514	07/24/2020	750-463-42101	REAL ESTATE OPEN LISTING BROKER SERVICE	7,787.50
1006344	94616	08/14/2020	285-464-42101	AFFORDABLE HOUSING RFP AND DEVELOPER SELECTION	4,141.25
1006367	94616	08/14/2020	285-464-42101	COMPLIANCE MONITORING - YEAR 4	303.75

WARRANT LISTING

Payment Dates: 7/18/2020 - 8/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
1006422	94616	08/14/2020	750-463-42101	REAL ESTATE OPEN LISTING BROKER SERVICES	12,247.50
Vendor ROS08 - RSG, INC. Total:					31,968.75
Vendor: 2012 - RUBI HUERTA					
072420	94544	07/31/2020	209-20308	REC REFUND FOR EVENT DUE TO COVID19	500.00
072420	94544	07/31/2020	209-552-38112	REC REFUND FOR EVENT DUE TO COVID19	1,170.00
Vendor 2012 - RUBI HUERTA Total:					1,670.00
Vendor: 1679 - SAFE BUILT, LLC					
PIN20731	94617	08/14/2020	212-462-42101	PLAN CHECK SERVICES JULY 1-31 2020	3,675.14
Vendor 1679 - SAFE BUILT, LLC Total:					3,675.14
Vendor: RUS07 - SCOTT RUSSO					
071620	94515	07/24/2020	100-221-42514	PD REIMBURSEMENT PURCHASE PAINT FOR OFFICES	156.78
Vendor RUS07 - SCOTT RUSSO Total:					156.78
Vendor: 1991 - SEAGRAVE FIRE APPARATUS LLC					
1853	94516	07/24/2020	100-231-47104	FIRE CAPITOL PUMPER	202,281.00
Vendor 1991 - SEAGRAVE FIRE APPARATUS LLC Total:					202,281.00
Vendor: 1714 - SHERRI D. LEWIS					
PC01PINOLE - FY20/21	94618	08/14/2020	212-461-42514	PLANNING COMMISSION MINUTES	525.00
PC06PINOLE-FY19/20	94563	08/07/2020	212-461-42514	PC MINUTE TAKER 05272020	900.00
PC07PINOLE-FY19/20	94563	08/07/2020	212-461-42514	PC MINUTE TAKER 06222020	562.50
Vendor 1714 - SHERRI D. LEWIS Total:					1,987.50
Vendor: SHR02 - SHRED DEFENSE INC					
31947	94564	08/07/2020	100-222-42101	PD SHREDDING SERVICE	166.40
Vendor SHR02 - SHRED DEFENSE INC Total:					166.40
Vendor: SQU00 - SQUARE DEAL GARAGE					
32043	94517	07/24/2020	500-642-42108	WPCP CAR SERVICE	282.09
32083	94545	07/31/2020	100-221-42107	PD AIR CONDITIONING SYSTEM REPAIR	245.70
32192	94565	08/07/2020	100-221-42107	PD PATROL CAR OIL CHANGE	49.04
32254	94619	08/14/2020	100-221-42107	POLICE - VEHICLE SERVICE	555.79
32270	94619	08/14/2020	100-221-42107	PD - VEHICLE SERVICE	107.35
32326	94619	08/14/2020	100-221-42107	POLICE - VEHICLE SERVICE	64.06
Vendor SQU00 - SQUARE DEAL GARAGE Total:					1,304.03
Vendor: STAS6 - STAILING S&S RV REPAIRS					
6375-807	94546	07/31/2020	100-221-42107	PD REPAIR AC	627.15
6417-802	94620	08/14/2020	100-221-42107	PD VEHICLE SERVICE	64.95
6418-807	94620	08/14/2020	100-221-42107	PD VEHICLE SERVICE	34.95
Vendor STAS6 - STAILING S&S RV REPAIRS Total:					727.05
Vendor: STE20 - STERICYCLE, INC.					
3005196138	94566	08/07/2020	100-222-42101	PD HAZARDOUS WASTE	55.44
Vendor STE20 - STERICYCLE, INC. Total:					55.44
Vendor: TAR07 - TARGET SOLUTIONS LEARNING, LLC					
INV10796	94567	08/07/2020	100-231-42106	FD MEMBERSHIP	1,644.00
Vendor TAR07 - TARGET SOLUTIONS LEARNING, LLC Total:					1,644.00
Vendor: KRI01 - TERRI KRIEGER					
071620	94518	07/24/2020	100-117-41101	2020 RETIREE MEDICAL REIMBURSE AUG	0.24
Vendor KRI01 - TERRI KRIEGER Total:					0.24
Vendor: POL09 - THE POLICE AND SHERIFFS PRESS					
136152	94621	08/14/2020	100-231-42201	FIRE ID CARDS	32.55
Vendor POL09 - THE POLICE AND SHERIFFS PRESS Total:					32.55

WARRANT LISTING

Payment Dates: 7/18/2020 - 8/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: TYL00 - TYLER TECHNOLOGIES, INC.					
025-302833	94568	08/07/2020	525-118-42510	IT SOFTWARE LICENSE	66,220.80
Vendor TYL00 - TYLER TECHNOLOGIES, INC. Total:					66,220.80
Vendor: UNI39 - UNITED ROTARY BRUSH CORP.					
C1249798	94547	07/31/2020	207-344-42107	CY SUPPLIES FOR THE THE SWEEPER	1,025.30
Vendor UNI39 - UNITED ROTARY BRUSH CORP. Total:					1,025.30
Vendor: UNI38 - UNIVAR USA INC					
48652003	94519	07/24/2020	500-641-44303	WPCP SOD BISULFITE	6,179.75
48668458	94622	08/14/2020	500-641-44303	CHEMICALS - TP	6,131.36
48672647	94622	08/14/2020	500-641-44303	CHEMICALS - TP	3,318.48
Vendor UNI38 - UNIVAR USA INC Total:					15,629.59
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
254879-1	94623	08/14/2020	100-343-42108	CY JANITORAL SUPPLIES	78.03
256644	94520	07/24/2020	100-343-42108	CH JANITORIAL SUPPLIES	192.92
256646	94520	07/24/2020	100-343-42108	MONTHLY STATEMENT-VEHICLE MAINTENANCE	226.14
256952	94623	08/14/2020	100-222-42108	PD JANITORAL SUPPLIES	213.88
478898	94623	08/14/2020	500-641-42108	WPCP - JULY JANITORIAL SERVICES	508.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					1,218.97
Vendor: USB06 - US BANK					
072220	94569	08/07/2020	100-20018	CREDIT CARD BILL	17,477.81
Vendor USB06 - US BANK Total:					17,477.81
Vendor: UTI01 - UTILITY AERIAL, INC.					
50625	94624	08/14/2020	500-642-42107	MAINTENANCE SERVICE - PW	2,170.75
Vendor UTI01 - UTILITY AERIAL, INC. Total:					2,170.75
Vendor: VIS01 - VISION SERVICE PLAN					
809987140	94521	07/24/2020	100-110-41003	VSP VISION BILLING	74.44
809987140	94521	07/24/2020	100-111-41003	VSP VISION BILLING	74.44
809987140	94521	07/24/2020	100-112-41003	VSP VISION BILLING	18.61
809987140	94521	07/24/2020	100-113-41003	VSP VISION BILLING	18.61
809987140	94521	07/24/2020	100-115-41003	VSP VISION BILLING	55.83
809987140	94521	07/24/2020	100-116-41003	VSP VISION BILLING	18.61
809987140	94521	07/24/2020	100-221-41003	VSP VISION BILLING	353.59
809987140	94521	07/24/2020	100-222-41003	VSP VISION BILLING	55.83
809987140	94521	07/24/2020	100-223-41003	VSP VISION BILLING	241.93
809987140	94521	07/24/2020	100-231-41003	VSP VISION BILLING	204.71
809987140	94521	07/24/2020	100-341-41003	VSP VISION BILLING	55.83
809987140	94521	07/24/2020	100-343-41003	VSP VISION BILLING	130.27
809987140	94521	07/24/2020	100-465-41003	VSP VISION BILLING	18.61
809987140	94521	07/24/2020	105-221-41003	VSP VISION BILLING	111.66
809987140	94521	07/24/2020	105-231-41003	VSP VISION BILLING	18.61
809987140	94521	07/24/2020	106-222-41003	VSP VISION BILLING	18.61
809987140	94521	07/24/2020	106-231-41003	VSP VISION BILLING	18.61
809987140	94521	07/24/2020	204-227-41003	VSP VISION BILLING	18.61
809987140	94521	07/24/2020	209-551-41003	VSP VISION BILLING	18.61
809987140	94521	07/24/2020	209-552-41003	VSP VISION BILLING	37.22
809987140	94521	07/24/2020	209-554-41003	VSP VISION BILLING	18.61
809987140	94521	07/24/2020	212-461-41003	VSP VISION BILLING	18.61
809987140	94521	07/24/2020	212-462-41003	VSP VISION BILLING	37.22
809987140	94521	07/24/2020	500-641-41003	VSP VISION BILLING	167.49
809987140	94521	07/24/2020	500-642-41003	VSP VISION BILLING	55.83
809987140	94521	07/24/2020	505-119-41003	VSP VISION BILLING	37.22
809987140	94521	07/24/2020	998-20106	VSP VISION BILLING	18.61
Vendor VIS01 - VISION SERVICE PLAN Total:					1,916.83

WARRANT LISTING

Payment Dates: 7/18/2020 - 8/14/2020

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2014 - WBE TRAFFIC CONTROL INC					
07302020	94625	08/14/2020	100-000-31510	REFUND OVERPAYMENT OF BUSINESS LICENSE	87.00
Vendor 2014 - WBE TRAFFIC CONTROL INC Total:					87.00
Vendor: WCC01 - WCCTAC					
21789	94522	07/24/2020	215-117-42401	PW WCCTAC MEMBERSHIP FEE	48,930.00
Vendor WCC01 - WCCTAC Total:					48,930.00
Vendor: WES01 - WESTERN EXTERMINATOR CO.					
8195228	94523	07/24/2020	209-552-42108	PSC AND WPCP EXTERMINATOR SERVICES	71.00
8195228	94523	07/24/2020	500-641-42108	PSC AND WPCP EXTERMINATOR SERVICES	69.00
Vendor WES01 - WESTERN EXTERMINATOR CO. Total:					140.00
Vendor: 1520 - WEX BANK					
66864497	94626	08/14/2020	100-221-44301	FUEL PURCHASES - PD	75.06
Vendor 1520 - WEX BANK Total:					75.06
Grand Total:					1,226,070.28

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	797,535.11
105 - Measure S -2006	3,250.87
106 - MEASURE S-2014	68,514.50
200 - Gas Tax Fund	11,247.60
201 - Restricted Real Estate Maintenance Fund	489.08
204 - Police Grants	386.59
205 - Traffic Safety Fund	2.38
207 - NPDES Storm Water Fund	1,030.42
209 - Recreation Fund	10,195.41
212 - Building & Planning	59,106.30
215 - Measure C and J Fund	56,214.91
285 - Housing Land Held for Resale	5,169.25
310 - Lighting & Landscape Districts	105.85
317 - Pinole Valley Caretaker Fund	4.21
325 - City Street Improvements	2,075.95
500 - Sewer Enterprise Fund	74,802.90
503 - Plant Expansion Fund	23.04
505 - Cable Access TV	860.45
525 - Information Systems	106,675.70
750 - Recognized Obligation Retirement Fund	27,646.05
998 - Payroll Clearing	733.71
Grand Total:	1,226,070.28

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business License	193.00
100-10601	Gas Tanks/Corp Yard	5,733.24
100-110-41002	Emp Benefits/Dental	1,105.28
100-110-41003	Emp Benefits/Vision Care	74.44
100-110-42201	Office Expense	62.24
100-110-43102	Utilities/Water	2.60
100-110-43103	Utilities/Electricity & Pow...	415.02
100-110-46201	Insurance/General Liability	11.88
100-111-41002	Emp Benefits/Dental	1,171.46
100-111-41003	Emp Benefits/Vision Care	74.44
100-111-43102	Utilities/Water	6.25
100-111-43103	Utilities/Electricity & Pow...	546.08
100-111-46201	Insurance/General Liability	225.84
100-112-41002	Emp Benefits/Dental	298.38
100-112-41003	Emp Benefits/Vision Care	18.61
100-112-42101	Prof Svcs/Professional Ser...	47.16
100-112-42401	Dues & Pub/Memberships	195.00
100-112-42514	Admin Exp/Special Depart	110.70
100-112-43102	Utilities/Water	5.73
100-112-43103	Utilities/Electricity & Pow...	600.66
100-112-46201	Insurance/General Liability	55.79
100-113-41002	Emp Benefits/Dental	254.26
100-113-41003	Emp Benefits/Vision Care	18.61
100-113-46201	Insurance/General Liability	1.06
100-115-41002	Emp Benefits/Dental	596.76
100-115-41003	Emp Benefits/Vision Care	55.83
100-115-42101	Prof Svcs/Professional Ser...	3,121.02
100-115-43102	Utilities/Water	16.98
100-115-43103	Utilities/Electricity & Pow...	1,496.25
100-115-46201	Insurance/General Liability	142.07
100-116-41002	Emp Benefits/Dental	118.34
100-116-41003	Emp Benefits/Vision Care	18.61

Account Summary

Account Number	Account Name	Payment Amount
100-116-42101	Prof Svcs/Professional Ser...	4,669.00
100-116-43102	Utilities/Water	5.73
100-116-43103	Utilities/Electricity & Pow...	436.86
100-116-46201	Insurance/General Liability	30.47
100-117-41004	Emp Benefits/PERS Retir...	410,141.62
100-117-41101	Retiree Benefits/Medical-...	3,793.42
100-117-42101	Prof Svcs/Professional Ser...	280.00
100-117-42203	Office Exp/Shipping & Mai...	3,518.04
100-117-42401	Dues & Pub/Memberships	5,213.00
100-117-42511	Admin Exp/Equipment Re...	137.70
100-117-43102	Utilities/Water	45.83
100-117-43103	Utilities/Electricity & Pow...	4,860.08
100-117-43105	Utilities/Cable	29.88
100-20018	Accounts Payable/CalCard	17,477.81
100-221-41002	Emp Benefits/Dental	4,140.66
100-221-41003	Emp Benefits/Vision Care	353.59
100-221-41008	Emp Benefits/Long Term ...	475.20
100-221-42107	Prof Svcs/Equipment Mai...	3,245.03
100-221-42514	Admin Exp/Special Depart	1,032.98
100-221-44301	Other Materials Supp/Fuel	110.05
100-221-46201	Insurance/General Liability	5,191.37
100-222-41002	Emp Benefits/Dental	789.32
100-222-41003	Emp Benefits/Vision Care	55.83
100-222-42101	Prof Svcs/Professional Ser...	3,387.47
100-222-42108	Prof Svcs/Building-Structu...	1,497.46
100-222-42201	Office Expense	224.48
100-222-42514	Admin Exp/Special Depart	32.18
100-222-43103	Utilities/Electricity & Pow...	578.79
100-222-46201	Insurance/General Liability	101.79
100-223-41002	Emp Benefits/Dental	2,925.66
100-223-41003	Emp Benefits/Vision Care	241.93
100-223-41008	Emp Benefits/Long Term ...	279.50
100-223-42106	Prof Svcs/Software Maint...	8,770.00
100-223-42108	Prof Svcs/Building-Structu...	11.91
100-223-43103	Utilities/Electricity & Pow...	113.05
100-223-46201	Insurance/General Liability	394.20
100-231-41002	Emp Benefits/Dental	2,791.86
100-231-41003	Emp Benefits/Vision Care	204.71
100-231-41008	Emp Benefits/Long Term ...	324.50
100-231-42101	Prof Svcs/Professional Ser...	19,120.00
100-231-42104	Prof Svcs/Paramedic Servi...	3,556.95
100-231-42106	Prof Svcs/Software Maint...	1,778.40
100-231-42107	Prof Svcs/Equipment Mai...	31,809.88
100-231-42108	Prof Svcs/Building-Structu...	373.24
100-231-42201	Office Expense	32.55
100-231-42301	Travel & Training/Conf-Re...	1,650.00
100-231-43101	Utilities/Telephone	45.02
100-231-43103	Utilities/Electricity & Pow...	1,047.42
100-231-43105	Utilities/Cable	65.10
100-231-44410	Safety Clothing	731.35
100-231-46201	Insurance/General Liability	545.98
100-231-47104	FF&E/Vehicles	202,281.00
100-341-41002	Emp Benefits/Dental	670.98
100-341-41003	Emp Benefits/Vision Care	55.83
100-341-46201	Insurance/General Liability	138.93
100-343-41002	Emp Benefits/Dental	2,044.54
100-343-41003	Emp Benefits/Vision Care	130.27
100-343-42107	Prof Svcs/Equipment Mai...	379.11

Account Summary

Account Number	Account Name	Payment Amount
100-343-42108	Prof Svcs/Building-Structu...	745.95
100-343-43102	Utilities/Water	81.66
100-343-43103	Utilities/Electricity & Pow...	9,121.41
100-343-44410	Safety Clothing	126.85
100-343-46201	Insurance/General Liability	5,084.58
100-345-42108	Prof Svcs/Building-Structu...	651.91
100-345-43102	Utilities/Water	9,947.26
100-345-43103	Utilities/Electricity & Pow...	311.62
100-465-41002	Emp Benefits/Dental	254.26
100-465-41003	Emp Benefits/Vision Care	18.61
100-465-46201	Insurance/General Liability	27.90
105-115-42101	Prof Svcs/Professional Ser...	912.51
105-221-41002	Emp Benefits/Dental	1,522.00
105-221-41003	Emp Benefits/Vision Care	111.66
105-221-41008	Emp Benefits/Long Term ...	148.50
105-221-46201	Insurance/General Liability	286.64
105-231-41002	Emp Benefits/Dental	118.34
105-231-41003	Emp Benefits/Vision Care	18.61
105-231-46201	Insurance/General Liability	132.61
106-115-42101	Prof Svcs/Professional Ser...	912.51
106-221-47101	FF&E/Equipment	37,535.05
106-222-41002	Emp Benefits/Dental	254.26
106-222-41003	Emp Benefits/Vision Care	18.61
106-222-46201	Insurance/General Liability	22.42
106-231-41002	Emp Benefits/Dental	254.26
106-231-41003	Emp Benefits/Vision Care	18.61
106-231-46201	Insurance/General Liability	68.43
106-465-47104	FF&E/Vehicles	29,430.35
200-342-43102	Utilities/Water	14.58
200-342-43103	Utilities/Electricity & Pow...	2,816.20
200-342-47205	Improvements/Streets	8,416.82
201-343-42513	Admin Exp/Rent	100.00
201-343-43103	Utilities/Electricity & Pow...	389.08
204-227-41002	Emp Benefits/Dental	298.38
204-227-41003	Emp Benefits/Vision Care	18.61
204-227-41008	Emp Benefits/Long Term ...	29.70
204-227-46201	Insurance/General Liability	39.90
205-227-46201	Insurance/General Liability	2.38
207-344-42107	Prof Svcs/Equipment Mai...	1,025.30
207-344-42514	Admin Exp/Special Depart	5.12
209-20308	Deposits Payable/Recreat...	1,250.00
209-551-38112	Rental Income/Facility Re...	40.00
209-551-41002	Emp Benefits/Dental	298.38
209-551-41003	Emp Benefits/Vision Care	18.61
209-551-46201	Insurance/General Liability	26.96
209-552-36412	Recreation Chg/Travel	37.00
209-552-38112	Rental Income/Facility Re...	2,305.00
209-552-41002	Emp Benefits/Dental	236.68
209-552-41003	Emp Benefits/Vision Care	37.22
209-552-42108	Prof Svcs/Building-Structu...	1,974.82
209-552-43103	Utilities/Electricity & Pow...	86.24
209-552-43804	Program Cost/Food Progr...	494.33
209-552-46201	Insurance/General Liability	56.58
209-553-36401	Recreation Chg/Program ...	732.00
209-553-42108	Prof Svcs/Building-Structu...	78.45
209-553-43103	Utilities/Electricity & Pow...	12.03
209-553-46201	Insurance/General Liability	27.98
209-554-36402	Recreation Chg/Members...	177.00

Account Summary

Account Number	Account Name	Payment Amount
209-554-41002	Emp Benefits/Dental	298.38
209-554-41003	Emp Benefits/Vision Care	18.61
209-554-42108	Prof Svcs/Building-Structu...	95.88
209-554-43103	Utilities/Electricity & Pow...	34.42
209-554-46201	Insurance/General Liability	56.04
209-557-42108	Prof Svcs/Building-Structu...	573.75
209-557-42514	Admin Exp/Special Depart	402.00
209-557-43103	Utilities/Electricity & Pow...	503.42
209-558-43103	Utilities/Electricity & Pow...	7.84
209-559-43103	Utilities/Electricity & Pow...	315.79
212-20340	Developer Deposit/Appian..	1,331.08
212-461-41002	Emp Benefits/Dental	298.38
212-461-41003	Emp Benefits/Vision Care	18.61
212-461-42101	Prof Svcs/Professional Ser...	19,990.00
212-461-42514	Admin Exp/Special Depart	2,214.30
212-461-43102	Utilities/Water	5.52
212-461-43103	Utilities/Electricity & Pow...	655.29
212-461-46201	Insurance/General Liability	51.06
212-462-41002	Emp Benefits/Dental	372.60
212-462-41003	Emp Benefits/Vision Care	37.22
212-462-42101	Prof Svcs/Professional Ser...	32,365.14
212-462-43102	Utilities/Water	14.69
212-462-43103	Utilities/Electricity & Pow...	1,649.15
212-462-46201	Insurance/General Liability	103.26
215-117-42401	Dues & Pub/Memberships	48,930.00
215-341-43101	Utilities/Telephone	545.12
215-341-43103	Utilities/Electricity & Pow...	36.43
215-342-47205	Improvements/Streets	6,703.36
285-464-42101	Prof Svcs/Professional Ser...	4,618.80
285-464-43102	Utilities/Water	4.37
285-464-43103	Utilities/Electricity & Pow...	546.08
310-347-43103	Utilities/Electricity & Pow...	95.56
310-348-43103	Utilities/Electricity & Pow...	10.29
317-345-46201	Insurance/General Liability	4.21
325-342-47205	Improvements/Streets	2,075.95
500-641-41002	Emp Benefits/Dental	2,328.90
500-641-41003	Emp Benefits/Vision Care	167.49
500-641-42107	Prof Svcs/Equipment Mai...	6,712.76
500-641-42108	Prof Svcs/Building-Structu...	577.00
500-641-42201	Office Expense	147.16
500-641-42514	Admin Exp/Special Depart	79.50
500-641-43103	Utilities/Electricity & Pow...	2,001.47
500-641-44302	Other Materials Supp/Slu...	11,254.65
500-641-44303	Other Materials Supp/Ch...	41,710.01
500-641-44304	Other Materials Supp/Pe...	3,161.00
500-641-44305	Other Materials Supp/Lab...	2,086.33
500-641-44410	Safety Clothing	889.54
500-641-46201	Insurance/General Liability	322.27
500-642-41002	Emp Benefits/Dental	535.06
500-642-41003	Emp Benefits/Vision Care	55.83
500-642-42107	Prof Svcs/Equipment Mai...	2,170.75
500-642-42108	Prof Svcs/Building-Structu...	282.09
500-642-43103	Utilities/Electricity & Pow...	123.45
500-642-44410	Safety Clothing	112.92
500-642-46201	Insurance/General Liability	84.72
503-643-42203	Office Exp/Shipping & Mai...	23.04
505-119-41002	Emp Benefits/Dental	596.76
505-119-41003	Emp Benefits/Vision Care	37.22

Account Summary

Account Number	Account Name	Payment Amount
505-119-42108	Prof Svcs/Building-Structu...	95.88
505-119-43102	Utilities/Water	4.37
505-119-43103	Utilities/Electricity & Pow...	51.62
505-119-46201	Insurance/General Liability	74.60
525-118-42101	Prof Svcs/Professional Ser...	29,125.00
525-118-42105	Prof Svcs/Network Maint...	1,815.00
525-118-42106	Prof Svcs/Software Maint...	368.05
525-118-42510	Admin Exp/Software Purch	69,731.21
525-118-43101	Utilities/Telephone	5,636.44
750-463-42101	Prof Svcs/Professional Ser...	27,646.05
998-20105	Sal & Ben Payable/Dental ...	715.10
998-20106	Sal & Ben Payable/Vision ...	18.61
Grand Total:		1,226,070.28

Project Account Summary

Project Account Key	Payment Amount
None	1,226,070.28
Grand Total:	1,226,070.28

Approved by:  Date: 8/13/2020



CITY COUNCIL REPORT

7C

DATE: AUGUST 18, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

BY: ALEX MOG, ASSISTANT CITY ATTORNEY

SUBJECT: RESOLUTION CONFIRMING CONTINUED EXISTENCE OF LOCAL EMERGENCY

RECOMMENDATION

Staff recommends that the City Council adopt a resolution confirming the continued existence of a local emergency.

BACKGROUND & DISCUSSION

On March 18, 2020, the City Manager, acting as Director of Emergency Services, proclaimed a local emergency pursuant to California Government Code Section 8630 and Pinole Municipal Code Chapter 2.32. The emergency declaration was based on public health and safety concerns for persons and property within the City as a consequence of the global spread of novel coronavirus 2019 ("COVID-19"), including confirmed cases in Contra Costa County, as well as, the Contra Costa County Department of Health's shelter in place order dated March 16, 2020. The City Council subsequently adopted a resolution affirming the City Manager's emergency declaration.

The California Emergency Services Act requires the City Council to review the need for continuing the local emergency at least once every 60 days. Although the local emergency does not end until terminated by the City Council, the Pinole Municipal Code requires the City Council to periodically review the need for continuing the local emergency. The City Council has confirmed the continued existence of the local emergency multiple times since the emergency was first declared.

The Contra Costa Health Officer amended the existing shelter-in-place on July 11, 2020 in response to a significant increase in community transmission and illness from COVID-19. The Contra Costa Health Officer reported that the rate of occurrence of new cases per day and hospitalization rates had been steadily rising over the previous month, as has the positive test rate. For this reason, the Contra Costa Health Officer, as well as the State Department of Public Health, re-imposed restrictions on certain businesses and activities that were previously relaxed. Over the last month since these restrictions were reimposed, the rate of occurrence of

new cases has decreased, but is still above recommended levels. There have now been over 10,000 cases of COVID-19 within the County and approximately 150 deaths. Public health and safety concerns for persons and property within the City as a consequence of the global spread of novel coronavirus 2019 continue to exist.

If the proposed resolution is adopted, the City Council will confirm the continued existence of the local emergency. In accordance with state law and the Municipal Code, the City Council will review the emergency declaration periodically until the conditions warrant a termination of the emergency declaration.

FISCAL IMPACT

There is no direct fiscal impact from the adoption of the resolution ratifying a local emergency. However, the City will consider all options available to seek reimbursement for indirect expenses and fiscal impacts through the appropriate authorities.

