



PINOLE CITY COUNCIL AGENDA

TUESDAY
NOVEMBER 5, 2019

5:00 P.M. – SPECIAL MEETING – CLOSED SESSION

6:00 P.M. – SPECIAL MEETING - APPEAL HEARING

7:00 P.M. - REGULAR MEETING

2131 Pear Street, Pinole, California

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

Public Comment: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction subject to the rules of decorum described in Council Resolution 2019-03. If you wish to address the City Council, please complete the gold card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during Citizens to be Heard, Agenda Item 5.

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. Assisted listening devices are available at this meeting. Ask the City Clerk if you desire to use this device.

Note: Staff reports are available for inspection at the Office of the City Clerk, City Hall, 2131 Pear Street during regular business hours, 8:00 a.m. to 4:30 p.m. Monday – Thursday, and 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

COUNCIL MEETINGS ARE TELEVISED 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. City Council meetings are video-streamed live on the City's website, and remain archived on the site for five (5) years.

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.*

**CALL AND NOTICE OF
PINOLE CITY COUNCIL
SPECIAL MEETING
AT 5:00 PM
NOVEMBER 5, 2019**

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. CLOSED SESSION

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Gov. Code § 54956.8

Property: 811 San Pablo Avenue

Agency negotiator: City Manager Fitzner and Assistant City Manager De La Rosa

Negotiating parties: Housing Consortium of the East Bay (HCEB)

Under negotiation: Price and terms

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

5. ADJOURNMENT to the Special City Council Meeting of November 5, 2019 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: October 31 at 4:00 P.M.

Heather Iopu, CMC
City Clerk

**CALL AND NOTICE OF
PINOLE CITY COUNCIL
SPECIAL MEETING
AT 6:00 PM
NOVEMBER 5, 2019**

1. CALL TO ORDER

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. APPEAL & PUBLIC HEARING *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. Consider An Appeal Of A Project Proposing A Personal Storage Facility At
890 San Pablo Avenue [Action: Consider Appeal and Provide Direction]**

4. ADJOURNMENT to the Regular City Council Meeting of November 5, 2019 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: October 31, 2019 at 4:00 P.M.

**Heather Iopu, CMC
City Clerk**

**CALL AND NOTICE OF
PINOLE CITY COUNCIL
REGULAR MEETING
AT 7:00 PM
NOVEMBER 5, 2019**

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.

NO ADDITIONAL CLOSED SESSION SCHEDULED

See 5:00 p.m. Special Meeting Closed Session Agenda

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/Recognitions

1. Shelter in Place Day – November 6, 2019

B. Presentations/Recognitions

1. Certificate of Recognition for Dina Rosales, City Treasurer
2. Wastewater Pollution Control Plant Update by Mike Warriner and Tamara Miller
3. Fire Department Update by Chief Kouns and Battalion Chief Wynkoop
4. Quarterly Code Enforcement Update by Tamara Miller

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 Meetings of October 22 and October 26, 2019
- B. Receive the October 12, 2019 – November 1, 2019 List of Warrants in the Amount of \$959,246.36; the October 18, 2019 Payroll in the Amount of \$419,936.98; and the November 1, 2019 Payroll in the Amount of \$434,028.69.
- C. Authorizing An Application For SB 2 Planning Grant Program Funds **[Action: Adopt Resolution per Staff Recommendation (T.Miller)]**
- D. Authoring Submittal Of An Application For Per Capita Grant Funds **[Action: Adopt Resolution per Staff Recommendation (T. Miller)]**
- E. Approve An Amendment To The Contract And Issue A Task Order For 4Leaf For Staff Augmentation For An Amount Not To Exceed \$211,285 **[Action: Adopt Resolution per Staff Recommendation (T.Miller)]**
- F. Approve An Amendment To The Contract For A Task Order For M Group For Staff Augmentation For An Amount Not To Exceed \$87,000 **[Action: Adopt Resolution per Staff Recommendation (T. Miller)]**
- G. Placement Of Liens For Delinquent Unpaid Waste Collection Charges Falling Delinquent Between May & August 2019, Considered At An Administrative Hearing On October 3, 2019 **[Action: Adopt Resolution Per Staff Recommendation (Iopu)]**
- H. Update To The Measure S 2014 Five-Year Funding Plan **[Action: Adopt Resolution Per Staff Recommendation (Fitzer)]**
- I. Approve An Amendment To The Professional Services Agreement With Emergency Services Consulting International (ESCI) In An Amount Not To Exceed \$10,500 To Perform Additional Analysis In The Fire Service Delivery Study **[Action: Adopt resolution per Staff Recommendation (Fitzer)]**