ATTACHMENTS

- A. Resolution Confirming Continued Existence of Local Emergency

RESOLUTION NO. 2020-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY DUE TO COVID-19

WHEREAS, Government Code Section 8630 and Pinole Municipal Code Section 2.32.060 authorize the Director of Emergency Service to proclaim a local emergency when conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city exist if the City Council is not in session and provides that the City Council shall ratify the proclamation within seven days thereafter; and

WHEREAS, in accordance with Government Code Section 8630 and Pinole Code Section 2.32.060, the Director of Emergency Services proclaimed the existence of a local emergency caused by the Novel Coronavirus (COVID-19), a respiratory disease first identified in China that may result in serious illness or death that is easily transmissible from person to person, on March 18; and

WHEREAS, on March 24, the City Council ratified and confirmed the proclamation of the existence of a local emergency issued by the Director of Emergency Services; and

WHEREAS, pursuant to Government Code Section 8630 and Pinole Municipal Code Section 2.32.060, the City Council must periodically review the need for continuing the local emergency; and

WHEREAS, the conditions that prompted the original declaration of a local emergency continue to exist; and

WHEREAS, the recitals contained in Resolution No. 2020-13, adopted by the City Council on March 24, are incorporated into this Resolution as if stated herein; and

WHEREAS, the Contra Costa Health Officer issued an amended shelter-in-place order on July 11, 2020 in response to a significant increase in community transmission of COVID-19; and

WHEREAS, the Contra Costa Health Officer reported that the rate of occurrence of new cases per day and hospitalization rates have been steadily rising over the last month; and

WHEREAS, over the last month the rate of occurrence of new cases has decreased, but is still above recommended levels; and

WHEREAS, there have now been over 10,000 cases of COVID-19 and approximately 150 deaths within the County. Public health and safety concerns for persons and property within the City as a consequence of the global spread of novel coronavirus 2019 continue to exist.

WHEREAS, the public health and safety concerns for persons and property within the City as a consequence of the global spread of COVID-19 continue to exist; and

WHEREAS, the health, safety, and welfare of Pinole residents, businesses, visitors, and staff is of utmost importance to the City and additional future measures may be needed to protect the community; and

WHEREAS, the City may require additional assistance in the future, and a formal declaration of emergency allows the City to access resources in a timely manner in a timely fashion; and

WHEREAS, the City Council finds that conditions of extreme peril to the safety of persons and property within the territorial limits of the City related to COVID-19 pandemic continue in existence; and

WHEREAS, the City Council finds that extraordinary measures are required to protect the public health, safety, and of persons and property within the City that are or are likely to be beyond the control or capability of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council have continued existence of a local emergency periodically since it was first declared on March 18, 2020; and

WHEREAS, the City Council desires to confirm the continued existence of a local emergency within Pinole due to COVID-19.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Pinole hereby declares as follows:

1. The local emergency declared by Resolution No. 2020-13 due to the COVID-19 Pandemic continues to exist within the City of Pinole.
2. During the existence of the declared local emergency, the powers, functions, and duties of the City Manager, acting as Director of Emergency Services, and the emergency organization of this City shall be those prescribed by State law and by ordinances and resolutions of the City of Pinole.
3. The declaration of local emergency shall remain in effect until such time that the Council determines that the emergency conditions have been abated.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 18th day of August 2020 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 18th day of August, 2020.

Heather Iopu, CMC
City Clerk

3569882.1



CITY COUNCIL REPORT

7D

DATE: AUGUST 18, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR
DAVID HANHAM, PLANNING MANAGER

SUBJECT: AMENDMENT TO SECTION 17.70 ACCESSORY DWELLING UNIT
ORDINANCE OF THE PINOLE MUNICIPAL CODE

RECOMMENDATION

The Planning Commission and Staff recommends that the City Council conduct a public hearing to for the second reading on an ordinance approving the amendment to Chapter 17.70 Accessory Dwelling Units (ADUs) with minor changes to Chapters 17.20, 17.22, 17.30, 17.48, and 17.98.

BACKGROUND

California Government Code Section 65852.2 was enacted in 1982, and has subsequently been amended several times, to encourage the creation of ADUs while maintaining local flexibility for unique circumstances and conditions. The City of Pinole currently maintains regulations, some unique to Pinole, for ADUs in Chapter 17.70 of the Municipal Code.

The State recognizes there is a shortage in housing and has adopted legislation to help address it. On October 9, 2019, Governor Newsom signed into law a series of housing bills, including bills revising regulations for ADUs and Junior ADUs (JADUs), to promote housing development. SB 13, AB 68 and AB 881 created modifications to ADU and JADU development regulations under California Government Code existing Section 65852.2 and new Section 65852.22 (described as “State Law” for the purposes of this report). These State regulations became effective January 1, 2020.

ADUs and JADUs are types of living units that may be developed on the same lot as another primary residential structure. ADUs are complete independent living units with facilities for sleeping, living, eating, cooking, and sanitation located on the same lot as an existing or proposed primary residence. JADUs are units that are no more than 500

square feet in size, contained entirely within a single-family residence, and may include separate sanitation facilities or may share sanitation facilities with the existing structure.

Local jurisdictions must comply with State Law either by defaulting to the use of ADU and JADU regulations contained in State Law or by adopting a local ordinance consistent with State Law. The City previously adopted amendments to its ADU ordinance in 2017, through zoning code amendment ZCA17-01, in response to changes in State Law at the time. As a result of recent changes to State Law, the City's existing ADU ordinance is no longer consistent with State requirements. Until the adoption of an updated ADU ordinance consistent with State Law, ADUs and JADUs application must be reviewed using State Law regulations.

The update and continued maintenance of ADU regulations offers the preservation of local ADU and JADU development standards, provided that they are consistent with State Law, and incorporates these development standards with the rest of the Pinole Municipal Code. Staff has prepared proposed amendments to Title 17 Zoning Code of the Pinole Municipal Code to update the ADU ordinance and related chapters within the code, to reflect the changes proposed in State Law. The Planning Commission is the appropriate authority to review the proposed zoning code amendments and provides recommendations to the City Council.

REVIEW & ANALYSIS

General Plan Goals and Policies

The City's ADU ordinance provides a means to establish City standards that promote ADU development, which is consistent with the policies and actions of the General Plan to promote housing development (shown below). The General Plan Housing Element promotes planning for a mix of housing types, sizes, and affordability levels. Second units (i.e., ADUs) and infill development are specifically mentioned in this mix of housing types and provide opportunities for more affordable housing options. The update of ADU and JADU regulations within the Municipal Code ensures that the standards are consistent with State Law, which in turn allows for their continued use in considering new proposals for ADUs and JADUs within the City.

Goal H.4 Housing Need.

Within the context of retaining existing community character and providing adequate services and facilities, maintain the current social diversity that exists in Pinole by providing a mix of housing types and prices that meet the City's Fair Share of Regional Housing Need and its specific housing needs as identified in the Housing element.

Policy H.4.1 Provide a Choice of Housing.

Provide a mix of sizes and housing types to meet the needs of Pinole's diverse population. Specific examples include traditional single family homes, second units, mixed use developments, infill development, accessible housing, and transitional and emergency housing. Opportunities must be available for lower, moderate, and above-moderate income households reflecting available job opportunities in close proximity to Pinole. Available housing choices should also strive to minimize transportation needs.

Policy H.4.4 Support the development of affordable housing.

Maintain appropriate land use regulations and other development tools to encourage development of affordable housing opportunities throughout the City.

Action 4.4.4 Second Unit Ordinance.

The City will provide information to the public on the ordinance at City Hall and on its website. In addition, the City will review the Second Dwelling Unit Ordinance in regard to development requirements to encourage the development of well-designed secondary housing units in established residential areas.

ADU Development in the City

ADUs have recently contributed to the provision of some additional housing units in the City. Since the City's ADU ordinance was last updated in 2017, the City has received 10 applications for accessory dwelling units – two of which have been completed. From 2010 to 2017, no ADU applications were processed. There are approximately 5,600 single family residential units currently developed in Pinole where ADU regulations may apply (notwithstanding multifamily properties that are now eligible). Although a large number of properties may allow for ADUs based on zoning and existing residential development, the actual construction of ADUs was not expected to be significant. The City's Housing Element included a target of 16 new accessory dwelling units between 2014 and 2023. Current ADU processing appears to be within the expected target. The ADU development trend in Pinole shows that while there has been interest in ADUs, both in terms of applications submitted and inquiries from residents, the actual number of ADUs proposed and developed has not resulted in significant changes or impacts on the City as a whole. ADUs continue to be an additional option that property owners may consider to enhance their properties, which also serve to expand available housing within the City.

Proposed Changes to Accessory Dwelling Unit Regulations

Pinole Municipal Code Chapter 17.70 provided standards for ADUs. Since new State regulations became effective January 1, 2020, a number of standards within the City's

existing ADU ordinance were no longer consistent with State regulations. The proposed text edits to Chapter 17.70 Accessory Dwelling Units can be found in Attachment A (tracked changes) and Attachment B (clean copy of the proposed Chapter 17.70). The table below provides a summary of existing ADU standards in the Pinole Municipal Code that are subject to required or recommended changes. Required changes are based on a State standard. Recommended changes are suggested modifications from Staff (these are highlighted in the table below). Further discussion is provided in the following sections as well.

Topic (Required or Recommended Change)	Existing	Proposed
<u>Zoning</u> (Required)	ADUs permitted on lots zoned for single family with a single family residence on the lot.	ADUs permitted on lots zoned for single family and multifamily, including residential and mixed-use districts, with a residence on the lot.
<u>Plan Check</u> (Required)	ADUs reviewed through plan check (i.e., building permit process). ADUs 600-999 sf reviewed through a Administrative use permit first.	All ADUs and JADUs reviewed through plan check and within 60 days of a complete application. If the application for an ADU or JADU is submitted with an application for a new single family residence, action on the ADU/JADU can be delayed until after the decision on the single family residence, but the ADU/JADU shall still be considered ministerially (through plan check) without a hearing.
<u>Rental</u> (Required)	No more than one dwelling unit may be rented at one time.	Owner occupancy cannot be required, so more than one unit can be rented.
<u>Number of Units</u> (Required)	Maximum of one ADU per lot.	Maximum units vary by condition: 1) One ADU or one JADU per lot 2) One JADU and one new construction detached ADU not exceeding 800sf and 16

Topic (Required or Recommended Change)	Existing	Proposed
		<p>feet high</p> <p>3) Within an existing multifamily structure, at least one ADU and not more than 25% of existing multifamily units.</p> <p>4) On a lot with an existing multifamily structure, no more than two detached ADUs limited to 16 feet high with 4 feet side and rear setbacks.</p>
<u>Min. Lot Size</u> (Required)	5000 sf minimum lot size.	Minimum lot size cannot be required.
<u>Floor Area</u> (Required, but has some recommended considerations)	Maximum floor area is 50% of living area and not exceeding 600 sf with plan check, or 999 sf with Administrative use permit.	<p>Maximum floor area is 50% of living area, not exceeding 850 sf for 0-1 bedrooms or 1,000 sf for 2+ bedrooms.*</p> <p>* Maximum floor area standard has flexibility as long as it is not more restrictive than the above State-based standard.</p>
<u>Min. Allowable</u> (Required)	N/A	Must allow an ADU of up to 800 sf.
<u>Use Permit</u> (Recommended)	Plan check for ADUs up to 600 sf. Administrative use permit for 600-999 sf ADU.	No Administrative use permit. Only the plan check process is required, which is more in line with the State ordinance that only lays out a ministerial (plan check) process.
<u>Setbacks</u> (Required)	20% reduction in rear, side, and street-side setback of district.	Minimum side and rear setbacks are 4 feet.
<u>Height</u> (Recommended)	Two stories or 35 feet in height.	Detached = 16 feet max. Attached = max height of zoning district.
<u>Rear Yard Coverage</u> (Required)	Not exceed 50% of required rear and side yard when considered	Removed, due to lot coverage consideration limitations.

Topic (Required or Recommended Change)	Existing	Proposed
	with other accessory structures.	
<u>Exterior Access</u> (Required)	N/A	ADU shall have its own exterior access
<u>Stairs</u> (Recommended)	N/A	Exterior stairs to second story ADU shall not be visible from the public right-of-way.
<u>Design Compatibility</u> (Recommended)	The ADU shall be compatible with the existing primary dwelling as to height, style, materials, and colors.	The ADU should be compatible with the primary residence and should use similar style, materials, and colors. (Since compatibility is not an objective standard, it cannot be required but can be recommended).
<u>Passageways</u> (Required)	N/A	No passageways shall be required.
<u>Short-term Rentals</u> (Recommended)	N/A (not in the ordinance but is in the required deed-restriction forms applicants eventually complete)	Rental must be for terms longer than 30 days.
<u>Extra Area for Ingress/Egress</u> (Required)	N/A	An ADU within an existing structure may include a 150 sf expansion for ingress/egress.
<u>Parking and Parking Replacement</u> (Required)	ADU is required one space per bedroom. If the property is outside ½ mile radius of transit stop. However, if within ½ mile radius of transit stop, ADU parking is not required	One parking space per ADU or bedroom whichever is less. If the property is outside ½ mile radius of transit stop. However, if within ½ mile radius of transit stop, ADU parking is not required. Parking replacement shall not be required for conversion of garage, carport, or covered parking.

Discussion on the Zoning Code Amendments

Applicable zoning requirements for ADUs are included in Chapter 17.70, and additional references to ADUs are in Chapters 17.20, 17.22, 17.30, 17.48, and 17.98 of the Municipal Code. The attached draft resolution (see Attachment A) provides a track changes version of proposed changes to these chapters that includes new text as well as existing text proposed for retention and deletion. An attached clean copy of the proposed Chapter 17.70 is also included (Attachment B).

Chapter 17.70 Changes

New Requirements

Many changes are based on requirements in State Law. Key changes are listed below:

- ADUs can be permitted on properties zoned for single family and multifamily dwellings, including residential and mixed-use zones.
- A single family property may be eligible to have both a JADU and a new detached ADU.
- A JADU category is added, which is a living unit no more than 500 square feet and contained within an existing residence. As State Law includes a provision that may now allow for a JADU and ADU to be on a lot, Staff recommends incorporating JADU definitions and requirements into the Municipal Code for clarity.
- Lots with multifamily structures may be eligible for multiple ADUs on the property, including ADUs using existing interior space under certain conditions and up to two detached ADUs.
- Side and rear setbacks are reduced to 4 feet for both attached and detached ADUs.
- The City must allow for the development of an 800 square foot ADU if it meets setback and height requirements. Applicants may choose to construct a smaller ADU.
- Replacement parking can no longer be required when a garage is converted to an ADU.
- Owner-occupancy of the ADU or main residence is currently not required in an ADU project.

Recommended Changes

Recommended changes are open to further discussion. These include changes where there may be flexibility to add or modify certain standards. It also includes changes in the review process that are encouraged.

- Maximum attached and detached ADU size may be 50% of the existing residence living area, not to exceed 850 square feet for a 0-1 bedroom ADU and 1,000 square feet for a 2+ bedroom ADU. This is based on State standards, however local jurisdictions may be more flexible.
 - For example, all ADUs may be 50% of the existing residence living area, not to exceed 1,000 square feet, regardless of the number of bedrooms. Or, all ADUs may be capped at 1,200 square feet.
- All ADUs would be reviewed through the Plan Check (i.e., Building Permit) process. The existing ordinance required ADUs between 600 and 999 square feet to go through an additional Administrative Use Permit process before going through the Building Permit process. This recommendation is provided so that the review process would be more in line with the ministerial-only review process in State Law and minimizes the potential for conflict with State standards that account for a ministerial process. Providing a ministerial-only review process also supports ADU projects as it reduces the time and cost for applicants.
- The height of a detached ADU can be reduced to 16 feet and ADUs attached to residences can match the height allowed for the primary residence in the zoning district. This is a standard to consider.
 - The existing ADU height standard is two stories or 35 feet but does not specify whether it is attached or detached, so two story detached ADUs may be permitted. This standard can remain if desired.
- Exterior stairs to a second story ADU shall not be visible from the public right-of-way. This is a design recommendation to consider.
- Design compatibility is subjective and has been changed to a guideline/recommendation rather than a requirement (“should” versus “shall”). For ministerial review (Building Permit/Plan Check) review of ADUs, requirements have to be objective. If certain design standards want to be applied, they would have to be objective requirements.
- Rentals may only be for terms longer than 30 days. State law allows cities to apply this regulation.

Chapter 17.20 Changes

Updated the terminology “dwelling, second unit” to “dwelling, accessory/junior accessory” to be consistent with proposed changes in Chapter 17.22. Updated the footnote to specify Chapter 17.70 also has regulations for JADUs.

Chapter 17.22 Changes

Updated the ADU definition to match the definition in State Law. Added the definition for JADU from State Law. Updated the terminology “dwelling, second unit” to “dwelling, accessory/junior accessory” to be consistent with the terms used in Chapter 17.70 and State Law.

Chapter 17.30 Changes

Updated terminology “second dwelling unit” to “accessory dwelling unit” to be consistent with the term used in Chapter 17.70 and State Law. Revised the referenced Chapter 17.70 title.

Chapter 17.48 Changes

Revised the required parking for ADUs to be consistent with the parking change proposed in Chapter 17.70 (and consistent with State Law).

Chapter 17.98 Changes

Updated the ADU definition to match the definition in State Law. Added the definition for JADU from State Law.

FISCAL IMPACT

Approving this Ordinance will have a small direct impact to the City in the collection of building fees and a potential small bump in property tax.

ATTACHMENT(S)

- A. Draft City Council Ordinance with Exhibit A

ATTACHMENT A

CITY COUNCIL ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA AMENDING CHAPTERS 17.20, 17.22, 17.30, 17.48, 17.70 AND 17.98 OF THE PINOLE MUNICIPAL CODE TO ALLOW ACCESORY DWELLING UNITS IN THE CITY OF PINOLE CONSISTENT WITH STATE LAW (ZCA 20-02as)

WHEREAS, Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) provide a unique opportunity to address a variety of housing needs and contribute to housing options;

WHEREAS, Senate Bill (SB) 13, Assembly Bill (AB) 68, and Assembly Bill (AB) 881, which took effect on January 1, 2020, made several changes to State law regarding ADU and JADU regulations;

WHEREAS, the City General Plan Housing Element (Goal H.4, Policy H.4.1, Policy H.4.4, and Action 4.4.4) calls for providing a mix of housing types, sizes and prices including second units to meet local population housing needs including the City's share of regional housing needs; maintaining appropriate land use regulations to encourage development of affordable housing opportunities throughout the City; and maintain a Second Dwelling Unit Ordinance that encourages the development of well-designed secondary housing units in established residential areas; and

WHEREAS, the City adopted a Second Dwelling Unit Ordinance in 2010 that requires modification to be consistent with State legal requirements currently in effect; and

WHEREAS, the Planning Commission held a duly noticed public hearing related to the proposed Zoning Code amendment on June 22, 2020; and

WHEREAS, after close of the public hearing, the Planning Commission considered all public comments received both before and during the public hearing, the presentation by city staff, the staff report, and all other pertinent documents regarding the proposed zoning code amendments, and recommended that the City Council adopt the proposed amendments to the Zoning Code; and

WHEREAS, the City Council held a duly noticed public hearing related to the proposed Zoning Code amendment on July 7, 2020, at which time all interested parties had the opportunity to be heard; and

WHEREAS, the proposed ordinance amendments are exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resource Code section 21080.17, which exempts ordinances adopted to implement state laws regarding ADUs and JADUs from CEQA.

NOW THEREFORE, BE IT RESOLVED, that the Pinole City Council does here ordain as follows made a part of this Ordinance.

Section 1. Recitals

The above recitals are true and correct and made a part of this ordinance

Section 2 -- Municipal Code Amendments

Chapters 17.20, 17.22, 17.30, 17.48, 17.70 and 17.98 of the Pinole Municipal Code are hereby amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein.

Section 3. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of this Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council of the City of Pinole hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 4. Effective Date.

In accordance with California Government Code Section 36937, this Ordinance shall take effect and be in force on the thirty-first day after adoption.

Section 5. Publication.

Within fifteen (15) days after the passage of this Ordinance the City Clerk shall cause this Ordinance or a summary thereof to be published or to be posted in at least three public places in the City of Pinole in accordance with the requirements of California Government Code Section 36933.

PASSED AND ADOPTED by the City Council of the City of Pinole on this 18th day of August, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Roy Swearingen , Mayor 2019-2020

ATTEST:

Heather Iopu, City Clerk

Exhibit A
COUNCIL ORDINANCE No.20-XX

EXCERPT

Added text shown in underscore; deleted text shown in strike-through, and all other text of Chapter 17.70 unchanged

CHAPTER 17.70

ACCESSORY DWELLING UNITS **AND JUNIOR ACCESSORY DWELLING UNITS**

Sections:

- 17.70.010 Purpose.
- 17.70.020 Applicability.
- 17.70.030 Permit requirements.
- 17.70.040 Performance standards.
- 17.70.050 ~~Owner occupancy compliance.~~ **Declaration of Restrictions**
- 17.70.060 Affordable housing incentive.

17.70.010 PURPOSE.

The purpose of this chapter is to establish procedures for reviewing the placement of accessory dwelling units **and junior accessory dwelling units** in residential **and mixed-use** zoning districts, address the state's accessory dwelling unit **(ADU) and junior accessory dwelling unit (JADU)** requirements, as set forth in California Government Code § 65852.2 **and 65852.22** and implement the general plan policies which encourage more affordable rental housing, while maintaining the quality of existing residential neighborhoods.

(Ord. 2020-xx (part), 2020; Ord. 2017-08 § 2 (part), 2017; Ord. 2010-02 § 1 (part), 2010)

17.70.020 APPLICABILITY.

The regulations and standards contained in this chapter shall apply to all new accessory dwelling units **(ADU) and junior accessory dwelling units (JADU)** in the city, **including previously unpermitted ADUs that are legalized,** and shall be in addition to any other development standards and regulations contained elsewhere within ~~the~~ **Title 17** Zoning Code that apply to primary dwelling units (e.g., lighting). **ADUs are permitted on all lots zoned to allow single family and multifamily residences that have an existing or proposed single family or multifamily residence. JADUs are permitted on lots with an existing or proposed single family residence.** ~~Accessory dwelling units are permitted in single-family residential zoning districts as listed in Article II. (Zoning Districts, Allowed Uses, and Development Standards), subject to compliance with the standards of this chapter and other relevant requirements of this title or as otherwise provided by state law. For the~~

purposes of this title, **ADUs and JADUs** ~~accessory dwelling units~~ are not considered accessory structures as otherwise regulated in Chapter 17.30.

(Ord. 2020-xx (part), 2020; Ord. 2017-08 § 2 (part), 2017; Ord. 2010-02 § 1 (part), 2010)

17.70.030 PERMIT REQUIREMENTS.

~~Applications for accessory dwelling units may only be submitted by an owner-occupant of the property.~~ All accessory dwelling units **(ADU) and junior accessory dwelling units (JADU) require review and approval through the plan check process** are required to secure plan check approval, pursuant to the requirements of Section 17.12.030 (Plan Check). **Applications for ADUs and JADUs shall be ministerially reviewed by the City within sixty (60) days from the date a complete application is submitted. If the permit application to create an ADU or JADU is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the application for the ADU or JADU until the City acts on the permit application to create the new single-family dwelling. The application to create the ADU or JADU shall still be considered ministerially without discretionary review or a hearing.**

All plan check applications for **ADUS and JADUs** ~~accessory dwelling units~~ shall include, but are not limited to, the following:

- A. A completed building permit application ~~that shall not be approved until plan check approval for the accessory dwelling unit;~~
- B. Proof of ownership of the property **or permission from the property owner;**
- C. A plot plan showing the location of any and all easements, structures, parking for both the primary and ~~accessory~~**secondary** dwelling units, other improvements, and trees over four (4) inches in diameter;
- D. Floor plan ~~of the accessory dwelling unit~~ showing the square footage of the structure, the floor area, the lot, and the percentage of the lot area covered by the foundations of the accessory and primary dwelling units;
- E. Elevations showing all sides of the ~~ADU accessory dwelling unit~~ or changes being made to the single-family home in order to add an **ADU or JADU** ~~accessory dwelling unit;~~
- F. Colors and materials board, **or aesthetic details noted in plan sets;**
- G. Such other information which the Community Development Director determines is necessary to evaluate the proposed project.
- H. Completed **declaration of restriction**~~owner occupancy agreement~~, as required in Section 17.70.050, signed and ready for recordation.

(Ord. 2020-xx (part), 2020; Ord. 2017-08 § 2 (part), 2017; Ord. 2010-02 § 1 (part), 2010)

17.70.040 PERFORMANCE STANDARDS.

An accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU) shall meet all of the applicable zoning regulations for the specific zoning district in which it is located, except as provided in this chapter. An ADU or JADU that ~~An accessory dwelling unit which~~ conforms to the requirements of this chapter, **and any other applicable development standards and regulations contained in Title 17 Zoning Code,** shall not be considered to exceed the allowable density for the lot upon which such unit is proposed to be established and shall be deemed a residential use which is consistent with the existing general plan and zoning designations for the lot. ~~Accessory dwelling~~

units may be permitted, pursuant to the requirements of this chapter, on any lot zoned residential on which there is a single family house, subject to the following regulations:

A. Unit Definitions A maximum of one (1) accessory dwelling unit may be allowed on a lot containing one (1) single family dwelling.

1. An ADU shall consist of complete independent living facilities including permanent facilities for sleeping, living, eating, cooking, and sanitation. The ADU shall include independent heating and cooling controls, its own kitchen and sink and standard built-in or freestanding appliances, its own bathroom with bathtub or shower, and a separate exterior entrance.

a. The ADU may either be within an existing structure, attached to the primary dwelling, or detached from the primary dwelling.

2. A JADU shall consist of a unit that is no more than five hundred (500) square feet in size and contained entirely within a single-family residence. A JADU may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

B. The accessory dwelling unit is not intended for separate sale, but may be rented. No more than one (1) dwelling unit on a residential property with an accessory residential dwelling unit parcel may be rented at one (1) time. The accessory dwelling unit ~~ADUs an JADUS~~ may not be sold separately from the primary residential dwelling on the lot.

C. Maximum Number of ADUs and JADUs.

Any of the following shall be permitted in a residential or mixed-use zone:

1. One (1) ADU or JADU per lot with a proposed or existing single-family dwelling.

2. One (1) detached, new construction, ADU that does not exceed four (4) foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The proposal may be combined with a JADU, for one (1) ADU and one (1) JADU on the single family lot. The ADU shall not exceed eight hundred (800) square feet and sixteen (16) feet high.

3. Within existing multifamily dwelling structures, at least one (1) ADU and not more than twenty-five percent (25%) of the number of existing multifamily dwelling units if all of the following apply:

a. The unit is within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages.

b. The unit complies with state building standards for dwellings.

4. Not more than two (2) ADUs that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of sixteen (16) feet and four (4) foot rear and side yard setbacks.

~~C. The accessory dwelling unit meets all of the applicable zoning regulations for the specific zoning district in which it is located. The accessory dwelling unit shall be located on a lot which was legally created. Requirements for building height, setbacks, yards, and similar design standards that apply to the single family dwelling unit shall apply to the accessory dwelling unit, except as provided for within this chapter.~~

~~D. Accessory dwelling units are permitted on legally created lots with a minimum area of five thousand (5,000) square feet.~~

~~E. The accessory dwelling unit may either be within the living area of the existing dwelling, attached to the existing dwelling, or detached from the existing dwelling.~~

~~—F. The accessory dwelling unit shall be compatible with the existing primary dwelling unit as to height, style, materials, and colors.~~

~~—G. Maximum Allowed Area. Attached accessory dwelling units shall not exceed fifty percent (50%) of the existing living area of the primary dwelling unit, as defined in Chapter 17.98 (Glossary of Terms), and shall not exceed six hundred (600) square feet in floor space, excluding any attached garage area. Detached accessory dwelling units shall not exceed fifty percent (50%) of the existing living area of the primary dwelling unit and shall not exceed six hundred (600) square feet in floor space. An accessory attached or detached dwelling unit larger than six hundred (600) square feet in floor space and up to nine hundred and ninety nine (999) square feet in floor space may be approved with an administrative use permit request pursuant to Section 17.12.060 (Administrative Use Permit).~~

~~—H. Detached accessory dwelling units shall:~~

D. Development Standards and Requirements for Accessory Dwelling Units

1. Maximum floor area for attached or detached ADUs;

a. Fifty percent (50%) of the existing living area of the primary dwelling unit, with a limit of eight hundred fifty (850) square feet for an ADU with one or fewer bedrooms or one thousand (1,000) square feet for an ADU with two or more bedrooms.

b. Where fifty percent (50%) of the existing living area does not allow for an eight hundred (800) square foot ADU, an ADU of up to eight hundred (800) square feet may be allowed;

2. New ADUs shall have a minimum setback of four (4) feet from the side and rear property lines, and setbacks shall be sufficient for fire and safety;

~~**3.1. Be eligible to receive a twenty percent (20%) setback reduction for the otherwise required rear, side, and street side setbacks for the residential district when not abutting a creek or other protected open space area. Furthermore, no**~~**No** setback shall be required for an existing **legal structure** garage that is converted to an **ADU** accessory dwelling unit, and a setback of no more than five (5) feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage;

~~**4.2. Detached ADUs shall not**~~**Not** be less than eight (8) feet from the primary dwelling unit, **except if this would prohibit the construction of an eight hundred (800) square foot ADU with four (4) foot rear and side setbacks;**

~~**5.3. Detach ADUs shall not exceed sixteen (16) feet in height, unless the ADU is located within an existing structure. Attached ADUs shall not exceed the maximum allowable height of the zoning district**~~ **Not exceed two (2) stories or thirty five (35) feet in height;**

~~—4. Not exceed fifty percent (50%) of the required rear and side yard when considered with all other accessory structures; and~~

6. The ADU shall have its own exterior access, and no exterior stairs to a second story ADU shall be visible from the public right-of-way;

~~**7.5. Detached ADUs shall be**~~ **Be** constructed at the rear or side of an existing single-family residence, and otherwise appear secondary in nature, and not be constructed in front of the primary dwelling unit;

8. The ADU should be compatible with the primary dwelling unit, and should use similar style, materials, and colors;

9. No passageway shall be required in conjunction with the construction of an ADU;

10. If ADUs are rented, rental must be for terms longer than thirty (30) days; and

11. If an ADU is within an existing accessory structure, it may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

~~1. An accessory dwelling unit shall consist of complete independent living facilities including permanent facilities for sleeping, living, eating, cooking, and sanitation. The accessory dwelling unit shall include independent heating and cooling controls, its own kitchen and sink and standard built-in or freestanding appliances, its own bathroom with bathtub or shower, and a separate exterior entrance.~~

E. Development Standards and Requirements for Junior Accessory Dwelling Units

1. The JADU shall be constructed within the walls of the proposed or existing single-family residence and shall not exceed five hundred (500) square feet.

2. The owner shall occupy the primary residence or JADU.

3. The JADU shall include a separate entrance from the main entrance to the proposed or existing single-family residence.

4. The JADU may include separate sanitation facilities or may share sanitation facilities with the existing structure.

5. The JADU shall include an efficiency kitchen, which shall include all of the following:

a. A cooking facility with appliances.

b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

~~F.J. Parking and Vehicle Access The accessory dwelling unit shall utilize the same vehicular access which serves the primary dwelling unit. If the parcel is a through lot, access for both the single-family home and the accessory dwelling unit shall be limited to one (1) point or side of the lot for both dwelling units.~~

~~K.1. The ADU accessory dwelling unit shall be provided with one (1) additional off-street parking space per ADU or bedroom, whichever is less. However, no additional parking spaces shall be required for an ADU accessory dwelling unit which is:~~

~~1.a. Part of the existing primary residence or an existing accessory structure;~~

~~2.b. Located within one-half mile of a public transit stop;~~

~~3.c. Located within an architecturally and historically significant historic district;~~

~~4.d. Is located within one (1) block of a car share vehicle; or~~

~~5.e. In a location where on-street parking permits are required, but not provided to the occupant of the ADU accessory dwelling unit.~~

2. Replacement parking shall not be required where a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU.

3. The parking spaces required for the accessory dwelling unit can be in tandem to the required parking of the primary dwelling unit, may be uncovered, and can be located within the front setback if it can be demonstrated that no other option exists.

4. The ADU shall utilize the same vehicular access that serves the primary dwelling unit. If the parcel is a through lot, access for both the single-family home and the ADU shall be limited to one (1) point or side of the lot for both dwelling units.

5. No additional parking spaces shall be required for a JADU.

G. Construction and Utilities

~~L.1.~~ The **ADU** accessory dwelling unit shall meet all applicable building and construction requirements as adopted by the city that apply to the construction of single-family detached dwellings, as appropriate, including but not limited to sewer and utility services.

2. An ADU within a primary dwelling unit or an existing accessory structure, or a JADU, is not required to install a new or separate utility connection directly between the ADU and the utility, unless the ADU was constructed with a new single-family home.

a. For purposes of providing service for water, sewer, or power, including a connection fee, a JADU is not be considered a separate or new dwelling unit from the single-family residence.

~~M.3.~~ **The ADU** Accessory dwelling units shall be served by public water and sewer and shall have access to an improved street.

4. Impact fees shall not be charged for ADUs less than seven hundred fifty (750) square feet. Any impact fees charged for an ADU of seven hundred fifty (750) square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(Ord. 2020-xx (part), 2020; Ord. 2017-08 § 2 (part), 2017; Ord. 2010-02 § 1 (part), 2010)

17.70.050 **DECLARATION OF RESTRICTION**~~OWNER OCCUPANCY COMPLIANCE.~~

Prior to issuance of a building permit, all property owners of record shall sign and record Declaration of Restrictions with the County Recorder in a form satisfactory to the Zoning Administrator stating, **as applicable, that 1) the ADU or JADU** ~~that 1) the accessory dwelling unit shall not be sold separately from the primary residential unit on the lot, 2) the ADU shall only be rented for rental terms longer than 30 days although the accessory dwelling unit or primary unit may be rented at the time of sale; 2) no more than one (1) dwelling unit on a residential property with an accessory residential dwelling unit shall be rented at one (1) time, and 3) an owner of the property shall live in either the primary residence or JADU, if there is a JADU on the property or accessory dwelling unit as their principal residence.~~ The **ADU or JADU** accessory dwelling unit shall be found to be in non-compliance with the Zoning Code if the City finds the Declaration of Restrictions has been breached.

(Ord. 2020-xx (part), 2020; Ord. 2017-08 § 2 (part), 2017; Ord. 2010-02 § 1 (part), 2010)

17.70.060 AFFORDABLE HOUSING INCENTIVE.

The city ~~shall~~ **may, subject to the availability of funds and approval of the City Council,** allow any applicable city development impact fees for accessory dwelling units to be paid from the city's available affordable housing fund for any new accessory dwelling unit rented to eligible very low and low income households after recording a Housing Affordability Control Agreement, subject to the review and approval of the City Attorney that shall run with the property for fifty five (55) years. Owners of accessory dwelling units affordable to very low income households shall be eligible for complete reimbursement of city development impact fees upon recordation of the Affordability Control Agreement. Owners of accessory dwelling units affordable to low income households shall

be eligible for reimbursement of seventy-five percent (75%) of the city development impact fees based on the available balance of the city's affordable housing fund established by the City Council for this purpose. Maximum annual rents, adjusted for accessory dwelling unit household size, shall be calculated by the City Manager or his/her designee annually based on published Contra Costa County income limits provided by the State Department of Housing and Community Development. Any reimbursement payment shall be repaid, along with five percent (5%) monthly interest charge, as well as the city's housing affordability monitoring expenses if an affordability control agreement is violated during the affordability period.

(Ord. 2020-xx (part), 2020; Ord. 2017-08 § 2, 2017)

EXCERPT

Added text shown in underscores; deleted text shown in strike-through, and all other text of Chapter 17.20 unchanged

CHAPTER 17.20
ALLOWED LAND USES AND REQUIREMENTS

TABLE 17.20.030-1:
ALLOWED USES AND REQUIRED ENTITLEMENTS FOR CITY OF PINOLE BASE ZONING DISTRICTS

<i>Land Use \ Zoning District</i>	<i>LD R</i>	<i>R- 1</i>	<i>R- 2</i>	<i>R- 3</i>	<i>R-4</i>	<i>R</i>	<i>R C</i>	<i>R M U</i>	<i>C M U</i>	<i>OP MU</i>	<i>OIM U</i>	<i>O S</i>	<i>P R</i>	<i>P QI</i>	<i>SPB CA</i>
Residential Uses															
Adult Day Care Home	P	P	P	P	P	P	N	P	P	P	P	N	N	N	N
Caretaker Housing	N	N	N	N	N	N	P	N	N	N	N	N	N	N	N
Dwelling, Accessory/ <u>Junior Accessory Unit</u> ⁽¹⁾	P	P	P	P	P	P	N	P	<u>P</u> N	<u>P</u> N	<u>P</u> N	N	N	N	N
Dwelling, Multifamily	N	N	P	P	P	N	N	P	P	N	N	N	N	N	N
Dwelling, Single Family	P	P	P	P	N	P	N	P	N	N	N	N	N	N	N

...
...

Notes:

- (1) See additional regulations for Accessory Dwelling Units and Junior Accessory Dwelling Units in Chapter 17.70.

...
...

(Ord. 2020-xx (part), 2020; Ord. 2019-03 § 4, 2019; Ord. 2017-14 § 2 (part), 2017; Ord. 2017-11 § 2, 2017; Ord. 2017-08 § 2 (part), 2017; Ord. 2016-04 § 6, 2016; Ord. 2016-03 § 2 (part), 2016; Ord. 2014-02 § 4, 2014; Ord. 2012-05 § 2, 2012; Ord. 2011-02; Ord. 2010-02 § 1 (part), 2010)

EXCERPT

Added text shown in underline; deleted text shown in strike-through, and all other text of Chapter 17.22 unchanged

CHAPTER 17.22

ALLOWED USE DEFINITIONS

17.22.020 ALLOWED USE DEFINITIONS.

A. The following list represents the complete list of allowed uses and corresponding definitions as used in Table 17.20.030-1 and throughout this title. Individual use classifications describe one (1) or more uses having similar characteristics, but do not list every use or activity that may appropriately be within the classification. Additional definitions are found in Article VI (Glossary). Allowed uses are organized into the following seven (7) use categories as follows:

1. Residential uses.
2. Agriculture, resource, and open space uses.
3. Recreation, education, and public assembly uses.
4. Utility, transportation, and communication uses.
5. Retail, service, and office uses.
6. Automobile and vehicle uses.
7. Industrial, manufacturing, and processing uses.

B. Residential Uses.

1. ADULT DAY CARE HOME. Defined by state law as the provision of non-medical care to six (6) or fewer adults, including seniors, in the provider's own home, for a period of less than twenty-four (24) hours at a time. Homes serving more than six (6) adults are included in "Adult Day Care Facility."

2. CARETAKER HOUSING. A residence that is accessory to a site with a non-residential primary use and that is needed for security, twenty-four (24)-hour care or supervision, or monitoring of facilities, equipment, or other conditions on the site.

3. DWELLING, ACCESSORY UNIT/**JUNIOR ACCESSORY**. ~~An attached or detached dwelling unit which provides complete independent living facilities for one (1) or more persons, with permanent provisions for living, sleeping, eating, cooking, and sanitation sited on the same parcel as the primary dwelling unit. This definition includes granny flats, efficiency units and manufactured homes, pursuant to Government Code Section 65852.2(i)(4).~~

a. ACCESSORY DWELLING UNIT. An attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

b. JUNIOR ACCESSORY DWELLING UNIT. A unit that is no more than five hundred (500) square feet in size and contained entirely within a single-family residence. A junior accessory

dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

4. DWELLING, MULTI-FAMILY. A building designed and intended for occupancy by three (3) or more households living independently of each other, each in a separate dwelling unit, which may be owned individually or by a single landlord (e.g., apartment, apartment house, townhouse, condominium).

5. DWELLING, SINGLE-FAMILY. A building designed exclusively for occupancy by one (1) household on a single lot. This classification includes manufactured homes (defined in California Health and Safety Code Section 18007) and model homes for the first sale of homes within the subdivision.

6. DWELLING, TWO-FAMILY. An attached building (e.g., duplex) designed for occupancy by two (2) households living independently of each other, where both dwellings are located on a single lot. For the purposes of this title, this definition also includes half-plexes (two (2) attached units, each with a separate lot). Does not include accessory second dwelling units (see “Dwelling, Accessory/Junior Accessory Second Unit”).

7. DWELLING, THREE (3) - AND FOUR (4) -FAMILY. An attached building (e.g., triplex) designed for occupancy by three (3) or four (4) households living independently of each other, where each dwelling is located on a single lot. Does not include accessory second dwelling units (see “Dwelling, Accessory/Junior Accessory Second Unit”).

8. EMERGENCY SHELTER. Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person, as defined by § 50801(e) of the California Health and Safety Code. No individual or household may be denied emergency shelter because of an inability to pay.

(Ord. 2020-xx (part), 2020; Ord. 2017-08 § 2 (part), 2017; Ord. 2016-04 §§ 4-5, 2016: Ord. 2012-05 § 3, 2012: Ord. 2010-02 § 1 (part), 2010)

EXCERPT

Added text shown in underline; deleted text shown in strike-through, and all other text of Chapter 17.30 unchanged

CHAPTER 17.30 ACCESSORY STRUCTURES

17.30.020 APPLICABILITY.

The requirements contained in this chapter shall apply to accessory structures on private property and shall be in addition to any other development standards contained elsewhere within the Zoning Code (e.g., lighting). Generally, this chapter regulates detached accessory structures that are larger than one hundred and twenty (120) square feet in size and/or taller than eight (8) feet in height. For the purposes of this title, accessory ~~second~~ dwelling units are not considered accessory structures; accessory ~~second~~ dwelling units are governed by the requirements of Chapter 17.70 (**Accessory Dwelling Units and Junior Accessory** ~~Second Dwelling Units~~) and are exempt from the requirements of this chapter. Accessory structures shall not contain cooking facilities or bathrooms or be used as a dwelling unit or accessory dwelling unit. Guest houses and pool houses that conform to the requirements of this chapter are considered accessory structures and not accessory ~~second~~ dwelling units. (**Ord. 2020-xx (part), 2020;** Ord. 2010-02 § 1 (part), 2010)

EXCERPT

Added text shown in underline; deleted text shown in strike-through, and all other text of Chapter 17.48 unchanged

CHAPTER 17.48
PARKING AND LOADING REQUIREMENTS

17.48.050 NUMBER OF PARKING SPACES REQUIRED.

A. The following number of parking spaces shall be required to serve the uses or buildings listed, as established in Table 17.48.050-1 (Parking Requirements by Land Use). Multiple property owners may apply for a use permit for shared parking pursuant to Section 17.48.060 (Reductions in Parking Requirements); otherwise all uses must provide the sum of the requirements for each individual use. Where the requirements result in a fractional space, the next larger whole number shall be the number of spaces required. In addition, the requirements listed below shall apply.

1. "Square feet" means "gross square feet" and refers to the sum gross square feet of the floor area of a building and its accessory buildings unless otherwise specified.
2. For the purpose of calculating residential parking requirements, dens, studies, or other similar rooms that may be used as bedrooms shall be considered bedrooms.
3. Where the number of seats is listed to determine required parking, seats shall be construed to be fixed seats. Where fixed seats provided are either benches or bleachers, such seats shall be construed to be not more than eighteen (18) linear inches for pews and twenty-four (24) inches for dining, but in no case shall seating be less than determined as required by the Building Code.
4. When the calculation of the required number of off-street parking spaces results in a fraction of a space, the total number of spaces shall be rounded up to the nearest whole number.
5. Where private streets are proposed for residential development, resident and guest parking shall be provided as determined by the approving authority in conjunction with the required planning entitlement(s). (Ord. 2010-02 § 1 (part), 2010)

LAND USE TYPE	REQUIRED PARKING SPACES
<u>Accessory</u> Second - Dwelling Unit	1 space per bedroom <u>or ADU, whichever is less, except parking may be waived as provided in Chapter 17.70 Accessory Dwelling Units and Junior Accessory Dwelling Units</u> , with a maximum of 2 bedrooms and 2 parking spaces; tandem parking is permitted
Senior units, studio, one- and two-bedroom units	1 space per dwelling unit
Senior units, three + bedroom units	1 space per dwelling unit plus 1 additional off-street space
Mobile Home Park	2 parking spaces per home site
Recreation, Education, and Public Assembly Uses	

Arena, Auditorium, Theater, Assembly Hall, and Religious Institutions with Fixed Seats	Lesser of the following calculations: 1 space per 4 seats of maximum seating capacity; or 1 space per 300 sq. ft. of gross floor area
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B. Uses Not Listed. Other uses not specifically listed in this section shall furnish parking as required by the approving authority in determining the off-street parking requirements. The Planning Commission shall be guided by the requirements in this section generally and shall determine the minimum number of spaces required to avoid interference with public use of streets and alleys. (Ord. 2010-02 § 1 (part), 2010)

17.48.060 REDUCTIONS IN PARKING REQUIREMENTS.

The required number of parking spaces may be reduced in accordance with the following requirements.

A. Shared Parking. In order to encourage efficient use of parking spaces and good design practices, the total parking requirements for conjunctive uses shall be based on the number of spaces adequate to meet various needs of the individual uses operating during the peak parking period.

1. Use permit for shared parking. A use permit may be approved for shared parking facilities serving more than one (1) use on a site or serving more than one (1) property. The use permit may allow for a reduction of the total number of spaces required by this chapter if the following findings are made:

- a. The peak hours of parking demand from all uses do not coincide so that peak demand will not be greater than the parking provided;
- b. The efficiency of parking provided will equal or exceed the level that can be expected if parking for each use were provided separately.

2. Shared parking agreement. A written agreement between the landowners and in some cases the city that runs with the land shall be filed, in a form satisfactory to the City Attorney, and include:

- a. A guarantee that there will be no substantial alteration in the uses that will create a greater demand for parking without application for approval of an amended use permit;
- b. A reciprocal grant of nonexclusive license among the business operator(s) and the landowner(s) for access to and use of the shared parking facilities; and
- c. Evidence that the agreement has been recorded in the County Recorder's office.

B. Other Parking Reductions. Required parking for any use except a single-family dwelling, ~~accessory second~~ dwelling unit, or two (2)-family dwelling may be reduced through approval of a use permit by the Planning Commission.

1. Criteria for approval. The Planning Commission will only grant a conditional use permit for reduced parking if it finds that the project meets all of the conditional use permit criteria in Section 17.12.140 (Conditional Use Permits) and that three (3) or more of the circumstances listed below are true.

- a. The use will be adequately served by the proposed parking due to the nature of the proposed operation; proximity to frequent transit service; transportation characteristics of persons

residing, working, or visiting the site; or because the applicant has undertaken a travel demand management program that will reduce parking demand at the site.

b. Parking demand generated by the project will not exceed the capacity of or have a detrimental impact on the supply of on-street parking in the surrounding area.

c. The site plan is consistent with the objectives of the zoning district and incorporates features such as unobtrusive off-street parking placed below the ground level of the project with commercial uses above or enclosed parking on the ground floor.

d. The applicant has provided on-site parking for car share vehicles via a recorded written agreement between the landowner and the city that runs with the land. Agreement shall provide for proof of a perpetual agreement with a car share agency to provide at least one (1) car share vehicle on-site.

2. Application submittal requirements. In order to evaluate a proposed project's compliance with the above criteria, the Zoning Administrator may require submittal of a parking demand study that substantiates the basis for granting a reduced number of spaces. (Ord. 2010-02 § 1 (part), 2010)

EXCERPT

Added text shown in underline; deleted text shown in strike-through, and all other text of Chapter 17.98 unchanged

ARTICLE VI
GLOSSARY
CHAPTER 17.98
GLOSSARY OF TERMS

17.98.020 GENERAL DEFINITIONS.

DWELLING UNIT, ACCESSORY. ~~An attached or detached dwelling unit which provides complete independent living facilities for one (1) or more persons, with permanent facilities for living, sleeping, eating, cooking, and sanitation sited on the same parcel as the primary dwelling unit. This definition includes granny flats, efficiency units and manufactured homes, pursuant to Government Code Section 65852.2(i)(4).~~ **An attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:**

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

DWELLING UNIT, JUNIOR ACCESSORY. A unit that is no more than five hundred (500) square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

DWELLING, ATTACHED. A building containing a single dwelling unit and having one (1) or more walls in common with another such unit with each unit located on a separate lot.

DWELLING UNIT. A room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one (1) kitchen, which constitute an independent housekeeping unit, occupied by or intended for one (1) household on a long-term basis.

DWELLING UNIT, PRIMARY. The main dwelling unit on a parcel of land consisting of a room or suite of rooms with a single kitchen, other than a hotel unit with a kitchen, designed or used for residential use and occupancy.

EFFICIENCY UNIT. As defined by Health and Safety Code section 17958.1, an efficiency unit is a dwelling unit with a minimum of 500 square feet, consisting of one (1) principal room together with bathroom, kitchen, hallway, closets, and/or dining room alcove directly off the principal room.

(Ord. 2020-xx § x, 2020; Ord. 2019-03 § 6, 2019; Ord. 2017-11 § 3, 2017; Ord. 2017-08 § 2 (part), 2017; Ord. 2016-03 § 3 (part), 2016; Ord. 2014-02 § 5, 2014; Ord. 2012-05 § 6 (part), 2012; Ord. 2010-02 § 1 (part), 2010)

3550286.1



CITY COUNCIL REPORT

7E

DATE: AUGUST 18, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: CHRIS WYNKOOP, FIRE CHIEF

**SUBJECT: AUTHORIZE RESPONSE TO GRAND JURY REPORT: "WILDFIRE
PREPAREDNESS IN CONTRA COSTA COUNTY" (REPORT #2007)**

RECOMMENDATION

It is recommended that the City Council approve and authorize the Mayor to sign the attached response to the Grand Jury report: "Wildfire Preparedness in Contra Costa County".

BACKGROUND

Early in California's history, the California Constitution established grand juries in each county. The California Penal Code includes provisions on the formation of grand juries and the powers and duties of grand juries. With respect to public agencies, grand juries are authorized to "investigate and report upon the operations, accounts, and records of the officers, departments, functions, and the method or systems of performing the duties of any such city or joint powers agency and make such recommendations as it may deem proper and fit" (Cal. Penal Code section 925a). Within 90 days after the grand jury submits a report regarding the operations of any public agency, the "governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body . . ." (Cal. Penal Code section 933(c)).

In June, Pinole and other public agencies in the County received the attached Grand Jury report: "Wildfire Preparedness in Contra Costa County" (Attachment A). This report was not just addressed to Pinole but was countywide.

Accordingly, the attached draft response (Attachment B) is presented for the City Council's consideration to transmit to the presiding judge.

FISCAL IMPACT

Responding to the Grand Jury reports took staff time. Fiscal impacts of implementing recommendations in the report are not yet identified.

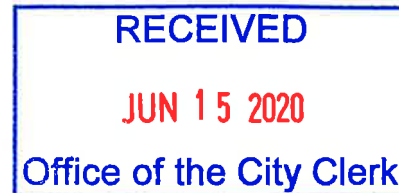
OPTIONS

No options are presented as state law requires the City Council to respond to the Grand Jury reports. The City Council may propose alternative language to those responses.

ATTACHMENTS

- A. Grand Jury Report No. 2007: "Wildfire Preparedness in Contra Costa County".
- B. Pinole's response to Grand Jury Report No. 2007: "Wildfire Preparedness in Contra Costa County".

June 8, 2020



City of Pinole
2131 Pear Street
Pinole, CA 94564

Dear City of Pinole:

Attached is a copy of Grand Jury Report No. 2007, "Wildfire Preparedness in Contra Costa County" by the 2019-2020 Contra Costa Civil Grand Jury.

In accordance with California Penal Code Section 933 et seq., we are submitting this report to you as the officer, agency or department responsible for responding to the report. As the responding person or person responding on behalf of an entity, you shall report one of the following actions in respect to each finding:

- (1) You agree with the finding.
- (2) You disagree with the finding.
- (3) You partially disagree with the finding.

(Pen. Code, § 933.05(a).) In the cases of both (2) and (3) above, you shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons thereof.

In addition, Section 933.05(b) requires you to reply to each recommendation by stating one of the following actions:

1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

After reviewing your response to ensure that it includes the above-noted mandated items, please send (1) a hard copy of the response to the Grand Jury at P.O. Box 431, Martinez, CA 94553; and (2) a copy in Word by e-mail to ctadmin@contracosta.courts.ca.gov. Your response must be submitted to the Grand Jury, in the form described by the above-quoted Government Code, no later than **September 11, 2020**.

Finally, please note that this report is being provided to you at least two working days before it is released publicly. Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to its public release.

Please immediately confirm receipt of this letter and the attached report by responding via e-mail to ctadmin@contracosta.courts.ca.gov.

Sincerely,



Anne N. Granlund, Foreperson
2019-2020 Contra Costa County Civil Grand Jury

cc: Andrew Murray, City Manager

A REPORT BY
THE 2019-2020 CONTRA COSTA COUNTY CIVIL GRAND JURY

725 Court Street
Martinez, California 94553

Report 2007

**Wildfire Preparedness in
Contra Costa County**

APPROVED BY THE GRAND JURY

Date June 8, 2020

Anne N. Granlund
ANNE N. GRANLUND
GRAND JURY FOREPERSON

ACCEPTED FOR FILING

Date JUN 08 2020

Anita Santos
ANITA SANTOS
JUDGE OF THE SUPERIOR COURT

Contact: Anne Granlund
Foreperson
(925) 608-2621

Contra Costa County Grand Jury Report 2007

Wildfire Preparedness in Contra Costa County

TO: Board of Directors of: Contra Costa County Fire Protection District, East Contra Costa Fire Protection District, Moraga-Orinda Fire Protection District, Rodeo-Hercules Fire Protection District, San Ramon Valley Fire Protection District

City Councils of: El Cerrito, Pinole, Richmond

SUMMARY

Wildfires occur every year in California and Contra Costa County (the County), but in recent years the size of and damage from wildfires has increased substantially. The Grand Jury examined Contra Costa County's preparedness for future wildfires.

Fire districts and fire departments in the County have responded to the elevated risks of fire in many ways, including:

- Increased staffing and patrols during a Red Flag Warning
- Expanded weed abatement programs
- Advising homeowners on hardening their homes and property
- New technology to detect fires earlier and aid in evacuation
- Evacuation planning
- Public education on fire hazards and preparation for fires

PG&E's recent Public Safety Power Shutoffs (PSPSs) have affected evacuation efforts

and emergency responses during a fire. Fire districts and fire departments are not always informed in advance of PG&E's non-emergency maintenance work in high fire risk areas.

Due to a lack of funding, the number of fire stations and staffing levels in East Contra Costa Fire Protection District has not been restored to the pre-2008 levels.

The Grand Jury recommends that County fire districts and fire departments consider updating their wildfire evacuation plans and incorporating advanced routing technology. The Grand Jury also recommends that the County fire district boards and the cities of El Cerrito, Pinole, and Richmond consider identifying funds to adopt or expand the use of new technologies to help detect fires in high-risk areas. The Grand Jury recommends that East Contra Costa Fire Protection District consider identifying options to fund additional fire stations and staff to restore fire services to pre-2008 levels. The Grand Jury recommends that the County fire district boards and the cities of El Cerrito, Pinole, and Richmond review and consider mechanisms, such as the ordinance passed by the San Ramon Valley Fire Protection District, that enable the fire district or fire department to recover labor and equipment costs from PG&E for overseeing electrical utility work that presents a high fire risk.