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. Ordinance Adding Chapter 10.78 to the Pinole Municipal Code Restricting Oversized Vehicle Parking on City Streets **[Action: Conduct Public Hearing and Approve First Reading (Casher)]**

9. OLD BUSINESS

- A. Provide Direction On Process And Activities Related To Becoming A Charter City **[Action: Discuss and Provide Direction (Mog)]**

10. NEW BUSINESS

None.

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 November 19, 2019 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: October 31, 2019 at 4:00 P.M.

Heather Iopu, CMC
City Clerk



CITY COUNCIL REPORT

3A

DATE: NOVEMBER 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: JUSTIN SHIU, DEVELOPMENT SERVICES DEPARTMENT

**SUBJECT: TO CONSIDER AN APPEAL OF A PROJECT PROPOSING A
PERSONAL STORAGE FACILITY AT 890 SAN PABLO AVENUE**

RECOMMENDATION

To consider an appeal of a project proposing a personal storage facility at 890 San Pablo Avenue.

Staff recommends that City Council confirm the Planning Commission approval of the proposed project at 890 San Pablo Avenue, and adopt a resolution approving Design Review, a Conditional Use Permit, and Tree Removal Permit for the proposed project.

BACKGROUND

Beau Reinberg, applicant, submitted an application for the development of a new Personal Storage Facility at 890 San Pablo Avenue (APN 402-240-014). The final design in the approved plans includes construction of a two-story office and self-storage building and a three-story self-storage building totaling approximately 75,983 square feet on a 1.34 acre lot at 890 San Pablo Avenue.

On January 28, 2019, the applicant presented the initial design proposal for a 95,981 square foot building containing only personal storage use to a Joint City Council and Planning Commission Study Session for comments on design and consistency with General Plan and Specific Plan goals. The applicant redesigned the project based on comments heard at the meeting and resubmitted a 75,983 square foot project including approximately 3,760 square feet of office/commercial space.

On August 26, 2019, Planning Commission considered the project at a public hearing held on August 26, 2019. The proposed project requires Design Review for nonresidential developments, a Conditional Use Permit, and an associated Tree Removal Permit. The Planning Commission is the decision-making body for

approval of these types of entitlements. . The staff report containing the Planning Commission resolution, conditions of approval, and project plans is included as Attachment B. The Planning Commission approved the project with a 4-3 decision. Minutes from the meeting are included as Attachment C. A decision of the Planning Commission may be appealed to the City Council for review by a member of the City Council or a member of the public. A complete appeal application was submitted by a member of the public within the required ten-day appeal period. The Appeal Statement is included as Attachment D.

The City Council may confirm, modify, or reverse the action of the Planning Commission, in whole or in part, or add or amend such conditions as it deems necessary. As provided in 17.10.070 of the Municipal Code, City Council shall state the basis for its action in taking the action on an appeal.

During the appeal hearing, both appellant and the project applicant will have the opportunity to present their cases with greater detail at the City Council meeting for consideration.

REVIEW & ANALYSIS

In hearing the appeal, the City Council must decide whether to approve or deny Design Review, a Conditional Use Permit, and an associated Tree Removal Permit for the proposed project, with conditions as the Council determines necessary.

Standards for Decision

In considering Design Review for the project, the City Council must determine whether or not the following findings can be made for the proposed project, as conditioned:

1. The proposed project is consistent with the objectives of the general plan and complies with applicable zoning regulations, planned development, master plan or specific plan provisions, improvement standards, and other applicable standards and regulations adopted by the city;
2. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation; and
3. The site layout (orientation and placement of buildings and parking areas), as well as the landscaping, lighting, and other development features, are compatible with and complement the existing surrounding environment and ultimate character of the area under the general plan and applicable specific plans.