METHODOLOGY

During this investigation, the Grand Jury:

- Interviewed Contra Costa County fire personnel
- Reviewed evacuation plans and other fire preparedness materials provided by Contra Costa County fire districts and fire departments
- Toured the Contra Costa County Sheriff's Communications Center and Emergency Operations Center

BACKGROUND

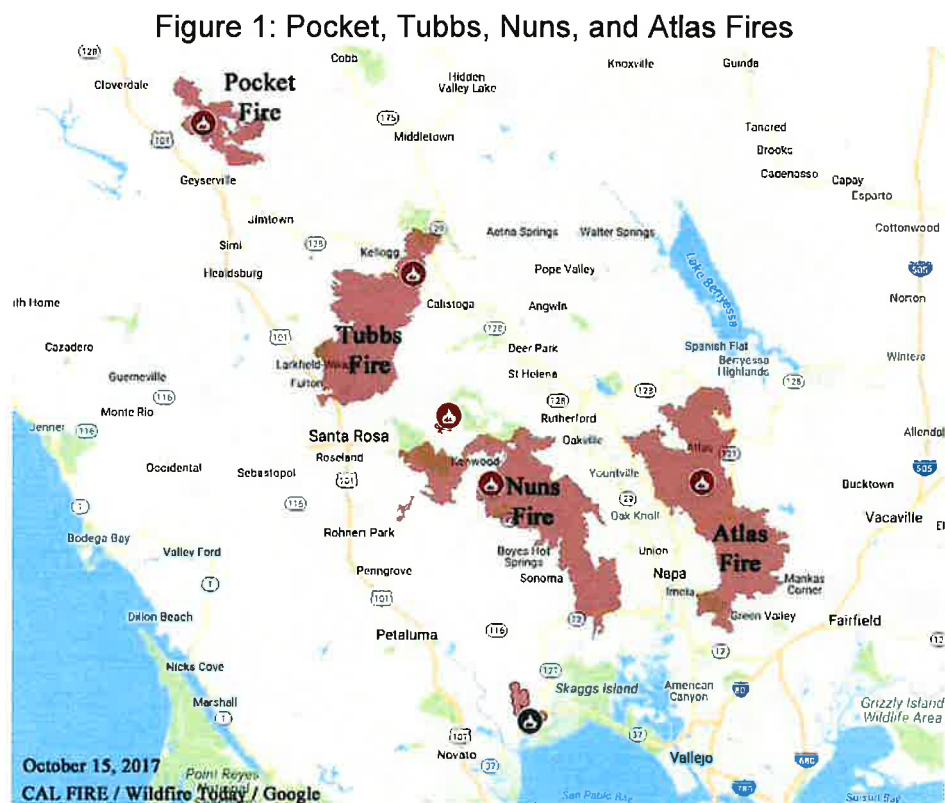
Contra Costa County fire protection services are provided by eight city fire departments or fire protection districts. Fire protection districts cover multiple towns, cities, and unincorporated areas. They report to an elected board of directors. A few individual cities maintain their own fire departments and may contract with adjacent areas to provide fire protection services. They report to their respective city councils, usually through a city manager.

California experienced the most destructive wildfires in its recorded history in 2017 and 2018. Due to a combination of drought-stricken land and record high temperatures, wildfires burned over 1,500,000 acres, damaged or destroyed over 10,000 structures, and took 47 lives in 2017, as reported by the California Department of Forestry and Fire Protection (CAL FIRE). In 2018, CAL FIRE reported almost 2,000,000 acres burned and

24,000 structures damaged or destroyed, and 100 people lost their lives. In 2019, California experienced 7,860 wildfires resulting in an estimated 259,823 acres burned and 732 structures damaged or destroyed. According to CAL FIRE, the California fire season is starting earlier and ending later each year.

The increase in wildfires is partially attributed to over-dry vegetation, record high temperatures, and powerful offshore seasonal winds. Wildfires have also increased with the growth in population areas situated close to wildlands. These areas, known as Wildland-Urban Interface (WUI) zones, are surrounded by dense tree growth and often have limited egress routes for evacuation.

The Santa Rosa (Tubbs) and Paradise (Camp) fires have increased Contra Costa County residents' awareness of the fire potential in their neighborhoods.



Source: CAL FIRE, October 15, 2017

The Tubbs Fire (shown in Figure 1) started on October 8, 2017. By the time it was contained, 22 people in Sonoma County had lost their lives, most in the city of Santa Rosa. The fire burned approximately 36,810 acres and destroyed more than 5,643 structures. Gale-force winds blew embers a half-mile ahead of the flames on the first night, causing the fire to move at a speed of three miles per hour. It took only four hours for the fire to travel from Calistoga to Santa Rosa, burning at a rate of about an acre a minute. The fire jumped Highway 101 and devastated the Coffey Park neighborhood in Santa Rosa. In all, more than 42 people across four counties lost their lives, making it

the most destructive wildfire in California history at the time.

On November 8, 2018, the Camp Fire consumed 10,000 acres around Paradise, California, in about 90 minutes – burning the equivalent of more than one football field every second. The fire spread rapidly because of windy and dry conditions, and it overwhelmed all communication and evacuation plans. Eighty-six people lost their lives in the fire.

In the 1960s, 8,000 people lived in Paradise. When the Camp Fire occurred, Paradise had grown to 26,572 people with only four evacuation routes running south – down ridges and through forests. After a wildfire in 2008, a forest roadway north of the town was paved to provide an outlet for residents on the upper ridge above Paradise. However, on the day of the Camp Fire, the narrow winding northern road became impassable, and existing roads failed to meet mass evacuation needs.

Before the 2018 fire, the city of Paradise conducted evacuation drills, advertised its warning system, and promoted “pack and go” preparations. These preparations did not prevent the destruction of Paradise during the chaos of the firestorm.

Before and After Photos:

Cypress Meadows Post-Acute Skilled Nursing Facility in Paradise



Source: P. Murphy, Paul. (November 14, 2018) CNN

The Grand Jury investigated Contra Costa County’s preparedness to handle a similar wildfire threat in the future.

DISCUSSION

Causes of Wildfires

The United States National Park Service states that humans cause nearly 85 percent of wildland fires in the United States. Human-caused wildfires can result from campfires left unattended, the burning of debris, equipment usage and malfunction, negligently discarded cigarettes, and intentional acts of arson. Hazardous fuels, such as accumulated vegetation, increase the likelihood of an unusually large wildland fire.

Red Flag Warning

According to CAL FIRE, the National Weather Service issues Red Flag Warnings to alert fire districts and fire departments of the onset, or possible onset, of critical weather and dry conditions that could lead to rapid or dramatic increases in wildfire activity. A Red Flag Warning is issued for weather events which may result in extreme fire behavior that will occur within 24 hours. A Red Flag Warning is the highest alert. During these times extreme caution is urged by all residents because a simple spark can cause a major wildfire.

During a Red Flag Warning, many Contra Costa County fire districts and fire departments increase their staff and send out patrols to monitor areas that are known to be high-risk fire areas, such as Wildland-Urban Interface (WUI) zones. Figure 2 shows areas of fire risk in Contra Costa County.

Figure 2: Fire Risk in Contra Costa County

CONTRA COSTA COUNTY'S FIRE DANGER

The county's fire chief has warned of a dangerous fire season ahead. Two-thirds of the county is currently in a fire hazard zone.

Cal Fire fire hazard severity zones

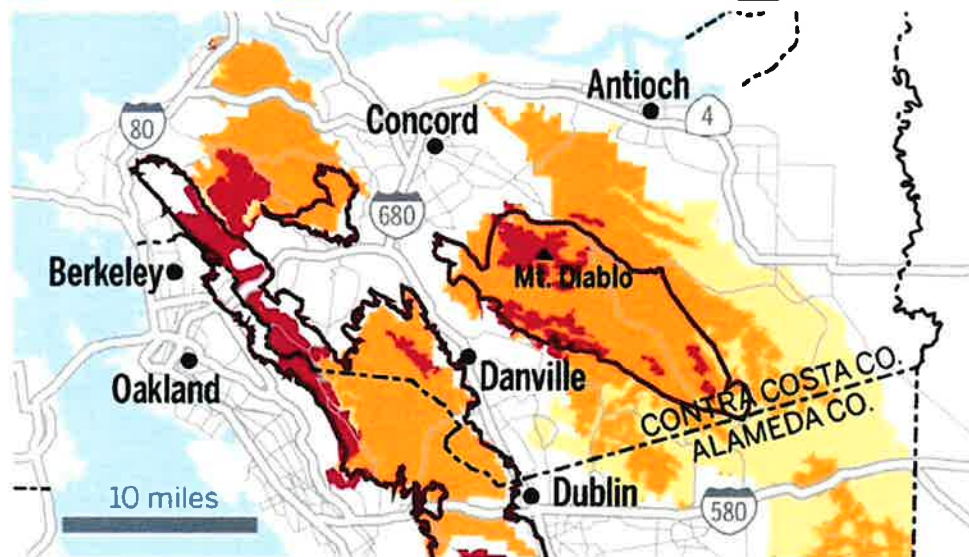
Very high

High

Moderate

Fire threat*

Extreme



* Designated by the California Public Utilities Commission

BAY AREA NEWS GROUP

Sources: Cal Fire and CPUC

During emergencies, fire districts and fire departments practice mutual aid when they provide fire equipment and personnel assistance to each other across jurisdictional boundaries. During a Red Flag Warning, Contra Costa County fire districts and fire departments often deploy pre-positioned strike teams to monitor vulnerable fire danger spots. These strike teams, composed of firefighters from Contra Costa County fire

districts and fire departments, provide backup to local firefighters with four to five fire engines, each staffed with four firefighters, a leader, and a trainee. The strike team also includes water tenders (used in remote areas), a bulldozer, and two to three chief officers. This strike team is deployed when there is a major fire in the County. During the 2019 Merrill Fire in Moraga, strike teams were used to contain and reduce the impact of the fire.

North Orinda Shaded Fuel Break

On February 22, 2019, CAL FIRE identified 35 priority projects that could be implemented immediately to help reduce public safety risk for over 200 of California's most wildfire-vulnerable communities. One of these projects is the North Orinda Shaded Fuel Break. On July 23, 2019, work on the project began along 19.3 miles of open space between the eastern part of Tilden Regional Park in Berkeley and Pleasant Hill Road near Acalanes High School, covering 1,429 acres. This area is vulnerable to Diablo winds, which are hot, dry winds blowing down the East Bay hills. This project removes hazardous dead trees, clears vegetation, creates fuel breaks and defensible community spaces, and creates safer ingress and egress corridors. Project participants include the Moraga-Orinda Fire District (MOFD), CAL FIRE, East Bay Municipal Utility District, and the East Bay Regional Park District.

Weed Abatement

County fire personnel make informational presentations to residents throughout the year on the process and importance of weed abatement. As a preventive measure, most fire districts and fire departments in Contra Costa County are expanding their weed abatement programs, which require the removal of vegetative growth and accumulated combustible debris on a homeowner's property. Fire personnel survey the area under their jurisdiction in the spring and document properties that need clearing. They then send notices to property owners describing the required work. Property owners have six to eight weeks to complete the weed abatement. Fire districts and fire departments send follow-up notices to property owners who have not completed the required abatement. If the property owner does not clear their property, the fire districts and fire departments notify their city council or the local Fire Board. The following consequences may apply:

- The property owner is required to attend a public hearing.
- A contractor is hired to clear the property, and the cost is added to the property owner's tax bill.
- A lien is placed on the property to pay for the abatement.

Fire districts and fire departments in the County emphasize the importance of practicing year-round abatement. If property owners do not clear their property, the fire danger increases for surrounding structures and residents in the neighborhood. The fire districts and fire departments may assist individuals, such as seniors, disabled, and low-income

property owners, who have difficulty complying with abatement requirements.

Hardening of Homes

Hardening of homes combines landscape and home construction requirements to reduce fire danger. Hardened homes are constructed and modified with fire-resistant building materials, such as a composite, metal, or tile roof. Maintenance practices include keeping rooftops and gutters clean, removing dead vegetation and flammable materials near homes, and avoiding non-native trees in landscaping.

New Technology

New technologies are being used to enhance evacuation efforts, provide early detection of fires, check the depth of the fuel bed, and detect changes in ground temperature that can indicate a fire. Some examples are:

- **Routing algorithms:** These software programs generate efficient evacuation routes based on the progression of each fire. The program sends information to evacuation personnel and provides alternate routes to use when roads become clogged.
- **Satellites:** PG&E has deployed its Satellite Fire Detection and Alerting System, which uses data from a combination of five satellites to give PG&E advance notice of potential fires. Fire information is sent to participating Contra Costa County fire districts and fire departments after validating the satellite findings with wildfire alert cameras or information from other agencies. This technology can be used to spot fires in remote areas.
- **Drones:** UC Berkeley's Space Science Laboratory developed firefighting drone technology to assist in fire management. The drones can take aerial pictures of the ground every few seconds in search of hot spots that can ignite new wildfires. This technology also minimizes false alarms when no fire is present.
- **Fire spotting cameras:** These land-based cameras are particularly useful when a fire danger exists in a remote expanse of dry vegetation.
- **Aerial Laser LiDAR (Light Detection and Ranging):** LiDAR is a remote sensing method that uses a pulsing light laser to generate precise, three-dimensional (3D) information about the composition of the fuel bed. 3D simulations help firefighters manage or extinguish fires as safely and economically as possible. LiDAR can provide precise fuel information to help predict where a fire will go next.
- **Ground Sensors:** These sensors monitor an area to detect unusual rises in temperature and transmit information to an appropriate fire station, enabling rapid response to a fire.

The Moraga-Orinda Fire District (MOFD) has piloted some of these new technologies to

provide early detection of fires and aid evacuation routing. MOFD employs ground sensors in remote areas that track changes in relative humidity and temperature. These sensors, or the satellite detection system, can alert fire personnel to the beginning of a spot fire. This location information is combined with real-time weather data and fuel bed mapping to predict the fire spread at intervals of 1, 3, and 5 hours. This model is then used to prioritize and sequence evacuation zones, called polygons, most threatened by the fire spread. MOFD is also experimenting with the design of a computer application that could remotely control home sprinkler systems to irrigate vegetation and eaves of homes for an extra level of protection from advancing flames and embers. These emerging technologies provide advanced tools that can aid fire departments in reducing response time, potentially minimizing the scale of a fire event, and reducing the risk of loss of life and property destruction.

Evacuation Plans and Shelter-in-Place

Some communities in Contra Costa County divide their cities into sections called polygons to facilitate evacuation. A more advanced system to evacuate residents during an emergency uses a combination of polygons and routing algorithms. A geographical area is divided into a grid of polygons, on which roads, access points, and evacuation centers are mapped. A routing algorithm is applied to the grid to determine the most efficient evacuation routes for residents. The sizes of the polygons and the routes are flexible during a fire. If a particular route is suddenly blocked, the algorithm will adjust the evacuation routes.

Police departments control evacuation orders and work cooperatively with fire districts and fire departments during a fire. In the event of a major fire that threatens homes, fire personnel will relay the need for evacuation of certain areas to law enforcement, which then issues an evacuation order through the County Community Warning System (CWS). Pre-established polygons, where used, provide efficient identification of which areas to evacuate.

A good evacuation plan allows residents to quickly evacuate while allowing emergency equipment and personnel to reach the fire. The Grand Jury found that not all communities have updated wildfire evacuation plans that utilize new technology. In addition, some areas in Contra Costa County have limited egress routes, such as Discovery Bay and Bethel Island.

Shelter-in-place can be a first step in evacuation while firefighters assess the fire front and available routes for evacuation. Fire districts and fire departments issue shelter-in-place orders in some situations and strongly advise that residents heed all emergency orders.

Public Relations and Community Awareness

Cities and counties use numerous warning systems to inform residents of emergencies

in their area. These systems range from the use of outdoor speakers on a truck or car, to local TV and radio Emergency Alert Systems, to internet applications. Most require some form of electrical power to function, and that residents possess the equipment necessary to receive the warnings. Some warning systems require residents to opt-in to receive alerts, such as the Contra Costa Community Warning System (CWS).

The CWS is activated whenever there is an imminent threat to life or health. CWS may use the following tools to alert the public:

- Landlines
- Cell phone, voice messaging, text, and email (upon user registration)
- Public website
- Social media (Facebook and Twitter)
- Sirens
- NOAA weather radios
- Emergency Alert System
- Wireless Emergency Alert System

In addition, individuals can sign up for internet applications that provide alerts:

- Nixle – an application which can send texts and email alerts from local agencies
- Nextdoor – an internet site with neighborhood alerts and news

Warning systems not requiring individuals to opt-in include:

- Emergency Alert System on local TV and radio stations
- Reverse 911 calls (only works with landlines)
- Sirens activated by the CWS, near major industrial facilities and in other special safety zones

Residents who have registered for emergency alerts on all their communication devices are most likely to receive early warnings of emergencies.

PG&E's Impact on Fire Districts and Fire Departments

Fire districts and fire departments in Contra Costa County have found that PG&E does not always inform fire personnel of planned maintenance work.

On October 23, 2019, San Ramon Valley Fire Protection District (SRVFPD) passed Ordinance No. 35. This ordinance prohibits PG&E and any other electrical utility from performing scheduled "non-emergency" work that presents a high fire risk when a Red Flag Warning has been issued. The ordinance gives SRVFPD the ability to pre-position

a team at the utility worksite and recover labor and equipment costs for teams overseeing electrical utility work.

On October 10, 2019, during the Public Safety Power Shutoff (PSPS), the Merrill Fire burned in the hills around Moraga, and dozens of residents were evacuated to an emergency shelter. The lack of electric power made the evacuation more difficult. The power shutoffs resulted in a lack of electricity for traffic signals, emergency alerts, and health equipment (oxygen and ventilators) needed by seniors and the disabled.

Staffing and Budgeting for East County

The East Contra Costa Fire Protection District (ECCFPD) has three active fire stations, each with three firefighters on duty at any given time. ECCFPD closed five other fire stations after the 2008 recession. In partnership with the City of Oakley, ECCFPD is currently building a fourth fire station to be opened in 2020.

Due to a lack of funding, the number of fire stations and staffing levels in East Contra Costa Fire Protection District has not been restored to pre-2008 levels. The ECCFPD property tax allocation is 7.5% of the county-wide property tax assessment, compared to the other fire protection districts and fire departments in the County that receive 12% to 30% of the assessment. Within the last five years, ECCFPD put three ballot measures before the electorate to increase the property tax allocation, but all three measures failed.

ECCFPD does not charge property owners for fighting residential, commercial, or vegetation fires. However, to meet the cost of firefighting in the district, ECCFPD does charge for emergency responses involving vehicle accidents and extractions, helicopter landings, illegal fires, hazardous material releases, and water emergencies.

FINDINGS

- F1. During a Red Flag Warning, fire districts and fire departments in Contra Costa County often deploy pre-positioned firefighting strike teams to maximize the ability to respond to wildfires.
- F2. Fire districts and fire departments in Contra Costa County require property owners to perform weed abatement on their property to reduce the risk of fire spread.
- F3. Not all fire districts and fire departments in Contra Costa County use pre-determined polygons and routing algorithms in their evacuation plans.
- F4. Fire districts and fire departments in Contra Costa County recommend that residents comply with law enforcement's orders to evacuate during an emergency.
- F5. Not all fire districts and fire departments in Contra Costa County use new

technologies, such as ground sensors, drones, satellites, and fire spotting cameras, for early detection of fires.

- F6. The October 2019 Public Safety Power Shutoff (PSPS) events disrupted emergency response efforts and communications in Contra Costa County.
- F7. Fire districts and fire departments in Contra Costa County are not always informed by PG&E when the utility is performing non-emergency maintenance work that presents a high fire risk during a Red Flag Warning.
- F8. An ordinance passed by the San Ramon Valley Fire Protection District, requiring PG&E to give advance notice of non-emergency maintenance work that presents a high fire risk, enables the fire district to pre-position a team at the utility worksite and recover labor and equipment costs.
- F9. Due to a lack of funding, the number of fire stations and staffing levels in East Contra Costa Fire Protection District has not been restored to pre-2008 levels.

RECOMMENDATIONS

Note: The Grand Jury conducted the majority of its investigation before Contra Costa County and the State of California issued shelter-in-place orders. The Jury recognizes that County departments, agencies, and cities are currently addressing COVID-19 related matters and the Jury has adjusted implementation dates in the recommendations accordingly.

- R1. The Board of Directors of Contra Costa County Fire Protection District, East Contra Costa Fire Protection District, Rodeo-Hercules Fire Protection District, and San Ramon Valley Fire Protection District should consider directing their Fire Chief to update wildfire evacuation plans and incorporate pre-determined polygons and advanced routing technology, by June 30, 2021.
- R2. The Board of Directors of Contra Costa County Fire Protection District, East Contra Costa Fire Protection District, Moraga-Orinda Fire Protection District, Rodeo-Hercules Fire Protection District, and San Ramon Valley Fire Protection District should consider identifying funds to adopt or expand the use of new technologies, such as ground sensors, drones, satellites, and fire spotting cameras, to help detect fires in high-risk areas, by June 30, 2021.
- R3. The East Contra Costa Fire Protection District Board of Directors should consider identifying options to fund additional fire stations and staff to restore fire services to pre-2008 levels, by June 30, 2021.
- R4. The Board of Directors of Contra Costa County Fire Protection District, East Contra Costa Fire Protection District, Moraga-Orinda Fire Protection District, and Rodeo-Hercules Fire Protection District should review and consider mechanisms, such as the ordinance passed by the San Ramon Valley Fire Protection District,

that would enable their fire district to recover labor and equipment costs from PG&E for overseeing electrical utility work that presents a high fire risk, by June 30, 2021.

- R5. The City Councils of El Cerrito, Pinole, and Richmond should consider directing their Fire Chief to update wildfire evacuation plans and incorporate pre-determined polygons and advanced routing technology, by June 30, 2021.
- R6. The City Councils of El Cerrito, Pinole, and Richmond should consider identifying funds to adopt or expand the use of new technologies, such as ground sensors, drones, satellites, and fire spotting cameras, to help detect fires in high-risk areas, by June 30, 2021.
- R7. The City Councils of El Cerrito, Pinole, and Richmond should review and consider mechanisms, such as the ordinance passed by the San Ramon Valley Fire Protection District, that would enable their fire department to recover labor and equipment costs from PG&E for overseeing electrical utility work that presents a high fire risk, by June 30, 2021.

REQUIRED RESPONSES

	Findings	Recommendations
Contra Costa County Fire Protection District Board of Directors	F1, F2, F3, F4, F5, F6, F7, F8	R1, R2, R4
East Contra Costa Fire Protection District Board of Directors	F1, F2, F3, F4, F5, F6, F7, F8, F9	R1, R2, R3, R4
Moraga-Orinda Fire Protection District Board of Directors	F1, F2, F3, F4, F5, F6, F7, F8	R2, R4
Rodeo-Hercules Fire Protection District Board of Directors	F1, F2, F3, F4, F5, F6, F7, F8	R1, R2, R4
San Ramon Valley Fire Protection District Board of Directors	F1, F2, F3, F4, F5, F6, F7, F8	R1, R2
City of El Cerrito	F1, F2, F3, F4, F5, F6, F7, F8	R5, R6, R7
City of Pinole	F1, F2, F3, F4, F5, F6, F7, F8	R5, R6, R7
City of Richmond	F1, F2, F3, F4, F5, F6, F7, F8	R5, R6, R7

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to ctadmin@contracosta.courts.ca.gov and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson
 725 Court Street
 P.O. Box 431
 Martinez, CA 94553-0091



CITY OF PINOLE

2131 Pear Street
Pinole, CA 94564

Tel: (510) 724-9833
Fax: (510) 724-9826
www.ci.pinole.ca.us

August 18, 2020

Honorable Anita Santos
Judge of the Superior Court
Contra Costa County Civil Grand Jury
725 Court Street
P.O. Box 431 Martinez, CA 94553-0091

Re: Contra Costa County Grand Jury Report No. 2007 "Wildfire Preparedness in Contra Costa County"

Dear Judge Santos:

Pursuant to California Penal Code Section 933.05, this letter responds to Contra Costa County Grand Jury Report No. 2007 "Wildfire Preparedness in Contra Costa County". This response was reviewed and authorized by the City Council at a duly noticed City Council meeting on August 18, 2020.

Grand Jury Findings

Finding #1: During a Red Flag Warning, fire districts and fire departments in Contra Costa County often deploy pre-positioned firefighting strike teams to maximize the ability to respond to wildfires.

Response: Pinole agrees with finding #1. During a Red Flag Warning, fire districts and fire departments in Contra Costa County often deploy pre-positioned firefighting strike teams to maximize the ability to respond to wildfires.

Finding #2: Fire districts and fire departments in Contra Costa County require property owners to perform weed abatement on their property to reduce the risk of fire spread.

Response: Pinole agrees with Finding #2. Fire districts and fire departments in Contra Costa County require property owners to perform weed abatement on their property to reduce the risk of fire spread.

Finding #3: Not all fire districts and fire departments in Contra Costa County use predetermined polygons and routing algorithms in their evacuation plans.

Response: Pinole agrees with Finding #3. Not all fire districts and fire departments in Contra Costa County use predetermined polygons and routing algorithms in their evacuation plans.

Finding #4: Fire districts and fire departments in Contra Costa County recommend that residents comply with law enforcement's orders to evacuate during an emergency.

Response: Pinole agrees with Finding #4. Fire districts and fire departments in Contra Costa County recommend that residents comply with law enforcement's orders to evacuate during an emergency.

Finding #5: Not all fire districts and fire departments in Contra Costa County use new technologies, such as ground sensors, drones, satellites, and fire spotting cameras, for early detection of fires.

Response: Pinole agrees with Finding #5. Not all fire districts and fire departments in Contra Costa County use new technologies, such as ground sensors, drones, satellites, and fire spotting cameras, for early detection of fires. It is noteworthy that some of these new technologies are still in experimental stages of development for use in the fire service.

Finding #6: The October 2019 Public Safety Power Shutoff (PSPS) events disrupted emergency response efforts and communications in Contra Costa County.

Response: Pinole agrees with Finding #6. The October 2019 Public Safety Power Shutoff (PSPS) events disrupted emergency response efforts and communications in Contra Costa County.

Finding #7: Fire districts and fire departments in Contra Costa County are not always informed by PG&E when the utility is performing non-emergency maintenance work that presents a high fire risk during a Red Flag Warning.

Response: Pinole agrees with Finding #7. Fire districts and fire departments in Contra Costa County are not always informed by PG&E when the utility is performing non-emergency maintenance work that presents a high fire risk during a Red Flag Warning.

Finding #8: An ordinance passed by the San Ramon Valley Fire Protection District, requiring PG&E to give advance notice of non-emergency maintenance work that presents a high fire risk, enables the fire district to pre-position a team at the utility worksite and recover labor and equipment costs.

Response: Pinole agrees with Finding #8, as we understand the San Ramon Valley FPD ordinance to be written.

Grand Jury Recommendations

Recommendation #5: The City Councils of El Cerrito, Pinole, and Richmond should consider directing their Fire Chief to update wildfire evacuation plans and incorporate pre-determined polygons and advanced routing technology, by June 30, 2021.

Response: The recommendation has not yet been implemented, but plans are underway to implement by June 30, 2021.

The Contra Costa County Fire Chiefs Association was approved for grant funding in the amount of \$300,000 for a software program which will provide a uniform evacuation planning platform for fire agencies within the county. The funds are expected to be available in late 2020, and implementation is expected for mid-2021.

Recommendation #6: The City Councils of El Cerrito, Pinole, and Richmond should consider identifying funds to adopt or expand the use of new technologies, such as ground sensors, drones, satellites, and fire spotting cameras, to help detect fires in high-risk areas, by June 30, 2021.

Response: The recommendation has not yet been implemented but will be implemented in the future.

As a municipal fire agency contracted with the Contra Costa Regional Fire Communications Center (CCRFCC) for dispatch services, Pinole Fire Department has access to real-time satellite detection of fires as provided by PG&E. CCRFCC (which is operated by Contra Costa County Fire Protection District) can use this information for early detection to dispatch fire resources to a given area, often in remote locations, and use this information to support or confirm a fire. PG&E fire spotting cameras in the areas surrounding Pinole include those located at Cummings Skyway, Briones Tabletop, and Briones Rancho De La Rosa. The City of Pinole will consider identifying funds to expand the use of such technologies by June 30, 2021.

Recommendation #7: The City Councils of El Cerrito, Pinole, and Richmond should review and consider mechanisms, such as the ordinance passed by the San Ramon Valley Fire Protection District, that would enable their fire department to recover labor and equipment costs from PG&E for overseeing electrical utility work that presents a high fire risk, by June 30, 2021.

Response: The recommendation has not yet been implemented but will be implemented in the future.

While it is unclear whether a local agency can regulate PG&E activities by way of an ordinance like that which was passed by SRVFPD, the City of Pinole will review and consider such mechanisms as recommended in this report by June 30, 2021.

The City appreciates the time and effort spent by Her Honor and the Grand Jury in consideration of these matters.

Sincerely,

Roy Swearingen, Mayor
CITY OF PINOLE



CITY COUNCIL REPORT

7F

DATE: AUGUST 18, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR / CITY ENGINEER

SUBJECT: AWARD OF CONTRACT FOR CONSTRUCTION OF THE 2019/20 RESIDENTIAL PAVEMENT SLURRY SEAL PROJECT AT VARIOUS LOCATIONS TO VALLEY SLURRY SEAL INTERNATIONAL INC. IN THE AMOUNT OF \$763,000

RECOMMENDATION

It is recommended that the City Council approve a resolution awarding a contract to Valley Slurry Seal International Inc. in the amount of \$763,000 for construction of the 2019/20 Residential Slurry Seal Project.

BACKGROUND

The Capital Improvement Plan adopted by Council includes the Pavement Maintenance and Rehabilitation Program #RO1707. The 2019/20 Residential Slurry Seal Project falls within the Program. The program follows the “Fix it First” recommendations within the City’s Pavement Management Report released in 2018.

This 2019/20 Residential Slurry Seal Project was approved for bidding by the City Council on July 7, 2020.

City staff has prepared the plans and specifications, and the City Engineer has approved the plans and specifications for bidding. The engineer’s estimate for this project is \$850,000. In preparing the plans and specifications, Engineering has been working closely with City Operations and Maintenance crews that have been preparing many of the road segments that will be sealed through the project by performing crack sealing with newly acquired equipment.

City staff used PublicPurchase.com, an online platform, to streamline the bidding process. Using PublicPurchase.com resulted in a very efficient bid process and saved a great deal of staff time.

The City received three bids, as follows:

1. Valley Slurry Seal International Inc.	\$ 763,000.00
2. Bond Blacktop, Inc.	\$ 902,734.00
3. Pavement Coatings Co.	\$1,012,845.00

REVIEW AND ANALYSIS

The apparent low bidder was Valley Slurry Seal International Inc. Their bid package was complete. After reviewing all of the bid materials, Valley Slurry Seal International Inc. is the lowest responsible bidder.

FISCAL IMPACT

It is recommended that a contingency for this project be allocated to address any issues that may arise during the work as approved by the City Engineer. The contingency may be used for material testing if warranted. We recommend that Council authorize a contingency of \$87,000. Funding for this project is coming from Gas Tax and Measure S 2014.

ATTACHMENTS:

- A. Resolution
- B. Project Map and Street List

RESOLUTION NO. 2020-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AWARD OF CONTRACT TO
VALLEY SLURRY SEAL INTERNATIONAL, INC.
IN THE AMOUNT OF \$763,000 FOR CONSTRUCTION OF THE 2019/20 RESIDENTIAL
SLURRY SEAL PROJECT AT VARIOUS LOCATIONS**

WHEREAS, the City of Pinole has an adopted FY 2019/20 Capital Improvement Plan;
and

WHEREAS, the Capital Improvement Plan includes funding for pavement maintenance
from gas taxes and local Measure S 2014 funds; and

WHEREAS, the City has completed the preparation of the plans and specifications for
this project; and

WHEREAS, the City Engineer has approved the plans and specifications; and

WHEREAS, on July 7, 2020, the City Council authorized the project for bidding; and

WHEREAS, the project was bid on August 12, 2020; and

WHEREAS, the bids have been reviewed; and

WHEREAS, Valley Slurry Seal International, Inc provided the lowest qualified bid of
\$763,000.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole does
hereby award a contract to Valley Slurry Seal International, Inc. in the amount of \$763,000 for
construction of the 2019/20 Residential Slurry Seal Project at various locations.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the
18th day of August 2020 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

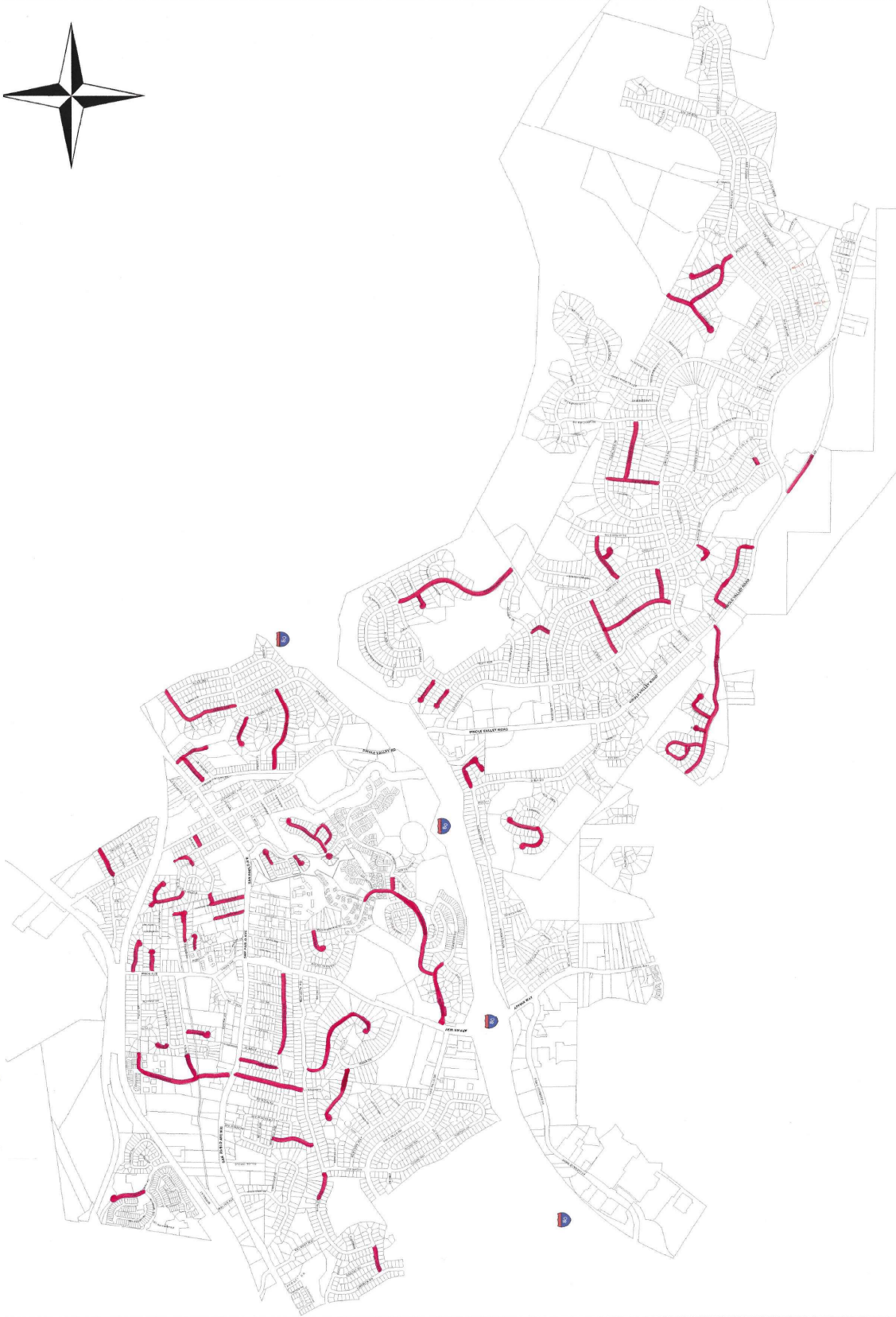
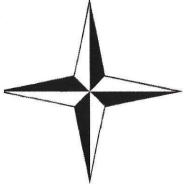
ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on
the 18th day of August 2020.

Heather Iopu, MMC
City Clerk

ATTACHMENT B



AREA MAP

CITY OF PINOLE

2019/20 RESIDENTIAL SLURRY SEAL PROJECT

DESIGNED: TM

CHECKED: TM

SCALE: NTS

DRAWN: JC

DATE: 07/22/2020

SHEET: 1 OF 3

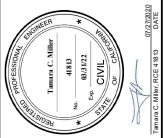
MAP AVAILABLE ONLINE:

PROJECT NO.: R01707

https://www.ci.pinole.ca.us/city-government/public-works/capital-projects/fdsds_and_dfs

REVISIONS


NO.	DESCRIPTION	BY	DATE



CITY OF PINOLE
PUBLIC WORKS
 2131 PEAR STREET
 PINOLE, CA 94564
 PHONE: 510-724-9000
 FAX: 510-724-9826



Street Name	Begin Location	End Location	Length	Digouts	Traffic Striping – 6" Yellow Line (Thermoplastic) LF	12" White Limit Line (Thermoplastic) LF	Pavement Markings (Thermoplastic) EACH	Pavement Marker – Blue Two-Way Retroreflective EACH
ADOBE ROAD	PAVEMENT CHANGE	CUL-DE-SAC	318	4X6		14	4	
ALTAMIRANO CIRCLE	FRANCISCA CT	FRANCISCA CT	628			15	4	2
AMEND STREET	MANN DR	CUL DE SAC	973					3
ANTONIA COURT	ANTONIA CIRCLE	CUL DE SAC	279			23	3	5
BAY VIEW FARM ROAD	SUNNYVIEW DR	HOUSE #1059	333		60	20	3	
BERNARDO COURT	OAK RIDGE RD	CUL DE SAC	228		40	16	9	1
BLUE JAY CIRCLE	GALBRETH RD	END OF LOOP	1,212					
BRENDA COURT	BELFAIR DR	CUL DE SAC	214					1
BRETT COURT	PINON AVE	CUL DE SAC	371			28	4	1
BUENA VISTA DRIVE	HOUSE #440	END OF LOOP	788					2
CANYON DRIVE	APPIAN WAY	EL TORO WAY	1,144		2288	250	21	1
CLARK COURT	FARIA AVE	CUL DE SAC	429			28	4	
COLINA COURT	SAVAJE AVE	CUL DE SAC	137					
COLLINS AVENUE	PINOLE VALLEY RD	PINOLE VALLEY RD	1368		60	44	8	3
CORTE CRUZ COURT	HOKE DR	CUL DE SAC	544					1
DANNY COURT	BAYVIEW FARM RD	CUL DE SAC	405					
DOWNER STREET	PINOLE VALLEY RD	HENRY AVE	1,394		2788	60	12	
ENLOW COURT	PONDEROSA TR	CUL DE SAC	245			30		
FERN AVENUE	SAN PABLO AVE	VALLEYVIEW ST	519			40	4	2
FLAMINGO COURT	GALBRETH RD	CUL DE SAC	234					
FRANCISCA COURT	OAK RIDGE RD	CUL DE SAC	864		50	21	4	3
FRASER COURT	FRANCIS DR	CUL DE SAC	509					1
GALBRETH ROAD	PINOLE VALLEY RD	DEAD END	2,634	10X37	50	32	14	3
GLEN COURT	MARIONOLA WAY	CUL DE SAC	382			23	4	1
HANLEY DRIVE	LIMERICK RD	MARLESTA	480		100	29	4	
HAZEL STREET	SUNNYVIEW DR	DEAD END	270			20	4	2
HENRY AVENUE	ALICE WAY	FRANCIS DR	926		926	60	12	5
HENRY AVENUE	LEWIS LN	OAK RIDGE DR	1,044					
HENRY AVENUE	OAK RIDGE DR	PINOLE VALLEY RD	1,901					
HENRY AVENUE	RIDGECREST RD	LEWIS LN	266			30		
HERMOSA STREET	LUCAS AVE	SIMAS AVE	1,217		100	50	8	3
HIGUERA AVENUE	RAMONA ST	ALAMO ST	379			56	8	1
HOKE COURT	CORTE CRUZ	CUL DE SAC	562			0		1
HUTCHINSON COURT	PINON AVE	CUL DE SAC	521			18		1
IGNACIO COURT	OAK RIDGE RD	CUL DE SAC	106		44		4	
JOHN STREET	SAN PABLO AVE	PRIVATE DRIVE	686		200		24	
LA CANADA COURT	SAVAJE AVE	CUL DE SAC	424					1
LA REINA STREET	HERMOSA ST	RAMONA ST	525					
LAUREL AVENUE	SAN PABLO AVE	PRIVATE DRIVE	586		6X30	14		2
LOPES LANE	LOPES COURT	DEAD END	236				4	1
LUCAS AVENUE	ESTATES AVE	RAMONA ST	970		48	165	16	3
MARLESTA ROAD	HOUSE #600	KILDARE WAY	1,241			400	24	3



CITY OF PINOLE
PUBLIC WORKS
2131 PEAR STREET
PINOLE, CA 94564
PHONE: 510-724-9000
FAX: 510-724-9826

STREET DETAIL LIST

CITY OF PINOLE

2019/20 RESIDENTIAL SLURRY SEAL PROJECT

DESIGNED: TM
DRAWN: JC

CHECKED: TM
DATE: 07/22/2020

PROJECT NO.: R01707

SCALE: NTS
SHEET: 2 OF 3

REVISIONS

NO.	DESCRIPTION	BY	DATE



CITY COUNCIL REPORT

7G

DATE: AUGUST 18, 2020

TO: MAYOR AND COUNCILMEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: RESCINDING RESOLUTION NO. 18-2009 AND APPROVING A RESOLUTION AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

RECOMMENDATION

Staff recommends that the City Council approve a resolution authorizing investment of monies in the Local Agency Investment Fund (LAIF).

BACKGROUND

On March 17, 2009, the City Council adopted Resolution No. 18-2009, which designated the City Manager, Finance Director, and City Treasurer as the City's officers authorized to deposit and/or withdrawal funds from LAIF.

LAIF is a State operated investment fund in which local agencies and special districts may place their excess funds. The program offers organizations the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, directed by the expertise of the State Treasurer's Office. LAIF investments typically generate higher return on investment for participating organizations compared to investing at a local bank. Similar to a bank, the City can withdraw their funds from LAIF at any time.

While the City is between permanent Finance Directors, there is a need to re-identify the individuals that are authorized to deposit and withdrawal funds from LAIF.

REVIEW AND ANALYSIS

For consistency with the check signing authority and to provide for a greater span of individuals who can deposit and withdraw funds from LAIF, it is recommended that the previously established "signature succession authority" be amended to include the Assistant City Manager, as follows:

1. City Treasurer
2. City Finance Director
3. City Manager
4. Assistant City Manager

LAIF requires each agency to adopt a resolution designating the classifications which would be authorized to transfer into and out of the City's LAIF investment accounts.

FISCAL IMPACT

None.

ATTACHMENTS

- A. Resolution Authorizing Investment of Monies in LAIF
- B. Resolution 18-2009

ATTACHMENT A

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Pinole; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby authorize the deposit and withdrawal of the City of Pinole’s monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows: Section 1. The following City of Pinole officers holding the titles specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

- | | |
|-----------------------------|---|
| Andrew Murray, City Manager | Hector De La Rosa, Assistant City Manager |
| Debbie Long, City Treasurer | Vacant, Finance Director |

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 18th day of August 2020, by the following vote:

- | | |
|----------|-----------------|
| AYES: | COUNCILMEMBERS: |
| NOES: | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |
| ABSENT: | COUNCILMEMBERS: |

I hereby certify that the foregoing resolution was introduced, passed and adopted on adopted on this 18th day of August, 2020.

Heather Iopu, CMC
City Clerk

RESOLUTION NO. 18-2009

RESOLUTION OF THE REDEVELOPMENT AGENCY BOARD OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Redevelopment Agency Board does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein is in the best interests of the agency.

NOW THEREFORE, BE IT RESOLVED, that the Redevelopment Agency Board does hereby authorize the deposit and withdrawal of Agency monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED, that the following Agency officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Belinda B. Espinosa
City Manager

Richard H. Loomis
Finance Director

Judy Lee
City Treasurer

Belinda B. Espinosa *Richard H. Loomis* *Judy Lee*

PASSED AND ADOPTED this 17th day of March, 2009 by the following vote,

to-wit:

AYES: COUNCILMEMBERS: Fujita, Horton, Long, Murray, Swearingen

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

Patricia Athenour
PATRICIA ATHENOUR
City Clerk of the City of Pinole



CITY COUNCIL REPORT

9A

DATE **AUGUST 18, 2020**

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **ANDREW MURRAY, CITY MANAGER**

SUBJECT: **CITY OF PINOLE STRATEGIC PLAN 2020 – 2025 IMPLEMENTATION
ACTION PLAN**

RECOMMENDATION

Staff recommends that the City Council receive the City of Pinole Strategic Plan 2020 – 2025 Implementation Action Plan.

BACKGROUND

In April 2019, the City engaged a consulting firm, Management Partners, to conduct two projects, City Council team building and the creation of a strategic plan. Management Partners completed the team building project in June 2019. Management Partners then led the City through a robust analytical and engagement process to develop a strategic plan. The process involved a focus group of representatives from the City's appointed boards and commissions; community meetings; an environmental scan; a department head workshop; and a City Council workshop.

Management Partners presented a proposed City of Pinole Strategic Plan 2020 – 2025 to the City Council in February 2020, which the City Council then adopted (attached). In addition to the creation of the Strategic Plan itself, an integral part of Management Partners' approach to strategic planning is the creation of an Implementation Action Plan (IAP), which identifies the timeframe on which each Strategic Plan strategy will be implemented. After a hiatus due to COVID-19, Management Partners met with City management staff in June 2020 and created an IAP (attached) for the Strategic Plan 2020 – 2025.

REVIEW & ANALYSIS

The creation of the IAP is the final step in Management Partners' strategic planning process. The IAP will serve as an executable roadmap that details the specific steps needed to accomplish each of the strategies. The IAP created by Management Partners in collaboration with City management staff represents a thoughtful, realistic phasing and timeframe for implementation of the 22 individual strategies contained in the Strategic Plan.

FISCAL IMPACT

There is no fiscal impact to receiving the Strategic Plan 2020 – 2025 IAP. Any financial resources that will be needed by staff to implement the IAP and that have not already been appropriated by the City Council will be specifically requested of the Council by staff at an appropriate time in the future.

ATTACHMENTS

- A. City of Pinole Strategic Plan 2020 – 2025
- B. Strategic Plan 2020 – 2025 Implementation Action Plan

City of Pinole Strategic Plan 2020 – 2025



Vision
Mission
Goals
Strategies



February
2020



Prepared for the City of Pinole by Management Partners



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Introduction

The City of Pinole Strategic Plan 2020 – 2025 expresses the City's vision, mission, goals, and strategies for the next five years. It was developed through an extensive research and engagement process led by Management Partners, described in detail below, that began in June 2019.

The vision, mission, goals, and strategies are based on the information and perspectives provided by Pinole's community members, appointed officials, staff, and the City Council.

The vision is our aspiration for the future. The mission is the City organization's statement of purpose. The goals are the main objectives that need to be achieved in order to obtain the vision. Each goal contains a list of specific strategies (deliverables). Following City Council approval of the Strategic Plan, staff will develop an implementation action plan to assign responsibility and timelines for completion of the strategies.

The City would like to thank all of the stakeholders that participated in the development of the Strategic Plan, and encourage everyone to remain engaged with the Strategic Plan by monitoring the City's progress and celebrating the results we achieve and deliver together.



City of Pinole Leadership

City Council



Roy Swearingen
Mayor



Norma Martinez-Rubin
Mayor Pro Tem



Pete Murray
Council Member



Vincent Salimi
Council Member



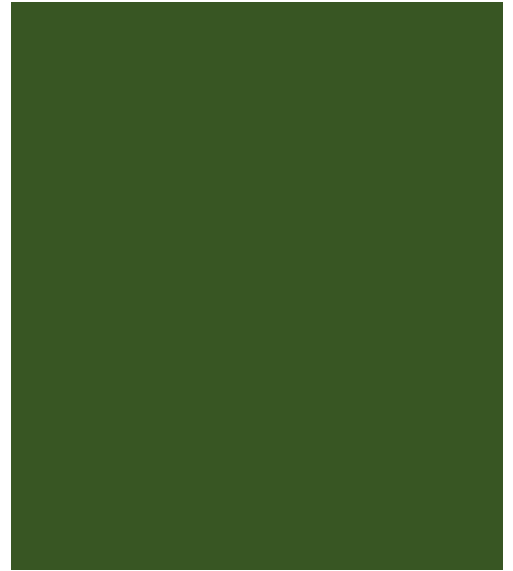
Anthony L. Tave
Council Member

Executive Team

- Andrew Murray, City Manager
- Hector De La Rosa, Assistant City Manager
- Eric Casher, City Attorney
- Neil Gang, Police Chief
- Heather Iopu, City Clerk
- Andrea Miller, Finance Director
- Tamara Miller, Development Services Director / City Engineer
- Chris Wynkoop, Fire Chief



Strategic Plan Process and Themes



BENEFITS OF STRATEGIC PLANNING

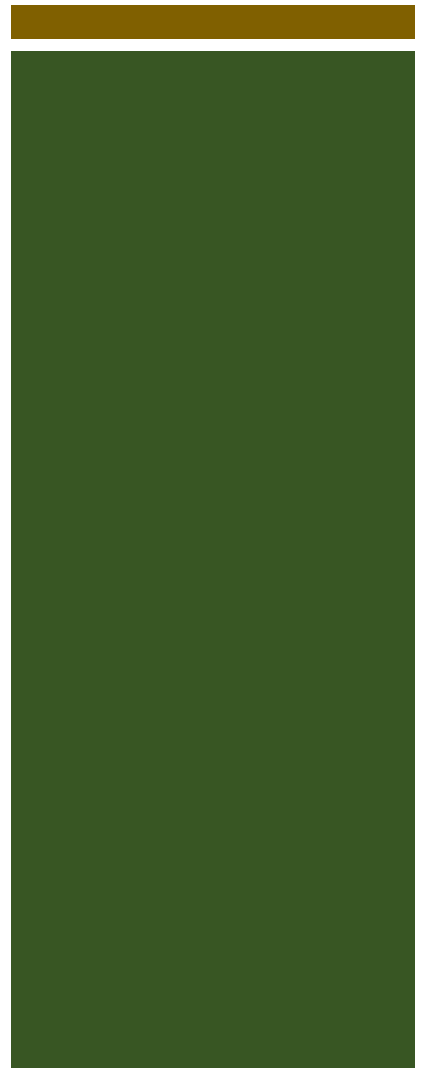
The City of Pinole's **Strategic Plan** contains a vision, mission, goals, and strategies. Strategic planning helps a community identify its highest priority interests, articulates a vision of the future, and clearly communicates the City's direction amidst competing demands. Moreover, the plan provides a framework for reporting progress on how the City is achieving its vision through defined goals.

PLAN DESIGN APPROACH

Community Engagement

A public engagement plan was developed to gather input from a cross-section of elected and appointed officials along with community members. In each engagement event, participants were invited to share their aspirations for the community and insights about Pinole's accomplishments, challenges, and opportunities. The public input opportunities that informed the Strategic Plan included the following:

- **City Council Workshop:** *On June 27, 2019, the City Council and City Manager participated in a one-day workshop and identified key community priorities as well as their vision for the future.*
- **Boards and Commissions Focus Group:** *On August 26, 2019, 11 members, representing the City of Pinole Planning Commission, Community Services Commission, and Traffic and Pedestrian Safety Committee, shared their perspectives about strengths, challenges, and opportunities of the City.*



- **Community Meetings:** *Members of the community were invited to identify community strengths, challenges, and opportunities in four separate meetings. A total of 57 community members attended meetings held at four separate locations across the city and at four different times on September 25 and October 7, 2019.*
- **Departmental Questionnaire and Meeting:** *Each City department provided responses to a questionnaire that focused on identification of current City projects and future needs. The executive team met on October 30, 2019 to review the engagement results and discuss key community trends in preparation for the Council workshop in January 2020.*
- **Strategic Plan Workshop:** *The Council held a Strategic Plan workshop on January 25, 2019. The City Council reviewed a summary of all public engagement input and key community trends presented in an environmental scan. Following a review of the information, the Council developed the vision, mission, goals and strategies contained in this document.*

Community Engagement Themes

Community members indicated that they value Pinole's strong sense of community, good school system, ethic of citizen involvement, location, open space, and small-town feel. Community members also expressed interest in seeing improvements to the following:

- Consistent communication with community members,
- Community engagement opportunities,
- Emergency preparedness,
- Fiscal stewardship and sustainability,
- Long range capital planning and maintenance of current assets,
- Neighborhood beautification efforts,
- Economic development and downtown redevelopment,
- Regional and legislative partnerships, and
- Employee attraction, retention, and development.

Environmental Scan

The Strategic Plan was also informed by an environmental scan. The scan included a summary of Pinole's demographic and community trends. The scan also provided an overview of recent patterns in housing, public safety, development, transportation, and traffic congestion. The scan included information about the City's current and future financial forecasts. The impacts of climate change were also discussed along with a review of overall community resilience.



Vision



The vision statement is an aspiration for the future.

It is a statement of where the community is going.

“Pinole is a safe, vibrant, and innovative community with small town charm and a high quality of life.”



Mission



A mission is a statement of the purpose of the organization.

It fundamentally defines what the organization stands for and what it will do.

“Pinole will be efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.”



Pinole's Goals

The Strategic Plan contains four goals. The goals, along with their definition statement, are listed below.

Safe and Resilient Pinole	Develop and communicate community resilience through quality public safety service delivery, property maintenance policies and practices, and disciplined investment in community assets.
Financially Stable Pinole	Ensure the financial health and long-term sustainability of the City.
Vibrant and Beautiful Pinole	Facilitate a thriving community through development policies and proactive relationship building.
High Performance Pinole	Build an organization culture that is efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.



GOAL 1. SAFE AND RESILIENT PINOLE



Develop and communicate community resilience through quality public safety service delivery, property maintenance policies and practices, and disciplined investment in community assets.