In considering the Conditional Use Permit for the project, the City Council must determine whether or not the following findings can be made for the proposed project, as conditioned:

1. The proposed use is consistent with the general plan, any applicable specific plans, and all applicable provisions of this title (Title 17 Zoning Code);
2. The establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use or to the general welfare of the city;
3. The site of the proposed use is physically suitable for the type, density and intensity of the use and related structures being proposed; and
4. It will not be contrary to the specific intent clauses, development regulations, or performance standards established for the zoning district in which it is located. The proposed use and related structures are compatible with other land uses, transportation and service facilities in the vicinity.

In considering the Tree Removal Permit for the project, the City Council must determine whether or not the following findings can be made for removal of the protected trees on the property:

1. The burden to the applicant in preserving the protected tree(s) greatly outweighs the benefit to the public; and
2. Preserving the protected tree(s) would severely reduce the scale or feasibility of the development.

The City Council may only approve the entitlement, as conditioned, if it can make the above findings for each entitlement sought. Conversely, the City Council may only deny the requested entitlements if it is not able to make one or more of those findings. The Council's decision must specifically identify which findings can or cannot be made, and there must be evidence in record to support that decision (which can include the application materials, materials prepared by staff, as well as public testimony during the Public Hearing). For example, if the City Council believes the project is not consistent with the General Plan, it should identify specific General Plan policies and/or goals with which the proposed project is inconsistent.

Appellant's Points of Appeal

A summary of reasons the appellant submitted the appeal is shown below, and the full appeal statement is included in Attachment D.

- The project does not meet the goals as set forth in Pinole's General Plan and Three Corridors Specific Plan.
- This project does not meet the economic development goals of Pinole.
- This project adds no meaningful enhancement or revenue to our community.
- This project will be very profitable for Extra Space Storage but brings in little revenue for Pinole.

- Pinole may soon be perceived as the regional storage area for surrounding cities.
- The proposed small office suites are not a true incubator model, and the concept does not guarantee they will be used by small businesses or be affordable alternatives.

Some of the reasons for the appeal identified by the appellant are the same as, or very similar to, the required findings established by the Municipal Code for considering the project. The City Council's decision must be based on its ability, or inability, to make the required findings, and not on any other factors.

Information Regarding Land Use Considerations

A discussion of points regarding land use, including the proposed project's consistency with the General Plan, is below. This information also addresses some of the issues raised in the appeal.

- The project is a light industrial use on a site designated Service Sub Area (SSA) in the General Plan. The SSA designation within the San Pablo Avenue area is intended to “preserve land for manufacturing and industrial uses, particularly ‘green industry’”. A limited amount of general office, retail and residential uses may be permitted where they will not conflict with the principal industrial uses in the area” (Page 5.0-21, General Plan). Within the Service Sub-Area, the project site is located in the Office Industrial Mixed Use (OIMU) district. The Three Corridors Specific Plan provides that the purpose of the OIMU district is “to allow a wide range of office and light industrial development. This designation is intended for office and light industrial uses with supporting retail and service uses” (Page 6.0-4, Three Corridors Specific Plan).
- The project is compatible with Goal LU.1 and Policy LU.1.1 in contributing to the diversity of land uses along San Pablo Avenue and providing for the availability of commercial services and employment opportunities. San Pablo Avenue consists of a variety of land use designations, including medium to high density residential, residential mixed use, commercial mixed use, and office industrial mixed use, and the project proposes a use compatible with the portion of San Pablo Avenue intended for office and light industrial type uses.
 - o **GOAL LU.1** Preserve and enhance the natural resources, high-quality residential neighborhoods and commercial areas, and small-town (semi-rural) character of Pinole.
 - o **POLICY LU.1.1** Increase land use diversity along the San Pablo Avenue, Pinole Valley Road and Appian Way corridors; reduce residential density on large land holdings designated for Suburban Residential land use; and maintain other land use designations for a variety of residential, commercial, light industrial, recreational, open space and public purposes which (1) protect environmental resources;