STRATEGIES

1. Conduct a citywide asset condition assessment.
2. Update the emergency preparedness and response plan (including results of the facilities and equipment assessment).
3. Explore restoring the community emergency response team (CERT) program and conducting annual tabletop exercises and community drills.
4. Review, prioritize, and implement as appropriate the 2019 fire service study recommendations.



GOAL 2. FINANCIALLY STABLE PINOLE



Ensure the financial health and long-term sustainability of the City.

STRATEGIES

1. Develop a long-term financial plan (LTFP) and use it to guide budget and financial decisions (including policies regarding reserves and management of liabilities).
2. Conduct a comprehensive fee study to ensure cost recovery of current and potential service fees. (Evaluate implementing an online payment platform.)
3. Establish a program to evaluate grant opportunities and capacity.
4. Explore an array of revenue generation opportunities to recover costs.
5. Develop a disciplined approach to funding infrastructure maintenance and improvements.



GOAL 3. VIBRANT AND BEAUTIFUL PINOLE



Facilitate a thriving community through development policies and proactive relationship building.

STRATEGIES

1. Update the General Plan and Three Corridors Specific Plan.
2. Develop/create a comprehensive strategy to encourage streamlining the rehabilitation and re-use of undeveloped or under-developed properties.
3. Partner with regional for- and non-profit housing organizations to provide an array of housing options consistent with community income levels.
4. Develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region (including gateway and wayfinding signage as well as branding).
5. Partner regionally to improve and enhance transportation circulation, including public transit, cars, bikes, and pedestrians.
6. Conduct a review and update of the City's code enforcement and property maintenance programs with a focus on increased beautification efforts and investment in community amenities, business districts, and nuisance abatement.



GOAL 4. HIGH PERFORMANCE PINOLE



Build an organization culture that is efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.

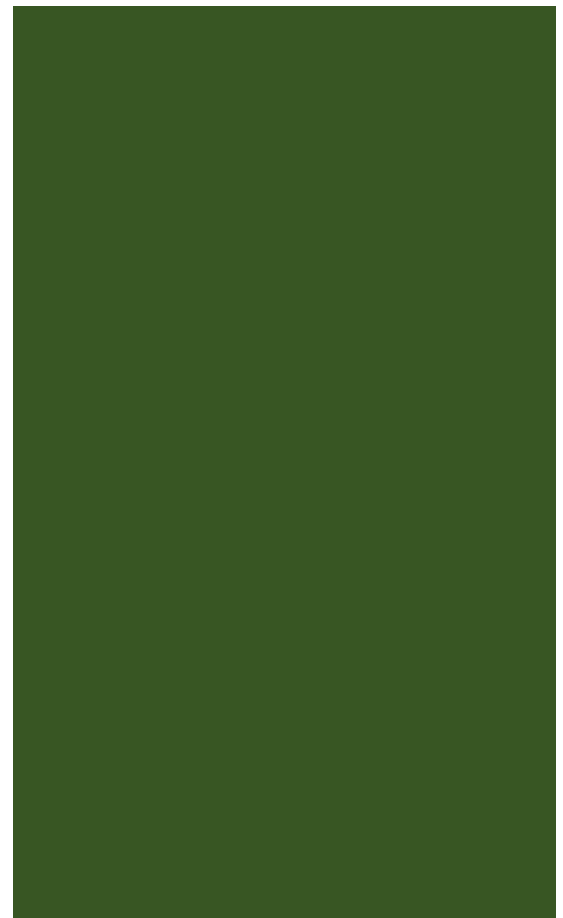
STRATEGIES

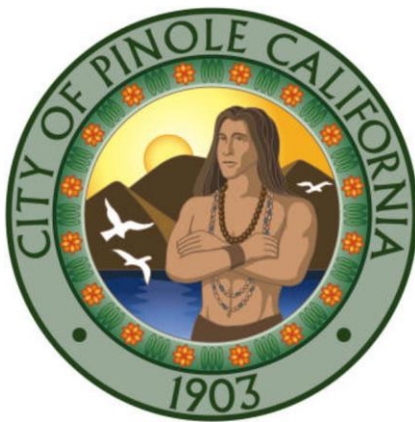
1. Develop an employee attraction, retention and development plan.
 - a. Analyze the City's classification and compensation system and update as needed.
2. Conduct a citywide organization review to optimize efficiencies.
3. Review citywide implementation of best practices and improve processes.
4. Develop a strategic communication plan (i.e., public information officer, messaging, marketing, technical implementation).
5. Develop a public engagement plan.
 - a. Develop policies and practices that provide a framework for diverse community members to connect, interact, and proactively participate.
 - b. Explore opportunities for meaningful youth participation in city and community life.
 - c. Develop a robust volunteer and internship program.
6. Develop a comprehensive information technology Strategic Plan.
7. Develop an interagency legislative advocacy program.





As described earlier, the Strategic Plan is accompanied by an implementation action plan that sets forth timelines and staff assignments. Progress reports will be provided periodically throughout the year to the City Council. Community members are encouraged to attend City Council meetings to learn more.





PINOLE, CA 94564
(510)724-9826





City of Pinole
Strategic Plan 2020 – 2025
Implementation Action Plan

August 2020

City of Pinole Strategic Plan 2020 – 2025 Implementation Action Plan (IAP)

This Implementation Action Plan is a living document and serves as the blueprint to implement the Strategic Plan. This document is a tool that should be updated on a regular basis. Management Team members may choose to review progress on a scheduled basis, and periodically report progress to the City Council, employees, and other stakeholders. Prudent implementation requires “circling back” and fine-tuning the plan based on experience. It contains the key steps, prioritization, time frame, team, and success indicators to implement the Strategic Plan elements.

The Pinole Management Team met on June 24, 2020. The team populated the year one priorities included in this IAP.

The categories within this IAP are:

- Year to begin the strategy (Year 1, 2, 3, 4, or 5)
 - Year 1 is FY 2020-21
 - Year 2 is FY 2021-22
 - Year 3 is FY 2022-23
 - Year 4 is FY 2023-24
 - Year 5 is FY 2024-25
- Key implementation steps
- Lead staff position for the strategy
- Other team members involved for the strategy
- Whether resources (dollars or staff time) are available to complete strategy
- Success indicators and comments

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Goal 1: Safe and Resilient Pinole						
Strategy 1. Conduct a citywide asset condition assessment.	Year 1	<ul style="list-style-type: none"> Acquire asset management software - underway Complete/review inventory of all city assets (facilities, property, equipment, etc.) Conduct condition assessments Review results with Executive Team Distribute condition assessment report to staff Create Long-Term Capital Asset Management Plan and integrate with Capital Improvement Plan 	Development Services Director / City Engineer	Public Works Manager, Senior Project Manager	Yes (funding appropriated for some related expenses, but not all)	<ul style="list-style-type: none"> Establish maintenance standards Report annually on the condition of city assets Create long-term plan for capital asset management
Strategy 2. Update the emergency preparedness and response plan (including results of the facilities and equipment assessment).	Year 1	<ul style="list-style-type: none"> Review the city’s emergency preparedness and response plan Revise/update the plan based on best practices Attach the condition assessment report to the plan 	Fire Chief	Police Chief	Yes (funds in current budget for this project estimated at \$50,000)	<ul style="list-style-type: none"> Publish an updated Pinole EOP Establish tabletop schedule and track drills
Strategy 3. Explore restoring the community emergency response team (CERT) program and conducting annual tabletop exercises and community drills.	Year 3	<ul style="list-style-type: none"> Assess and document the city’s needs for the CERT program Establish and implement preferred approach (e.g., city operated, volunteer-based, partnership with other agency) Identify resources that are needed to restore the program (funding, staff, training materials, volunteers, equipment, etc.) 	Fire Chief	Police Chief	Yes	<ul style="list-style-type: none"> Inventory CERT across the City Schedule and conduct drills

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Strategy 4. Review, prioritize, and implement as appropriate the 2019 fire service study recommendations.	Year 1	<ul style="list-style-type: none"> Review the results and recommendations of the 2019 fire service study (planned for September 2020) Provide City staff recommendations to Council Identify resources needed to implement top priorities Develop an implementation action plan for the recommendations Provide updates to implementation 	Fire Chief	City Manager	Yes (resources are available to review the results and recommendations, but no funding has been appropriated to implement any service expansions)	<ul style="list-style-type: none"> Implementation of Council-approved recommendations

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Goal 2: Financially Stable Pinole						
Strategy 1. Develop a long-term financial plan (LTFP) and use it to guide budget and financial decisions (including policies regarding reserves and management of liabilities).	Year 1	<ul style="list-style-type: none"> • Create project plan to develop LTFP • Prepare 10-year financial forecast • Identify budget and organizational strategies for long-term sustainability • Engage community (education and strategies, service levels) • Engage executive team on developing plan • Based on best practices, include policies for managing the city’s reserves and liabilities • Present LTFP to Council for adoption 	Finance Director	Potential consultant support Executive Team	Yes	<ul style="list-style-type: none"> • LTFP adopted by council • Making decisions consistent with plan • Report on annual compliance with financial reserves and liabilities’ policies • Ability to live within the forecast • Update plan every two years
Strategy 2. Conduct a comprehensive fee study to ensure cost recovery of current and potential service fees. (Evaluate implementing an online payment platform.)	Year 1	<ul style="list-style-type: none"> • Collect sample fee schedules from peer agencies • Analyze cost of providing fee-based services (including completing updated overhead cost allocation plan and incorporating that data) • Calculate and document fully burdened in-house service costs for each fee • Review and update, if appropriate, the City’s financial policy on fee-based services and cost recovery • Update fees, based on the city’s cost-recovery goals • Distribute new fee schedule to staff and upload to the city’s website 	Finance Director	Executive Team	No (no funds have been appropriated for consulting services that will likely be needed to complete the strategy)	NOTES: Development Services – need nexus study first Recreation, PCTV Fire completed

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Strategy 3. Establish a program to evaluate grant opportunities and capacity.	Year 2	<ul style="list-style-type: none"> Determine organizational structure/home and process for evaluating and pursuing grant opportunities Identify priority service areas for pursuing grants Determine staff assignments Review grant application and administration best practices Develop criteria for determining whether to pursue grants Prepare annual report summarizing grants to pursue and the status of administration 	City Manager	Executive Team	Yes	<ul style="list-style-type: none"> Total dollars awarded Administration cost by percent of total grant Grant funded projects completed
Strategy 4. Explore an array of revenue generation opportunities to recover costs.	Year 2	<ul style="list-style-type: none"> Determine revenue needs to cover city expenditures (see goal 2, strategy 1) Identify options (see goal 2, strategy 1 and strategy 2) Prioritize pursuit of revenue options Determine ease of implementation Bring recommendations to Council 	Finance Director	Executive Team	Yes	<ul style="list-style-type: none"> Periodically review costs for services and the percent of costs recovered through fees and charges.
Strategy 5. Develop a disciplined approach to funding infrastructure maintenance and improvements.	Year 3	<ul style="list-style-type: none"> Create Long-Term Capital Asset Management Plan and integrate with Capital Improvement Plan 	Development Services Director / City Engineer	Finance Director	Yes	<ul style="list-style-type: none"> CIP implementation CIP gaps

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Goal 3: Vibrant and Beautiful Pinole						
Strategy 1. Update the General Plan and Three Corridors Specific Plan.	Year 1	<ul style="list-style-type: none"> Updating the Housing Element in FY 2020 – 2021 Update the residential housing design guidelines Recommend changes as needed Review updates with the executive team Finalize updates 	Development Services Director / City Engineer		Yes (received a grant to fund the Housing Element and residential design guidelines update)	<ul style="list-style-type: none"> Adopted plan documents
Strategy 2. Develop/create a comprehensive strategy to encourage streamlining the rehabilitation and re-use of undeveloped or under-developed properties.	Year 4	<ul style="list-style-type: none"> Review current process for rehabilitating and re-using undeveloped or underdeveloped properties Identify and remove process delays and steps that lack value Update city policies as needed 	Development Services Director / City Engineer and Assistant City Manager		Yes	<ul style="list-style-type: none"> Track redevelopment and reuse timeframes
Strategy 3. Partner with regional for- and non-profit housing organizations to provide an array of housing options consistent with community income levels.	Year 1	<ul style="list-style-type: none"> Identify and meet with potential partner housing organizations Collaborate on developing housing units, both through financial assistance and zoning requirements, consistent with state and regional targets Work closely with neighborhoods to vet housing proposals and plan to construction to ensure consistency with neighborhood character. 	Development Services Director / City Engineer and Assistant City Manager		Yes (staff is available to work on this strategy, but the City has limited financial resources to contribute toward the construction of new housing)	<ul style="list-style-type: none"> Track the number of new housing partners Track the number of housing units created

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
<p>Strategy 4. Develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region (including gateway and wayfinding signage as well as branding).</p>	<p>Year 1</p>	<ul style="list-style-type: none"> Identify the city’s economic development lead staff person Create project plan to create economic development strategy Identify the city’s economic development goals with City Council and potential subcommittee with key partners (including funding resources that will be needed to achieve each economic development goal and strategy) Document strategies related to each goal Specify ways to enhance the city’s signage and branding 	<p>Assistant City Manager</p>	<p>City Manager, Development Services Director / City Engineer, and Planning Manager</p>	<p>Yes (staff is available to work on this strategy, but no funds have been appropriated for consulting services that might be needed to complete the strategy)</p>	<ul style="list-style-type: none"> Track tax dollars Track square footage of business industry by type
<p>Strategy 5. Partner regionally to improve and enhance transportation circulation, including public transit, cars, bikes, and pedestrians.</p>	<p>Year 2</p>	<ul style="list-style-type: none"> Cultivate and actively engage partnerships on bike and ped planning activities Identify the City’s transportation circulation goals and review and update City transportation and circulation plans as needed Determine how regional partners can assist with improvement - MTC, WCCTAC and WESTCAT Evaluate the effectiveness of these partnerships Make adjustments as needed 	<p>Development Services Director / City Engineer</p>		<p>Yes</p>	<p>Actively involved with WCCTAC</p>

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Strategy 6. Conduct a review and update of the City’s code enforcement and property maintenance programs with a focus on increased beautification efforts and investment in community amenities, business districts, and nuisance abatement.	Year 1	<ul style="list-style-type: none"> Review the city’s code enforcement and property maintenance programs Develop recommendations including proactive enforcement based on Council priorities Prioritize the rental property maintenance program and inspection process Review recommended updates with the executive team Finalize updates Communicate updates to staff and the public 	Planning Manager	City Attorney	Yes (new FTE approved by Council in FY 2019-2020)	<ul style="list-style-type: none"> Track complaints Track number of blighted properties improved Develop and track business district condition inventories Timeframe to open and close a case (determine metric and close cases in a timely fashion)

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Goal 4. High Performance Pinole						
Strategy 1. Develop an employee attraction, retention, and development plan. <ul style="list-style-type: none"> a. Analyze the City’s classification and compensation system and update as needed. 	Year 1	<ul style="list-style-type: none"> • Create project plan to create employee attraction, retention, and development plan • Consider incorporation of succession planning component • Document the city’s goals for employee attraction, retention, and development • Identify strategies to attract and retain talent • Identify what works in departments • Develop key performance indicators to track success • Monitor and report on results • Conduct a citywide classification and compensation study • Identify compensation improvements and prioritize recommendations • Evaluate compensation recommendations against the LTFP 	Human Resources Director	Executive Team	Yes	<ul style="list-style-type: none"> • Workforce satisfaction and productivity

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Strategy 2. Conduct a citywide organization review to optimize efficiencies.	Year 1	<ul style="list-style-type: none"> • Solicit proposals from qualified consultants • Conduct a citywide organizational review • Analyze organizational structure, breadth of City activities, staffing and resource levels, and span of control • Identify opportunities to streamline operations, and optimize efficiency and effectiveness • Distribute results to staff • Prioritize recommendations • Implement changes 	City Manager	Consultant	No (no funds have been appropriated for consulting services that will likely be needed to complete the strategy)	<ul style="list-style-type: none"> • Implement recommended changes
Strategy 3. Review citywide implementation of best practices and improve processes.	Year 2	<ul style="list-style-type: none"> • Establish framework through which all City activities and each department’s policies, procedures, and services are reviewed on a recurring basis relative to best practices and improvement opportunities • Identify and prioritize policies and procedures to review and update (dept/citywide) 	City Manager	Executive Team	Yes	<ul style="list-style-type: none"> • Document and track efficiencies • Ongoing – touches all areas (i.e. personnel rules). Share and report on updates as occurs.

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Strategy 4. Develop a strategic communication plan (i.e., public information officer, messaging, marketing, technical implementation).	Year 1	<ul style="list-style-type: none"> Define the purpose and goals of a communication plan Assign staff to create communication plan Solicit input from key stakeholder groups (internal and external) Create draft plan and review the plan with city leadership Adopt the plan Distribute the plan to city staff 	City Manager	Development Services Director / City Engineer’s team and an analyst (PD to implement plan to start)	Yes	<ul style="list-style-type: none"> Track “good” news stories Survey the community about their knowledge City information
Strategy 5. Develop a public engagement plan a. Develop policies and practices that provide a framework for diverse community members to connect, interact, and proactively participate. b. Explore opportunities for meaningful youth participation in city and community life. c. Develop a robust volunteer and internship program.	Year 1	<ul style="list-style-type: none"> Create project plan to create engagement plan Review existing tools and engagement practices Establish a policy adopting public engagement principles Develop a volunteer and youth engagement approach Implement engagement across the organization based on the principles 	City Manager	City Clerk	Yes	<ul style="list-style-type: none"> Track number of participants and hours of public engagement annually.

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Strategy 6. Develop a comprehensive information technology Strategic Plan.	Year 1	<ul style="list-style-type: none"> Assess the city’s current use of technology Obtain feedback from city staff about technology needs (through surveys, focus groups, etc.) List the most critical challenges facing the city, to determine technological priorities Research possible solutions and associated costs for each priority Document priorities, solutions (both products to purchase and services to outsource), and costs Review the technology plan with staff 	Assistant City Manager	IT service providers	Yes	<ul style="list-style-type: none"> Implementation of IT Plan recommendations (Note: Plan will have a 3-5-year timeframe)
Strategy 7. Develop an interagency legislative advocacy program.	Year 2	<ul style="list-style-type: none"> Identify the City’s legislative policy goals on an annual basis Work with a lobbyist and implement legislative priorities consistent with the City’s interests and Strategic Plan Monitor results 	City Manager		Yes	<ul style="list-style-type: none"> Track legislation opposed and supported annually.



CITY COUNCIL REPORT

10A

DATE: AUGUST 18, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID HANHAM, PLANNING MANAGER

SUBJECT: DETERMINATION OF PUBLIC CONVENIENCE OR NECESSITY (PCN) FOR EAST BAY COFFEE COMPANY AT 2529 SAN PABLO AVENUE (CUP 20-03)

RECOMMENDATION

City staff recommends that the City Council adopt a resolution approving a determination of Public Convenience or Necessity for East Bay Coffee Company's proposed alcohol sales (on-site sales of beer and wine) to be located at 2529 San Pablo Avenue.

BACKGROUND

William Ancira on behalf of East Bay Coffee Company has requested City approval of a "Finding of Public Convenience or Necessity" in such that it can request a Conditional Use Permit (CUP 20-03) to sell beer and wine for on-site consumption for their outdoor dining patio located at 2529 San Pablo Avenue. Currently, the East Bay Coffee Company has a Type 41 License to sell beer and wine in the interior of the dining establishment that was approved by the Planning Commission in 2017. Generally, alcoholic beverage licenses do not distinguish between outdoor and indoor sales. However, when East Bay Coffee's existing alcohol license was issued in 2017, the business' outdoor area was on a separate legal parcel from the indoor space. For this reason, the outdoor area is not covered by the existing license.

The State Department of Alcoholic Beverage Control (ABC) enforces the licensing of alcoholic retailers regulated by State Law under Section 23958 of the Business and Professions Code. On-site sale Type 41 alcohol sales licenses allow for the retail sales of beer and wine at an eating establishment. In order to sell beer and wine at a restaurant, or an outdoor patio, a business must apply to ABC for a Type 41 license and obtain a conditional use permit from the City.

When a business establishment applies for a new or different on-site sales license, ABC determines if there is an "undue concentration" of licenses in a particular Census Tract. The State relies on a ratio of on-sale retail licenses to population in the census tract to determine if an area is over concentrated. In this case, ABC considers an

“undue concentration” or overconcentration to be present if there are more than five (5) on-site sale Type 41 licenses within Census tract 3591.03. The East Bay Coffee Company coffee house would be the ninth establishment with active on-site alcohol sales and consumption in an already over-concentrated Census Tract according to ABC.

According to ABC, there are currently ten existing active on-site alcohol sales licenses in Census Tract 3591.03 including East Bay Coffee Company. Census Tract 3591.03 includes the portion of Pinole north of Interstate 80 and east of Appian Way. The table below includes a complete list of existing businesses with on-site alcohol sales licenses within Census Tract 3591.03 as of May 2017.

**Census Tract 3591.03
Pinole On Site
Retail Alcohol Sales Establishments**

Business Establishment	Location	License Type
AMF Pinole Valley Lanes	1580 Pinole Valley Lanes	On-site, full alcohol
Pinole Creek Cafe	2454 San Pablo Avenue	On-site, full alcohol
Pear Street Bistro	2395 San Pablo Avenue	On-site, full alcohol
Tina’s Place	2300 San Pablo Avenue	On-site, full alcohol
Antlers Tavern	2284 San Pablo Avenue	On-site, full alcohol
King Valley	795 Fernandez Avenue	On-site, beer and wine
Nuguna	2400 San Pablo Avenue	On-site, beer and wine
China House Restaurant	1971 San Pablo Avenue	On-site, beer and wine
Bear Claw Restaurant/Café	2340 San Pablo Avenue	On-Site beer and wine

Source: State Department of Alcoholic Beverage Control, August 4, 2020.

Once an “undue concentration” is identified by ABC, the local governing body may make a determination of “public convenience or necessity.” Jurisdictions may choose to allow additional alcohol sales establishments in an area where there is an overconcentration by determining “public convenience or necessity” (PCN).

Chapter 17.59 of the Municipal Code designates the City Council as the approving authority for a PCN request and requires a PCN determination as a prerequisite for Planning Commission consideration of a use permit for alcohol sales. Should the City Council decide not to approve a determination of PCN, East Bay Coffee Company will not be eligible to obtain a Type 41 alcohol sales license through ABC for its proposed outdoor patio location within Census Tract 3591.03.

East Bay Coffee Company representatives have stated that beer and wine sales will enable them to offer a more complete dining experience including soups, salads, and sandwiches and provide greater convenience for customers seeking alcoholic beverages with their meal as is available at several nearby restaurants. Proposed beer

and wine consumption would be allowed both inside the restaurant and patio outside the coffee shop.

East Bay Coffee recently applied for a modification to its existing use permit to allow outdoor dining on its patio. The Planning Commission approved the use permit for outdoor dining at its July 27, 2020 meeting by a 5-0 vote (with two absences/recusals). If the City Council approves the PCN determination, East Bay Coffee will require another modification of its use permit to allow outdoor alcohol sales on its patio. The Planning Commission will consider that modification, and impose any necessary conditions. The Planning Commission's decision regarding the use permit can be appealed to the City Council. The use permit, rather than the PCN, is the appropriate approval on which to place any conditions.

When the City Council previously considered outdoor dining for Easy Bay Coffee on July 18, 2017, the City Council expressed concerns about allowing any outdoor dining on the premises, with or without the alcohol sales. Since that time, East Bay Coffee has been in business for the last 3 years without any significant issues and is a major business in the Old-Town Pinole area.

REVIEW AND ANALYSIS

Section 17.59030 (B) of the Pinole Municipal Code includes five required findings that must be satisfied in order to make a PCN determination. Staff has prepared findings based on a proposed project description, as well as, the proposed cafe and outdoor patio plans and related security measures at East Bay Coffee café, which are discussed below and included within the draft resolution (see Attachment A).

- 1. The proposed establishment with alcohol sales will promote the City's economic health consistent with the General Plan and any applicable Specific Plan policies to further zoning district purposes.***

East Bay Coffee Company currently occupies the ground floor of the mixed-use building 2529 San Pablo Avenue, which includes an approximately 2,500 gross square foot coffee house in the approximately 4,225 square foot building that includes two dwelling units on the second floor. Enabling East Bay Coffee Company to sell beer and wine on their patio located at 2529 San Pablo Avenue, Suite 1 to help establish a new dining establishment is consistent with the General Plan Old Town Sub-area Land Use designation and Commercial Mixed Use (CMU) zoning within the Three Corridors Specific Plan for this property.

The Old Town Sub-Area General Plan designation is intended to maintain and enhance the residential, commercial and mixed use character, scale, and style of Old Town Pinole by allowing many types of commercial and residential uses as either a single use or in combination with other allowable commercial and residential uses. The existing restaurant is an allowable use located near existing Old Town residents

and provides an attractive dining and entertainment option which helps serve nearby residents and workers. The restaurant also helps attract visitors to the area.

Goal LU.7 of the Land Use and Economic Development Element calls for encouraging commercial development which provides services for residents and broadens the tax base of the community to provide needed revenue for public services. The sales of beer and wine expands the available services in Old Town Pinole generally and at East Bay Coffee Company specifically and will broaden the City's tax bases by generating sales tax revenue at this retail business location.

The purpose of the CMU Zoning District is to designate property for vibrant commercial and mixed-use development and to provide for the integration of retail and service commercial uses with office and/or residential uses. The patio is located adjacent to the main dining room as well as has a small cantina for patrons that is centrally located near public parking lots, civic facilities, and a range of businesses and housing options. The ground floor business helps to encourage foot traffic in this historic mixed-use area which activates the area and expands the existing range of dining establishments.

2. *The economic benefits associated with the establishment could not reasonably be achieved without the proposed alcohol sales.*

Sit down cafes as well as outdoor seating has become a mainstay within the restaurant community, and more café/restaurant businesses are moving outside. Several nearby sit-down restaurants in the area currently provide beer and wine with meals. Alcohol sales that are provided consistent with local and State requirements can provide a safe and pleasurable accompaniment to a variety of meals. The inclusion of beer and wine sales would enable this existing cafe to compete more effectively with nearby restaurants that currently offer beer and wine on their menus. East Bay Coffee Company employs approximately 15 individuals and the operator believes the addition of beer and wine is important for long-term business success.

3. *The applicant has not operated a licensed establishment, which has been the subject of verified complaints or violations regarding alcohol, public safety or nuisance statutes or regulations.*

The owner and operator of the East Bay Coffee Company cafe has not been the subject of verified complaints or violations involving public safety concerns or nuisance statutes. In addition, the operator of the existing café will complete the State Department of Alcoholic Beverage Control's Alcohol Seller/Server Training Program, as required.

4. *The Police Department has reported that the proposed establishment would not be expected to add to crime in the area.*

The Police Department has reported that the sale of beer and wine would not be expected to add crime in the area and has not raised any objections to the East Bay Coffee Company's request.

5. *Alcoholic beverages sold by the applicant are incidental to the other products available for sale at the establishment.*

The East Bay Coffee Company is proposing to offer beer and wine predominantly as an accompaniment with other menu items to expand customer choice and complement planned new food offerings. It is not envisioned to be a dominant component of the food and beverage service offered for sale.

FISCAL IMPACT

There are no adverse fiscal impacts to the City associated with this request.

ATTACHMENTS

- A. Resolution
- B: PowerPoint Presentation

RESOLUTION NO. 2020-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING A DETERMINATION OF PUBLIC CONVENIENCE OR NECESSITY FOR TYPE 41 ALCOHOL SALES INCLUDING BEER AND WINE AT THE EXISTING EAST BAY COFFEE COMPANY CAFE LOCATED AT 2529 SAN PABLO AVENUE, PINOLE, CA 94564, APN: 401-184-015

WHEREAS, the owner's of East Bay Coffee Company intend to file an application for a Type 41 on-site alcohol license with the State Department of Alcohol Beverage Control (ABC) and have filed an application for a Conditional Use Permit with the City of Pinole to allow alcohol sales for their patio including beer and wine; and

WHEREAS, pursuant to the provisions of the California Environmental Quality Act (CEQA) the project is Categorically Exempt and meets the eligibility requirements of Section 15301 of the CEQA Guidelines related to existing facilities in that the proposed use involves the operation of an existing cafe within an existing private structure and therefore no further environmental review is required; and

WHEREAS, the ABC notified the City of Pinole that an undue concentration of on-site alcohol sales licenses exist within Census Tract 3591.03; and

WHEREAS, a determination of Public Convenience or Necessity is required to allow additional on-site licenses in an over concentrated Census Tract; and

WHEREAS, The Police Department has confirmed that the sale of beer and wine is not expected to increase calls for service or crime activity at this location; and

WHEREAS, the City has considered the request for Public Convenience or Necessity, the staff report and the required associated findings pursuant to Section 17.59.030 (C) of the Pinole Municipal Code to justify a determination of Public Convenience or Necessity;

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby take the following actions:

A. Makes the following findings:

1. The proposed East Bay Coffee Company Type 41 alcohol sales will promote the City's economic health consistent with the General Plan and any applicable Specific Plan policies to further Commercial Mixed-Use Zoning District purposes;

2. The economic benefits associated with the East Bay Coffee Company Type 41 alcohol sales could not reasonably be achieved without the proposed alcohol sales;
 3. The applicant has not operated a licensed establishment, which has been the subject of verified complaints or violations regarding alcohol, public safety or nuisance statues or regulations;
 4. The Police Department has reported that the proposed beer and wine sales at the existing establishment would not be expected to add to crime in the area; and
 5. Alcoholic beverages sold by the applicant are incidental to the other products available for sale at the establishment located at 2529 San Pablo Avenue.
- B. Affirms a determination of Public Convenience or Necessity to support a Type 41 alcohol sales license request for on-site beer and wine sales at the East Bay Coffee Company cafe located at 2529 San Pablo Avenue and as a prerequisite to obtaining a Conditional Use Permit as required by Chapter 17.59 of the Pinole Municipal Code.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 18th day of August 2020 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on adopted on this 18th day of August 2020

Heather Iopu
City Clerk

3569955.1



East Bay Coffee Company
Alcohol Sales Public
Convenience or Necessity
Finding

City Council Meeting August 18, 2020

Purpose

Review a request for an on-site alcohol sales for Public Convenience or Necessity (PCN) Determination from East Bay Coffee Company (EBCC) for their outdoor patio.

Background

- April 2013 CUP approved for amplified music and live entertainment at EBCC within approx. 2,500 sq. ft cafe
- July 18, 2017 the City Council approved a PCN for the café/restaurant portion of the business.
- July 27, 2020 the Planning Commission approved an amendment to Conditional Use Permit 17-03 to allow for Outdoor Dining at their current location 2529 San Pablo Ave

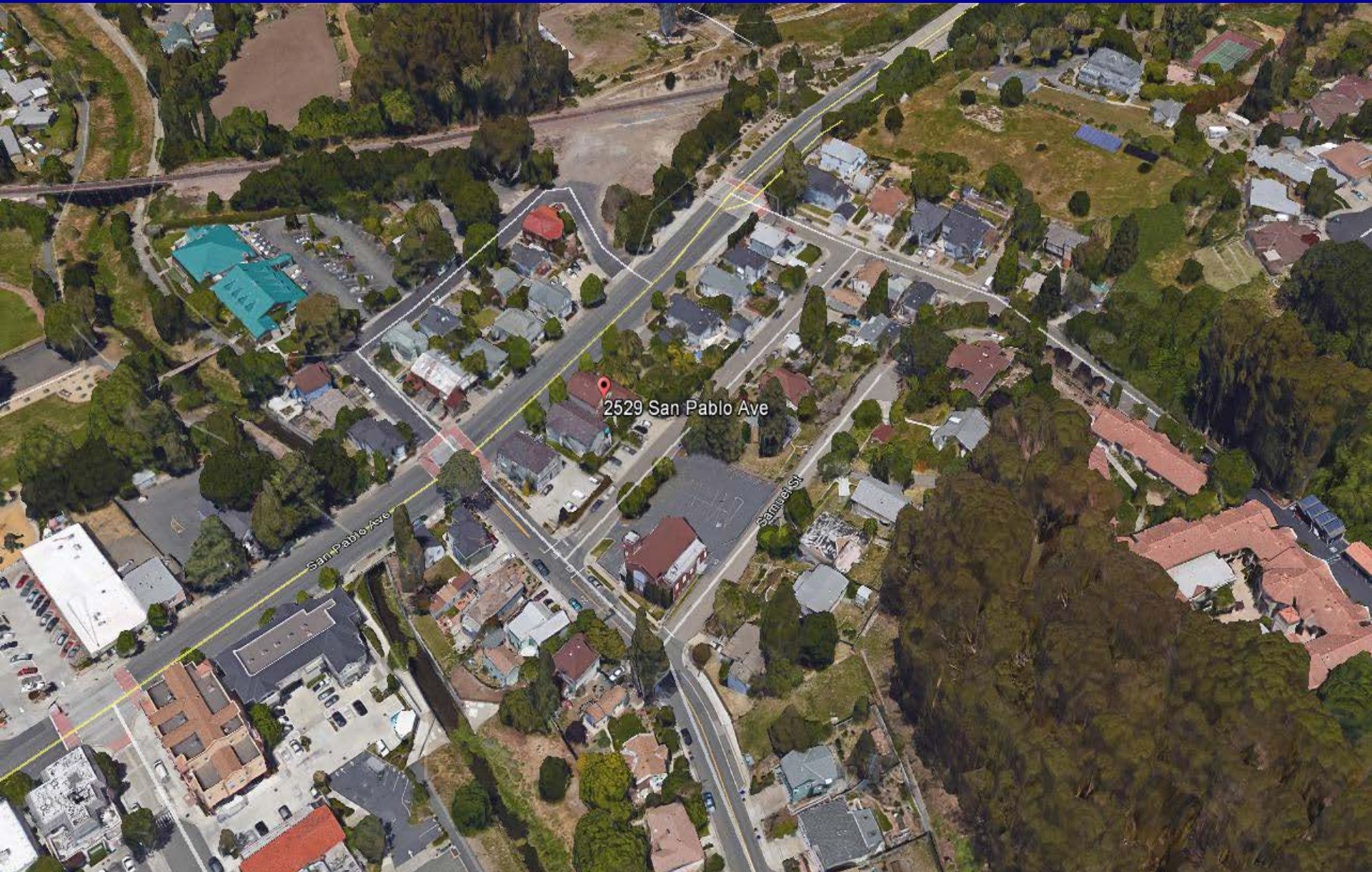
Background Continued

- May 27, 2020 East Bay Coffee submitted an application for alcohol sales on their Patio located on 2529 San Pablo Ave
- August 18, 2020, the City Council will be hearing East Bay Coffee Company request to sale alcohol on their patio.

Approving Authority

- City Municipal Code (Chapter 17.59) designates the City Council as the approving authority for a PCN request
- PCN determination is prerequisite for Planning Commission consideration of a use permit request for alcohol sales
- No PCN determination then no alcohol sales allowed

Project Location Aerial View

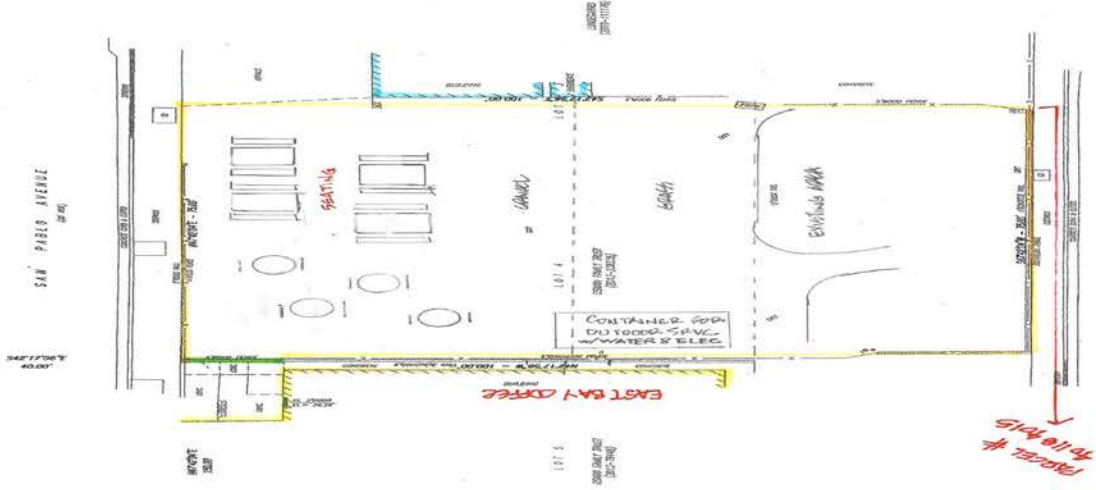


View Looking Southwest



Outdoor Dining Layout

DATE: 10/11/18
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT: [Signature]
 SHEET NO: 1001



6' PRIVACY FENCE EXAMPLE



- 1. FENCE - SEE EXAMPLE
- 2. ACCESS to DISCONTINUATIONS
- 3. EAST BAY DRIVE
- 4. LANDSCAPING (ALREADY DONE)



DATE	10/11/18
SCALE	AS SHOWN
PROJECT	OUTDOOR DINING
CLIENT	[Signature]
DESIGNER	[Signature]
REVISIONS	

MASTER SHIRO & REI, INC.
 LAND SURVEYORS - CIVIL ENGINEERS
 1000 S. GATEWAY BLVD.
 SUITE 100, SAN JOSE, CA 95128
 PHONE: (408) 253-1000 FAX: (408) 253-1001
 E-MAIL: info@shirorei.com

Parcel # [Signature]

Five Required Findings

1. Establishment with alcohol sales will promote City's economic health
2. Economic benefits associated with the establishment could not reasonably be achieved without the proposed alcohol sales
3. Applicant has not operated a licensed establishment subject to verified complaints or violations regarding alcohol, public safety or nuisance statutes or regulations

Required Findings cont.

4. The Police Department has reported that the proposed establishment would not be expected to add to crime in the area
5. Alcoholic beverages sold by the applicant are incidental to the other products available for sale at the establishment

Environmental Review

- The project meets the eligibility requirements of CEQA Guidelines Section 15301 that exempts existing facilities in that the proposed use involves the operation of an existing cafe within an existing structure with a negligible physical expansion into an existing patio area of approximately 1,300 sq. ft on the same property

Recommendation

That the Council adopt a resolution approving a determination of Public Convenience or Necessity for East Bay Coffee's proposed on site beer and wine sales for their patio.

Questions?



CITY COUNCIL REPORT

10B

DATE **AUGUST 18, 2020**

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **ANDREW MURRAY, CITY MANAGER**

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MANAGEMENT PARTNERS TO CONDUCT A CITYWIDE ORGANIZATIONAL ASSESSMENT

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an agreement with Management Partners to conduct a citywide organizational assessment.

BACKGROUND

In February 2020, the City Council adopted the City of Pinole Strategic Plan 2020 – 2025 (attached). The Strategic Plan Implementation Action Plan (IAP) (attached) identifies the timeline and method upon which each of the Strategic Plan's 22 individual strategies will be completed. One of the key strategies under the goal High Performance Pinole is to conduct a citywide organization review. An organization review, also referred to as an organization scan or organizational assessment, is an analysis of an organization's structure and resource allocation to determine whether it is optimally organized and resourced to effectively and efficiently achieve the City's core functions and top priorities. The IAP envisions hiring a consulting firm with expertise in organizational assessment to complete this strategy for the City.

REVIEW & ANALYSIS

As noted above, the IAP envisions hiring a consulting firm with expertise in organizational assessment to complete this strategy for the City. The consulting firm Management Partners facilitated the City's recently completed strategic planning process. While conducting that work, the firm developed a strong understanding of the City's organizational structure, resources allocation, and priorities. The firm also has deep expertise in organizational assessment. Based on the firm's familiarity with the City and expertise in organizational assessment, City staff recommends that the City engage Management Partners to conduct the organizational assessment required by the IAP. City staff has prepared a professional services agreement incorporating a proposal received from Management Partners for this work (attached).

FISCAL IMPACT

In order to fund the work to be performed in the proposed agreement, the City Council would need to appropriate \$27,900 from unassigned General Fund fund balance.

ATTACHMENTS

- A. Resolution
- B. City of Pinole Strategic Plan 2020 – 2025
- C. Strategic Plan 2020 – 2025 Implementation Action Plan
- D. Agreement

ATTACHMENT A

RESOLUTION NO. 2020-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MANAGEMENT PARTNERS TO CONDUCT A CITYWIDE ORGANIZATIONAL ASSESSMENT

WHEREAS, in February 2020, the City Council adopted the City of Pinole Strategic Plan 2020 – 2025; and

WHEREAS, the Strategic Plan Implementation Action Plan (IAP) identifies the timeline and method upon which each of the Strategic Plan's 22 individual strategies will be completed; and

WHEREAS, one of the key strategies under the goal High Performance Pinole is to conduct a citywide organization review; and

WHEREAS, the IAP envisions hiring a consulting firm with expertise in organizational assessment to complete this strategy for the City; and

WHEREAS, the consulting firm Management Partners facilitated the City's strategic planning process and developed a strong understanding of the City's organizational structure, resources allocation, and priorities; and

WHEREAS, the firm also has deep expertise in organizational assessment; and

WHEREAS, based on the firm's familiarity with the City and expertise in organizational assessment, City staff recommends that the City engage Management Partners to conduct the organizational assessment required by the IAP; and

WHEREAS, City staff has prepared a professional services agreement, attached hereto as Exhibit 1, incorporating a proposal received from Management Partners for this work;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby authorize the City Manager to execute the agreement and appropriate \$27,900 from unassigned General Fund fund balance for this work.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 18th day of August 2020 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Pinole City Council
Resolution No. 2017-__
Page ____

ABSTAIN: COUNCILMEMBERS:

Heather Iopu, CMC
City Clerk

City of Pinole Strategic Plan 2020 – 2025



Vision
Mission
Goals
Strategies



February
2020



Prepared for the City of Pinole by Management Partners



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Introduction

The City of Pinole Strategic Plan 2020 – 2025 expresses the City's vision, mission, goals, and strategies for the next five years. It was developed through an extensive research and engagement process led by Management Partners, described in detail below, that began in June 2019.

The vision, mission, goals, and strategies are based on the information and perspectives provided by Pinole's community members, appointed officials, staff, and the City Council.

The vision is our aspiration for the future. The mission is the City organization's statement of purpose. The goals are the main objectives that need to be achieved in order to obtain the vision. Each goal contains a list of specific strategies (deliverables). Following City Council approval of the Strategic Plan, staff will develop an implementation action plan to assign responsibility and timelines for completion of the strategies.

The City would like to thank all of the stakeholders that participated in the development of the Strategic Plan, and encourage everyone to remain engaged with the Strategic Plan by monitoring the City's progress and celebrating the results we achieve and deliver together.



City of Pinole Leadership

City Council



Roy Swearingen
Mayor



Norma Martinez-Rubin
Mayor Pro Tem



Pete Murray
Council Member



Vincent Salimi
Council Member



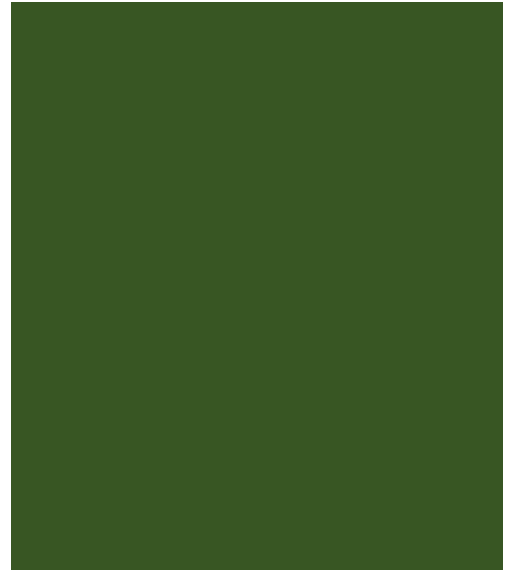
Anthony L. Tave
Council Member

Executive Team

- Andrew Murray, City Manager
- Hector De La Rosa, Assistant City Manager
- Eric Casher, City Attorney
- Neil Gang, Police Chief
- Heather Iopu, City Clerk
- Andrea Miller, Finance Director
- Tamara Miller, Development Services Director / City Engineer
- Chris Wynkoop, Fire Chief



Strategic Plan Process and Themes



BENEFITS OF STRATEGIC PLANNING

The City of Pinole's **Strategic Plan** contains a vision, mission, goals, and strategies. Strategic planning helps a community identify its highest priority interests, articulates a vision of the future, and clearly communicates the City's direction amidst competing demands. Moreover, the plan provides a framework for reporting progress on how the City is achieving its vision through defined goals.

PLAN DESIGN APPROACH

Community Engagement

A public engagement plan was developed to gather input from a cross-section of elected and appointed officials along with community members. In each engagement event, participants were invited to share their aspirations for the community and insights about Pinole's accomplishments, challenges, and opportunities. The public input opportunities that informed the Strategic Plan included the following:

- **City Council Workshop:** *On June 27, 2019, the City Council and City Manager participated in a one-day workshop and identified key community priorities as well as their vision for the future.*
- **Boards and Commissions Focus Group:** *On August 26, 2019, 11 members, representing the City of Pinole Planning Commission, Community Services Commission, and Traffic and Pedestrian Safety Committee, shared their perspectives about strengths, challenges, and opportunities of the City.*



- **Community Meetings:** *Members of the community were invited to identify community strengths, challenges, and opportunities in four separate meetings. A total of 57 community members attended meetings held at four separate locations across the city and at four different times on September 25 and October 7, 2019.*
- **Departmental Questionnaire and Meeting:** *Each City department provided responses to a questionnaire that focused on identification of current City projects and future needs. The executive team met on October 30, 2019 to review the engagement results and discuss key community trends in preparation for the Council workshop in January 2020.*
- **Strategic Plan Workshop:** *The Council held a Strategic Plan workshop on January 25, 2019. The City Council reviewed a summary of all public engagement input and key community trends presented in an environmental scan. Following a review of the information, the Council developed the vision, mission, goals and strategies contained in this document.*

Community Engagement Themes

Community members indicated that they value Pinole's strong sense of community, good school system, ethic of citizen involvement, location, open space, and small-town feel. Community members also expressed interest in seeing improvements to the following:

- Consistent communication with community members,
- Community engagement opportunities,
- Emergency preparedness,
- Fiscal stewardship and sustainability,
- Long range capital planning and maintenance of current assets,
- Neighborhood beautification efforts,
- Economic development and downtown redevelopment,
- Regional and legislative partnerships, and
- Employee attraction, retention, and development.

Environmental Scan

The Strategic Plan was also informed by an environmental scan. The scan included a summary of Pinole's demographic and community trends. The scan also provided an overview of recent patterns in housing, public safety, development, transportation, and traffic congestion. The scan included information about the City's current and future financial forecasts. The impacts of climate change were also discussed along with a review of overall community resilience.



Vision



The vision statement is an aspiration for the future.

It is a statement of where the community is going.

“Pinole is a safe, vibrant, and innovative community with small town charm and a high quality of life.”



Mission



A mission is a statement of the purpose of the organization.

It fundamentally defines what the organization stands for and what it will do.

“Pinole will be efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.”



Pinole's Goals

The Strategic Plan contains four goals. The goals, along with their definition statement, are listed below.

Safe and Resilient Pinole	Develop and communicate community resilience through quality public safety service delivery, property maintenance policies and practices, and disciplined investment in community assets.
Financially Stable Pinole	Ensure the financial health and long-term sustainability of the City.
Vibrant and Beautiful Pinole	Facilitate a thriving community through development policies and proactive relationship building.
High Performance Pinole	Build an organization culture that is efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.



GOAL 1. SAFE AND RESILIENT PINOLE



Develop and communicate community resilience through quality public safety service delivery, property maintenance policies and practices, and disciplined investment in community assets.

STRATEGIES

1. Conduct a citywide asset condition assessment.
2. Update the emergency preparedness and response plan (including results of the facilities and equipment assessment).
3. Explore restoring the community emergency response team (CERT) program and conducting annual tabletop exercises and community drills.
4. Review, prioritize, and implement as appropriate the 2019 fire service study recommendations.



GOAL 2. FINANCIALLY STABLE PINOLE



Ensure the financial health and long-term sustainability of the City.

STRATEGIES

1. Develop a long-term financial plan (LTFP) and use it to guide budget and financial decisions (including policies regarding reserves and management of liabilities).
2. Conduct a comprehensive fee study to ensure cost recovery of current and potential service fees. (Evaluate implementing an online payment platform.)
3. Establish a program to evaluate grant opportunities and capacity.
4. Explore an array of revenue generation opportunities to recover costs.
5. Develop a disciplined approach to funding infrastructure maintenance and improvements.



GOAL 3. VIBRANT AND BEAUTIFUL PINOLE



Facilitate a thriving community through development policies and proactive relationship building.

STRATEGIES

1. Update the General Plan and Three Corridors Specific Plan.
2. Develop/create a comprehensive strategy to encourage streamlining the rehabilitation and re-use of undeveloped or under-developed properties.
3. Partner with regional for- and non-profit housing organizations to provide an array of housing options consistent with community income levels.
4. Develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region (including gateway and wayfinding signage as well as branding).
5. Partner regionally to improve and enhance transportation circulation, including public transit, cars, bikes, and pedestrians.
6. Conduct a review and update of the City's code enforcement and property maintenance programs with a focus on increased beautification efforts and investment in community amenities, business districts, and nuisance abatement.



GOAL 4. HIGH PERFORMANCE PINOLE



Build an organization culture that is efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.

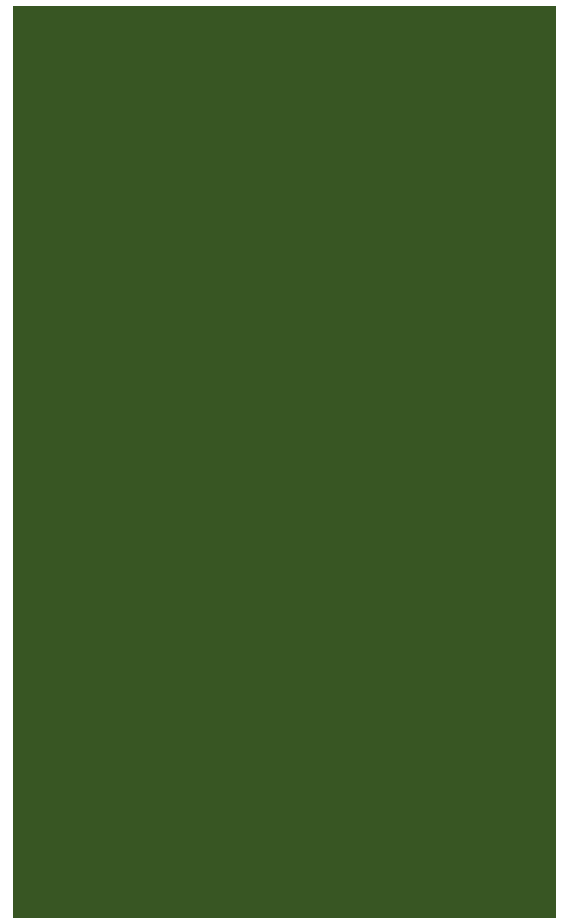
STRATEGIES

1. Develop an employee attraction, retention and development plan.
 - a. Analyze the City's classification and compensation system and update as needed.
2. Conduct a citywide organization review to optimize efficiencies.
3. Review citywide implementation of best practices and improve processes.
4. Develop a strategic communication plan (i.e., public information officer, messaging, marketing, technical implementation).
5. Develop a public engagement plan.
 - a. Develop policies and practices that provide a framework for diverse community members to connect, interact, and proactively participate.
 - b. Explore opportunities for meaningful youth participation in city and community life.
 - c. Develop a robust volunteer and internship program.
6. Develop a comprehensive information technology Strategic Plan.
7. Develop an interagency legislative advocacy program.





As described earlier, the Strategic Plan is accompanied by an implementation action plan that sets forth timelines and staff assignments. Progress reports will be provided periodically throughout the year to the City Council. Community members are encouraged to attend City Council meetings to learn more.





PINOLE, CA 94564
(510)724-9826





City of Pinole
Strategic Plan 2020 – 2025
Implementation Action Plan

August 2020

City of Pinole Strategic Plan 2020 – 2025 Implementation Action Plan (IAP)

This Implementation Action Plan is a living document and serves as the blueprint to implement the Strategic Plan. This document is a tool that should be updated on a regular basis. Management Team members may choose to review progress on a scheduled basis, and periodically report progress to the City Council, employees, and other stakeholders. Prudent implementation requires “circling back” and fine-tuning the plan based on experience. It contains the key steps, prioritization, time frame, team, and success indicators to implement the Strategic Plan elements.

The Pinole Management Team met on June 24, 2020. The team populated the year one priorities included in this IAP.

The categories within this IAP are:

- Year to begin the strategy (Year 1, 2, 3, 4, or 5)
 - Year 1 is FY 2020-21
 - Year 2 is FY 2021-22
 - Year 3 is FY 2022-23
 - Year 4 is FY 2023-24
 - Year 5 is FY 2024-25
- Key implementation steps
- Lead staff position for the strategy
- Other team members involved for the strategy
- Whether resources (dollars or staff time) are available to complete strategy
- Success indicators and comments

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Goal 1: Safe and Resilient Pinole						
Strategy 1. Conduct a citywide asset condition assessment.	Year 1	<ul style="list-style-type: none"> Acquire asset management software - underway Complete/review inventory of all city assets (facilities, property, equipment, etc.) Conduct condition assessments Review results with Executive Team Distribute condition assessment report to staff Create Long-Term Capital Asset Management Plan and integrate with Capital Improvement Plan 	Development Services Director / City Engineer	Public Works Manager, Senior Project Manager	Yes (funding appropriated for some related expenses, but not all)	<ul style="list-style-type: none"> Establish maintenance standards Report annually on the condition of city assets Create long-term plan for capital asset management
Strategy 2. Update the emergency preparedness and response plan (including results of the facilities and equipment assessment).	Year 1	<ul style="list-style-type: none"> Review the city’s emergency preparedness and response plan Revise/update the plan based on best practices Attach the condition assessment report to the plan 	Fire Chief	Police Chief	Yes (funds in current budget for this project estimated at \$50,000)	<ul style="list-style-type: none"> Publish an updated Pinole EOP Establish tabletop schedule and track drills
Strategy 3. Explore restoring the community emergency response team (CERT) program and conducting annual tabletop exercises and community drills.	Year 3	<ul style="list-style-type: none"> Assess and document the city’s needs for the CERT program Establish and implement preferred approach (e.g., city operated, volunteer-based, partnership with other agency) Identify resources that are needed to restore the program (funding, staff, training materials, volunteers, equipment, etc.) 	Fire Chief	Police Chief	Yes	<ul style="list-style-type: none"> Inventory CERT across the City Schedule and conduct drills

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Strategy 4. Review, prioritize, and implement as appropriate the 2019 fire service study recommendations.	Year 1	<ul style="list-style-type: none"> Review the results and recommendations of the 2019 fire service study (planned for September 2020) Provide City staff recommendations to Council Identify resources needed to implement top priorities Develop an implementation action plan for the recommendations Provide updates to implementation 	Fire Chief	City Manager	Yes (resources are available to review the results and recommendations, but no funding has been appropriated to implement any service expansions)	<ul style="list-style-type: none"> Implementation of Council-approved recommendations

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Goal 2: Financially Stable Pinole						
Strategy 1. Develop a long-term financial plan (LTFP) and use it to guide budget and financial decisions (including policies regarding reserves and management of liabilities).	Year 1	<ul style="list-style-type: none"> • Create project plan to develop LTFP • Prepare 10-year financial forecast • Identify budget and organizational strategies for long-term sustainability • Engage community (education and strategies, service levels) • Engage executive team on developing plan • Based on best practices, include policies for managing the city’s reserves and liabilities • Present LTFP to Council for adoption 	Finance Director	Potential consultant support Executive Team	Yes	<ul style="list-style-type: none"> • LTFP adopted by council • Making decisions consistent with plan • Report on annual compliance with financial reserves and liabilities’ policies • Ability to live within the forecast • Update plan every two years
Strategy 2. Conduct a comprehensive fee study to ensure cost recovery of current and potential service fees. (Evaluate implementing an online payment platform.)	Year 1	<ul style="list-style-type: none"> • Collect sample fee schedules from peer agencies • Analyze cost of providing fee-based services (including completing updated overhead cost allocation plan and incorporating that data) • Calculate and document fully burdened in-house service costs for each fee • Review and update, if appropriate, the City’s financial policy on fee-based services and cost recovery • Update fees, based on the city’s cost-recovery goals • Distribute new fee schedule to staff and upload to the city’s website 	Finance Director	Executive Team	No (no funds have been appropriated for consulting services that will likely be needed to complete the strategy)	NOTES: Development Services – need nexus study first Recreation, PCTV Fire completed

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Strategy 3. Establish a program to evaluate grant opportunities and capacity.	Year 2	<ul style="list-style-type: none"> Determine organizational structure/home and process for evaluating and pursuing grant opportunities Identify priority service areas for pursuing grants Determine staff assignments Review grant application and administration best practices Develop criteria for determining whether to pursue grants Prepare annual report summarizing grants to pursue and the status of administration 	City Manager	Executive Team	Yes	<ul style="list-style-type: none"> Total dollars awarded Administration cost by percent of total grant Grant funded projects completed
Strategy 4. Explore an array of revenue generation opportunities to recover costs.	Year 2	<ul style="list-style-type: none"> Determine revenue needs to cover city expenditures (see goal 2, strategy 1) Identify options (see goal 2, strategy 1 and strategy 2) Prioritize pursuit of revenue options Determine ease of implementation Bring recommendations to Council 	Finance Director	Executive Team	Yes	<ul style="list-style-type: none"> Periodically review costs for services and the percent of costs recovered through fees and charges.
Strategy 5. Develop a disciplined approach to funding infrastructure maintenance and improvements.	Year 3	<ul style="list-style-type: none"> Create Long-Term Capital Asset Management Plan and integrate with Capital Improvement Plan 	Development Services Director / City Engineer	Finance Director	Yes	<ul style="list-style-type: none"> CIP implementation CIP gaps

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Goal 3: Vibrant and Beautiful Pinole						
Strategy 1. Update the General Plan and Three Corridors Specific Plan.	Year 1	<ul style="list-style-type: none"> Updating the Housing Element in FY 2020 – 2021 Update the residential housing design guidelines Recommend changes as needed Review updates with the executive team Finalize updates 	Development Services Director / City Engineer		Yes (received a grant to fund the Housing Element and residential design guidelines update)	<ul style="list-style-type: none"> Adopted plan documents
Strategy 2. Develop/create a comprehensive strategy to encourage streamlining the rehabilitation and re-use of undeveloped or under-developed properties.	Year 4	<ul style="list-style-type: none"> Review current process for rehabilitating and re-using undeveloped or underdeveloped properties Identify and remove process delays and steps that lack value Update city policies as needed 	Development Services Director / City Engineer and Assistant City Manager		Yes	<ul style="list-style-type: none"> Track redevelopment and reuse timeframes
Strategy 3. Partner with regional for- and non-profit housing organizations to provide an array of housing options consistent with community income levels.	Year 1	<ul style="list-style-type: none"> Identify and meet with potential partner housing organizations Collaborate on developing housing units, both through financial assistance and zoning requirements, consistent with state and regional targets Work closely with neighborhoods to vet housing proposals and plan to construction to ensure consistency with neighborhood character. 	Development Services Director / City Engineer and Assistant City Manager		Yes (staff is available to work on this strategy, but the City has limited financial resources to contribute toward the construction of new housing)	<ul style="list-style-type: none"> Track the number of new housing partners Track the number of housing units created

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
<p>Strategy 4. Develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region (including gateway and wayfinding signage as well as branding).</p>	<p>Year 1</p>	<ul style="list-style-type: none"> Identify the city’s economic development lead staff person Create project plan to create economic development strategy Identify the city’s economic development goals with City Council and potential subcommittee with key partners (including funding resources that will be needed to achieve each economic development goal and strategy) Document strategies related to each goal Specify ways to enhance the city’s signage and branding 	<p>Assistant City Manager</p>	<p>City Manager, Development Services Director / City Engineer, and Planning Manager</p>	<p>Yes (staff is available to work on this strategy, but no funds have been appropriated for consulting services that might be needed to complete the strategy)</p>	<ul style="list-style-type: none"> Track tax dollars Track square footage of business industry by type
<p>Strategy 5. Partner regionally to improve and enhance transportation circulation, including public transit, cars, bikes, and pedestrians.</p>	<p>Year 2</p>	<ul style="list-style-type: none"> Cultivate and actively engage partnerships on bike and ped planning activities Identify the City’s transportation circulation goals and review and update City transportation and circulation plans as needed Determine how regional partners can assist with improvement - MTC, WCCTAC and WESTCAT Evaluate the effectiveness of these partnerships Make adjustments as needed 	<p>Development Services Director / City Engineer</p>		<p>Yes</p>	<p>Actively involved with WCCTAC</p>

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Strategy 6. Conduct a review and update of the City’s code enforcement and property maintenance programs with a focus on increased beautification efforts and investment in community amenities, business districts, and nuisance abatement.	Year 1	<ul style="list-style-type: none"> Review the city’s code enforcement and property maintenance programs Develop recommendations including proactive enforcement based on Council priorities Prioritize the rental property maintenance program and inspection process Review recommended updates with the executive team Finalize updates Communicate updates to staff and the public 	Planning Manager	City Attorney	Yes (new FTE approved by Council in FY 2019-2020)	<ul style="list-style-type: none"> Track complaints Track number of blighted properties improved Develop and track business district condition inventories Timeframe to open and close a case (determine metric and close cases in a timely fashion)

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Goal 4. High Performance Pinole						
Strategy 1. Develop an employee attraction, retention, and development plan. <ul style="list-style-type: none"> a. Analyze the City’s classification and compensation system and update as needed. 	Year 1	<ul style="list-style-type: none"> • Create project plan to create employee attraction, retention, and development plan • Consider incorporation of succession planning component • Document the city’s goals for employee attraction, retention, and development • Identify strategies to attract and retain talent • Identify what works in departments • Develop key performance indicators to track success • Monitor and report on results • Conduct a citywide classification and compensation study • Identify compensation improvements and prioritize recommendations • Evaluate compensation recommendations against the LTFP 	Human Resources Director	Executive Team	Yes	<ul style="list-style-type: none"> • Workforce satisfaction and productivity

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Strategy 2. Conduct a citywide organization review to optimize efficiencies.	Year 1	<ul style="list-style-type: none"> • Solicit proposals from qualified consultants • Conduct a citywide organizational review • Analyze organizational structure, breadth of City activities, staffing and resource levels, and span of control • Identify opportunities to streamline operations, and optimize efficiency and effectiveness • Distribute results to staff • Prioritize recommendations • Implement changes 	City Manager	Consultant	No (no funds have been appropriated for consulting services that will likely be needed to complete the strategy)	<ul style="list-style-type: none"> • Implement recommended changes
Strategy 3. Review citywide implementation of best practices and improve processes.	Year 2	<ul style="list-style-type: none"> • Establish framework through which all City activities and each department’s policies, procedures, and services are reviewed on a recurring basis relative to best practices and improvement opportunities • Identify and prioritize policies and procedures to review and update (dept/citywide) 	City Manager	Executive Team	Yes	<ul style="list-style-type: none"> • Document and track efficiencies • Ongoing – touches all areas (i.e. personnel rules). Share and report on updates as occurs.

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Strategy 4. Develop a strategic communication plan (i.e., public information officer, messaging, marketing, technical implementation).	Year 1	<ul style="list-style-type: none"> Define the purpose and goals of a communication plan Assign staff to create communication plan Solicit input from key stakeholder groups (internal and external) Create draft plan and review the plan with city leadership Adopt the plan Distribute the plan to city staff 	City Manager	Development Services Director / City Engineer’s team and an analyst (PD to implement plan to start)	Yes	<ul style="list-style-type: none"> Track “good” news stories Survey the community about their knowledge City information
Strategy 5. Develop a public engagement plan a. Develop policies and practices that provide a framework for diverse community members to connect, interact, and proactively participate. b. Explore opportunities for meaningful youth participation in city and community life. c. Develop a robust volunteer and internship program.	Year 1	<ul style="list-style-type: none"> Create project plan to create engagement plan Review existing tools and engagement practices Establish a policy adopting public engagement principles Develop a volunteer and youth engagement approach Implement engagement across the organization based on the principles 	City Manager	City Clerk	Yes	<ul style="list-style-type: none"> Track number of participants and hours of public engagement annually.

Goal / Strategy	Year to Begin Strategy (Year 1, 2, 3, 4, 5)	Key Implementation Steps	Lead Staff Position	Other Team Members Involved	Resources Available (Yes/No)	Success Indicators and Comments
Strategy 6. Develop a comprehensive information technology Strategic Plan.	Year 1	<ul style="list-style-type: none"> Assess the city’s current use of technology Obtain feedback from city staff about technology needs (through surveys, focus groups, etc.) List the most critical challenges facing the city, to determine technological priorities Research possible solutions and associated costs for each priority Document priorities, solutions (both products to purchase and services to outsource), and costs Review the technology plan with staff 	Assistant City Manager	IT service providers	Yes	<ul style="list-style-type: none"> Implementation of IT Plan recommendations (Note: Plan will have a 3-5-year timeframe)
Strategy 7. Develop an interagency legislative advocacy program.	Year 2	<ul style="list-style-type: none"> Identify the City’s legislative policy goals on an annual basis Work with a lobbyist and implement legislative priorities consistent with the City’s interests and Strategic Plan Monitor results 	City Manager		Yes	<ul style="list-style-type: none"> Track legislation opposed and supported annually.

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND
MANAGEMENT PARTNERS

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and Management Partners ("Consultant") (together sometimes referred to as the "Parties") as of August 18, 2020 (the "Effective Date") in Pinole, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2020, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed \$27,900, for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the completion, or partial completion, of the tasks listed in Exhibit A.
- 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 have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit A.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses include reasonable travel costs, copying, and mailing and are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment Upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as

of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

- 2.9 **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 authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 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. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under 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 ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used,

either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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 (ed. 11/88) or GL 0002 (ed.1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1. 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 insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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 ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

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 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

- 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 provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.
- 4.4.3 Notice of reduction in or cancellation of coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.
- 4.4.4 Additional insured; primary insurance. A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement shall be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- 4.4.5 **Deductibles and self-insured retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 4.4.7 **Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

- 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 exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its

officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No 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 including but not limited to the California Labor Code.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals 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.
- 7.5 **Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.
- 7.6 **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, marital status, sex, or sexual orientation, 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.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement upon thirty (30) calendar days and without cause upon written notification to Consultant pursuant to this section.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall be specified in writing by the City. Consultant understands and agrees that if City issues such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Consultant's Identity and Personnel.** CONSULTANT's key personnel who will work on the PROJECT are identified in Exhibit A. Any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), or any change in key personnel may be made only upon prior written approval by CITY. CONSULTANT shall notify CITY of any proposed change of ownership or fundamental structure in CONSULTANT's firm. Within thirty (30) calendar days of such notice, CITY shall notify CONSULTANT whether CITY will approve such changed firm or personnel to continue providing services under this AGREEMENT or whether CITY will terminate this AGREEMENT. Nothing in this provision shall be construed to limit CITY's right to terminate this AGREEMENT for cause or without cause as set forth in Article I, Section C of this AGREEMENT. Subcontracts between the CONSULTANT and any subconsultants will be subject to review and approval of CITY's representative.

If CONSULTANT reassigns or reduces the commitment of any such key personnel, CONSULTANT shall provide a suitable replacement, subject to the approval of CITY, and CONSULTANT shall provide a reasonable number of unbilled hours of work for such replacement personnel to the extent required to bring the personnel up to speed.

- 8.4 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.5 **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 professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the

prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City.

- 8.6 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.7 **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:
- 8.7.1 Immediately terminate the Agreement;
 - 8.7.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.7.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.7.4 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.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All 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. 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 and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other 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 three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain 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. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (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 the County of Contra Costa 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 **Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 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.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Consultant will comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code (on file in the City Clerk's Office). It is incumbent upon the Consultant or Consultant's firm to notify the City pursuant to section 10.10 Notices of any staff changes relating to this Agreement.

- a. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant(s), unless as indicated in Subsection b, will be performing a very limited and closely supervised function, and, therefore, are unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection b.

Initialed by City Attorney's Office

- b. In accomplishing the scope of services of this Agreement, Consultant(s) will be performing a specialized or general service for the City, and there is substantial likelihood that Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Consultant(s) shall be subject to the Disclosure Category "1-5" of the City's Conflict of Interest Code:

- 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 **Contract Administration.** This Agreement shall be administered by _____ who shall act as the City's representative. All correspondence shall be directed to or through _____ or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

10.11 **Professional Seal.** Where applicable in the determination of the City, 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.

10.12 **Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

10.13 **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.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PINOLE

CONSULTANT

Andrew Murray, City Manager

[NAME, TITLE]

Consultant's City of Pinole Business
License #: _____

Attest:

City Clerk

Approved as to Form:

Eric S. Casher, City Attorney

EXHIBIT A
SCOPE OF SERVICES



July 28, 2020

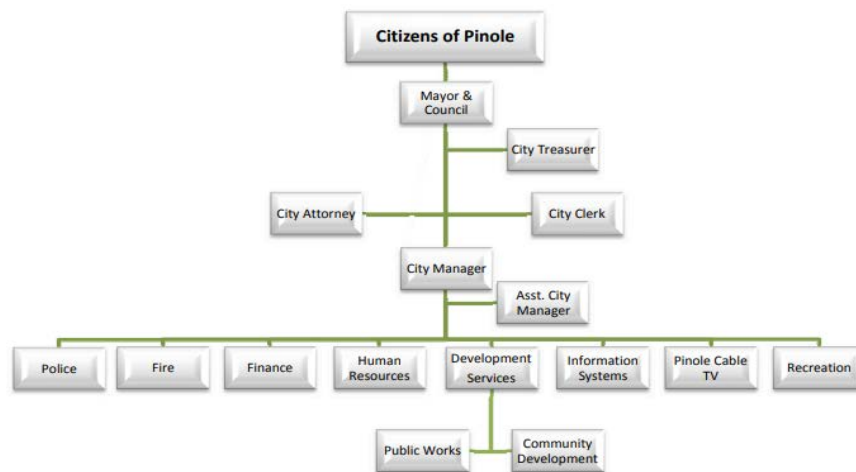
Mr. Andrew Murray
City Manager
City of Pinole
2131 Pear Street
Pinole, CA 94564

Dear Mr. Murray:

Thank you for the opportunity to provide a proposal to conduct a citywide organization scan that will assess Pinole’s organization structure and identify ways it can be strengthened to optimally meet the needs of the community. Management Partners has the experience and skills necessary to conduct this study, and our prior work with the City gives us insight into your priorities and the context for carrying out this organization scan.

Understanding of the Engagement

Pinole has recently undertaken or is contemplating significant projects to help the City function more effectively. These include a strategic planning process completed earlier this year facilitated by Management Partners which resulted in a strategic plan for 2020 to 2025. There is also a desire to engage in a high-level, citywide organization review to examine structure, staffing and operations and identify opportunities for improvement. The City’s current organization structure is shown below.



Proposed Plan of Work

Based on our experience conducting organization reviews and our understanding of the needs of the City of Pinole, we have prepared the plan of work detailed below. It is amendable to changes, based on your feedback.

Activity 1 – Start Project

We will begin the project by meeting with you, the assigned project manager and other appropriate staff via video conference. During this initial meeting, we will confirm project deliverables and due dates to ensure the project is completed on time and on budget and that our proposed scope of work is aligned with your goals. We understand that the work associated with this scan falls during unusual and uncertain times. Our goal is meet the objectives of this engagement with sensitivity and flexibility that minimizes the impacts on staff and complies with state guidelines associated with the COVID-19 pandemic.

We will have provided a data request prior to this meeting and will review the material collected by staff to identify any other data needs.

Activity 2 – Gather Data

As we begin this activity, we will gather information using the techniques described below.

- **Conduct Individual and Team Interviews.** Management Partners will conduct interviews via video conference with each department head and other key City staff. We will ask questions about expectations, challenges, opportunities, technology, resources, processes, procedures and other factors that will provide a solid picture of the current environment. At the conclusion of the interviews we will summarize common themes for use in our analysis.
- **Review Organization Charts.** We will review existing organization charts for each department as well as the citywide chart to understand current reporting relationships and functional alignment.

Activity 3 – Conduct Analysis

Once we have finished obtaining input and gathering data, we will analyze the results from the interviews and review of documents. We will identify themes and observations about organizational culture, structure, strengths and opportunities for improvement.

We will rely on industry best practices and our professional experience working with numerous similar organizations to evaluate the staffing, span of control and organizational alignment of City functions to develop recommendations for an organizational structure that meets City and community priorities. We will also review the City's existing financial forecast, including key assumptions, to understand the financial position of the City as we develop our observations and recommendations.

Activity 4 – Report Results

We will review the preliminary results with you and others you identify. After obtaining feedback and addressing questions, we will prepare a preliminary memorandum documenting the results of the data collection and analysis. The memorandum will identify themes and observations and provide recommendations for organizing and resourcing the City's functions in a way that will most effectively and efficiently meet the Council's priorities.



After we receive your input to ensure factual accuracy, we will issue a final memorandum. We will coordinate with you to present the results of our analysis to your team and, if desired, to the City Council via a video conference meeting.

Our Experience and Qualifications

The following list shows jurisdictions that we have assisted in the recent past with organization reviews of individual departments and entire organizations. In addition to the references below, our website, managementpartners.com, has information about our past clients, which includes hundreds of jurisdictions in 42 states, and you are welcome to contact any of them about our performance.

- Alameda County, California
- Alameda County StopWaste, California
- Alhambra, California
- Baton Rouge, Louisiana
- Benicia, California
- Beverly Hills, California
- Boulder, Colorado
- Burlingame, California
- Burlington, Vermont
- Chula Vista, California
- Clearwater, Florida
- Dallas, Texas
- Dallas County, Texas
- Dublin, California
- Durham, North Carolina
- Fullerton, California
- Green Township, Ohio
- Grover Beach, California
- Gulf Shores, Alabama
- Half Moon Bay, California
- Hamilton County, Ohio
- Harris County, Texas
- Hayward Area Recreation and Park District, California
- Hebron, Ohio
- Horseheads, New York
- Huntington Beach, California
- Independence, Missouri
- Jefferson County, Colorado
- Josephine County, Oregon
- Las Vegas, Nevada
- Los Altos Hills, California
- Los Angeles, California
- Los Banos, California
- Martinez, California
- Melbourne, Florida
- Metropolitan Transportation Commission, California
- Miami-Dade County, Florida
- Midpeninsula Regional Open Space District, California
- Mission Viejo, California
- Modesto, California
- Moraga, California
- New Bedford, Massachusetts
- New Orleans, Louisiana
- Newport, Rhode Island
- Oakland Park, Florida
- Orange County Employees Retirement System, California
- Oxnard, California
- Pacifica, California
- Palm Beach County, Florida
- Perris, California
- Raleigh, North Carolina
- Riverside, California
- Rolling Hills Estates, California
- Sacramento, California
- San Clemente, California
- San Jose, California
- San Leandro, California
- San Mateo County, California
- Santa Barbara County, California
- Santa Clara County, California
- Santa Clara County Housing Authority, California
- Santa Clara, California
- Santa Clarita, California
- Santa Maria, California
- Sarasota County, Florida
- Scarsdale, New York
- Scotts Valley, California
- Simi Valley, California
- South Gate, California
- South Miami, Florida
- Sacramento Regional County Sanitation District and Sacramento Area Sewer District, California



- Tamarac, Florida
- Truckee, California
- West Cities Police Communications, California
- West Palm Beach, Florida
- Woodland, California

References

Scotts Valley, California ⇒ Citywide Organization Analysis

Management Partners conducted a citywide organization scan. The scan revealed an organization committed to quality customer service and a dedicated workforce, but lacking in systems and technology, professional growth opportunities (particularly at the management level) and consistent management practices. Key recommendations included developing a fiscal sustainability plan to address a significant financial gap, conducting a citywide fee study, stabilizing staffing by filling key vacancies and implementing succession planning strategies, and prioritizing investment in technology.

Contact: Ms. Jenny Haruyama, (former Scotts Valley City Manager)
City Manager, City of Tracy
333 Civic Center Plaza, Tracy, CA 95376
(209) 831-6115
cm@cityoftracy.org

Los Banos, California ⇒ Organization Assessment

Management Partners completed a high-level organization scan of the functional structure, staffing levels, and core services provided by the City of Los Banos. The purpose of the scan was to support the new City Manager in learning about the City's strengths and identify improvement opportunities to benefit citywide operations. The project team interviewed department heads and other key staff, administered a citywide survey, conducted peer research, and reviewed background documents. The scan resulted in 55 recommendations covering a range of topics. Key themes included the need for managers to develop a financial sustainability plan, modernize practices, develop tools that enable effective management practices, plan for succession, and engage in long-term planning.

Contact: Mr. Alex Terrazas, City Manager
520 J Street, Los Banos, CA 93635
(209) 827-7000 x140
alex.terrazas@losbanos.org

Our Team

We have a strong project team that is well qualified to complete this work for Pinole. Nancy Hetrick will serve as project manager and will oversee the substantive work of the project. She will be supported by Christine Butterfield, Dan Keen, Rick Haydon and our analyst staff. Brief qualifications of team members are provided below.

Nancy Hetrick, Vice President, is an experienced project manager and facilitator with expertise in team building, strategic planning, succession planning and recruitment, performance management, organizational and process improvement, and organization design. Nancy worked for San Mateo County in the early 2000s where she helped develop and led the County of San Mateo's Outcome-Based Management program in addition to managing a portfolio of budget and administrative assignments. She has developed curriculum and conducted training on a wide variety of topics and routinely facilitates priority-setting and team building workshops for cities, counties and non-profit boards. Nancy



is certified in the Myers-Briggs Type Indicator, DiSC, and CPI 260 personality assessment instruments and has led team-building using the StrengthsFinder instrument developed by Gallup. Since her return to Management Partners in 2006, Nancy has led projects with local governments across the state. She is active in local government professional associations, including the Municipal Management Association of Northern California (MMANC) where she served as MMANC President and initiated the first Women's Leadership Summit, and Cal-ICMA where is co-chair of the Talent Initiative.

Christine Butterfield, Senior Manager, has worked in local government since 1993 in California, Illinois and Minnesota. Since joining Management Partners, Christine has provided assistance in strategic planning, facilitation, organization reviews and process improvements. She has considerable experience with process improvement and reengineering and has used the LEAN Six Sigma method to make improvements to land use/development entitlement functions. She has a proven ability to lead diverse teams, develop trust and build consensus in a collaborative way. She has held positions of responsibility in organizations with 1,500 employees and a budget of \$500 million (serving a population of 320,000) to communities with only 130 employees (serving fewer than 30,000 people). Christine has served as an assistant city manager and as community development director. The latter involved supervising the code enforcement and economic development processes. In this capacity with the City of Cedar Rapids, Iowa, she headed the City's response to the 2008 flooding disaster, the worst disaster in the history of Iowa and one of the most expensive disasters in the history of the United States. Christine has experience managing all municipal operations as well as intergovernmental relations, strategic planning and labor negotiations. Christine is a frequent speaker at professional conferences and has received numerous awards from professional associations and the federal government agencies. She holds two bachelor's degrees from the University of Minnesota in history and political science, and a master's degree in public policy and administration from the Robert M. La Follette School of Public Affairs at the University of Wisconsin.

Dan Keen, Special Advisor, has more than 35 years of experience in local government, including 25 years in management positions. He was the city manager for the California cities of Vallejo, Concord, Novato, Seaside and La Palma. He also worked in planning and management for the cities of Norwalk and Paramount, California. He provides assistance to government leaders in executive performance evaluation. Following retirement from city government in 2017, Dan has continued to serve the city manager profession as a senior advisor for the League of California Cities and ICMA, a volunteer position providing advice and counsel to city managers along the north coast of California, from Sonoma County to the Oregon border. Dan is a past president of the League of California City Manager's Department and a former board member of the California City Management Foundation (CCMF). He is an ICMA-Credentialed Manager, and was a member of the American Institute of Certified Planners for 30 years. A frequent presenter at conferences and seminars, Dan also continues to volunteer as a facilitator at CCMF's annual seminar for new and future city managers, and serves as a mentor to numerous city managers across California. Dan holds a BA in political science and sociology from UCLA, and Masters' in public administration and planning from USC.

Rick Haydon, Special Advisor, has more than 30 years of municipal government experience, with an emphasis on management and supervision, budgeting, financial analysis, and fund accounting. In late 2018 he was appointed interim city manager for the City of Solvang and served in that capacity until April 2019. Prior to that, in late 2017, he retired as city manager for the City of Santa Maria, having been in that capacity for six years. As manager of Santa Maria, he oversaw a full-service city of more than 100,000 residents, a workforce of over 700 employees and an annual operating budget of \$163 million. Prior to city manager, he was the assistant city manager where he was responsible for the day-to-day



operations of the City and coordinated the budget process. During his tenure with Santa Maria, Rick was responsible for the City winning 21 consecutive California Municipal Finance Officer's (CSMFO) Excellence in Budgeting Awards and 10 consecutive biennial Government Finance Officers Association (GFOA) Distinguished Budget Presentation Awards. Prior to Santa Maria, Rick was the budget and employee relations manager for the City of Dinuba where he was responsible for coordinating, preparing, and compiling the City's annual budget document.

Hours and Cost

Management Partners anticipates devoting 130 hours of our staff time to complete the plan of work described above. The total cost of this project is \$27,900, which includes all fees and expenses. We anticipate the project to be complete within approximately three months, depending on scheduling and receipt of documents. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

Conclusion

We look forward to working with you on this important project. Please let me know if we can provide any additional information.

Sincerely,



Julie Mares
Chief Operating Officer

Accepted for the City of Pinole by:

Name: _____

Title: _____

Date: _____