- (2) provide a mix of housing types, densities and tenure; (3) ensure that a variety of commercial and industrial goods, services and employment opportunities are available; and (4) offer a range of recreational and public facilities to meet the needs of residents.
- The project would redevelop an underutilized lot to contribute new development with greater use and benefits along the portion of San Pablo Avenue that can accommodate office and light industrial development. Personal storage facilities are a light industrial use, and the property is designated for industrial uses. The project would add to the services provided and to the tax base, referenced in Goal LU.7 and Policy LU.7.1. The extent to which the project does this can be further deliberated through the City Council discussions.
 - o **GOAL LU.7** Balance housing and employment opportunities to reduce trips in and out of the region and encourage commercial development which maintains and enhances the quality of the city's commercial areas, provides services for residents and broadens the tax base of the community to provide needed revenues for public services.
 - o **POLICY LU.7.1** Provide sufficient land for commercial and industrial uses to allow for development that provides basic goods and services to Pinole residents.
 - o **POLICY LU.7.2** Provide for economic development which (1) maintains the City's ability to finance services and the construction and maintenance of public improvements; (2) offers local employment opportunities for Pinole residents to reduce inter-city commuting; and (3) assures the availability and diversity of resident-serving goods and services.
 - The project site, in the OIMU district, is intended for office and light industrial uses and has limitations on certain other uses, as provided in the land use description in the Three Corridors Specific Plan. Commercial and other support services may be provided but the predominant use of integrated developments is office and/or light industrial. Retail must be ancillary to industrial use and cannot exceed ten percent of total usable floor area. Public and quasi-public uses are permitted.
 - o "The purpose of the Office Industrial Mixed Use District is to allow a wide range of office and light industrial development. This designation is intended for office and light industrial uses with supporting retail and service uses. Offices may be developed in an office park setting, but most office and light industrial development stands alone. Commercial and other support services may be integrated vertically and/or horizontally in this district, but the predominant use of integrated developments is office and/or light industrial. Retail must be ancillary to the principal industrial activity of the property and cannot exceed 10% of total usable floor area. Public and quasi-public uses (community centers, public library, city hall, parks and other community serving uses etc) are permitted." (Page 6.0-4, Three Corridors Specific Plan).

- Personal storage facilities are prohibited in all zoning districts in the City, except for the OIMU district, in which they are a conditionally permitted use. OIMU designated properties are located only in the San Pablo Avenue corridor. Any proposals for future storage facilities would be subject to discretionary review, through the Conditional Use Permit process.

In hearing the appeal, the City Council is requested to consider this staff report and all other evidence and testimony presented at the hearing. The City Council may confirm, modify, or reverse the Planning Commission's approval, or add or amend conditions as deemed necessary.

FISCAL IMPACT

Approval or denial of the proposed project will have no direct fiscal impacts.

ATTACHMENT(S):

- A: Draft Resolution
- B: Planning Commission Staff Report for August 26, 2019, excluding Attachment B exhibits (under Resolution 19-11, not in appeal consideration).
- C: Draft Minutes, dated August 26, 2019
- D: Appeal Statement

RESOLUTION 19-xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, UPHOLDING THE PLANNING COMMISSION'S APPROVAL OF DESIGN REVIEW (DR18-13), CONDITIONAL USE PERMIT (CUP 18-13), AND TREE REMOVAL PERMIT (TR19-03) TO CONSTRUCT A PERSONAL STORAGE FACILITY WITH OFFICE/COMMERCIAL SPACE AT 890 SAN PABLO AVENUE, APN: 402-240-014

WHEREAS, Beau Reinberg, applicant, filed an application for Design Review (DR18-13), Conditional Use Permit (CUP 18-13), and Tree Removal Permit (TR19-03) with the City of Pinole to construct a personal storage facility with office/commercial space at 890 San Pablo Avenue (APN 402-240-014); and

WHEREAS, the Planning Commission of the City of Pinole conducted a duly noticed public hearing to consider application DR18-13, CUP 18-13, and TR19-03 for 890 San Pablo Avenue on August 26, 2019;

WHEREAS, the Planning Commission adopted Resolution 19-10 approving the Design Review, Conditional Use Permit, and Tree Removal Permit entitlement request;

WHEREAS, a member of the public submitted an appeal of the approval within the appeal period established in the Pinole Municipal Code;

WHEREAS, the City Council is the appropriate authority to hear and take action on the appeal of the Planning Commission's decision;

WHEREAS, the City Council of the City of Pinole has conducted a duly noticed public hearing to consider the appeal on November 5, 2019;

WHEREAS, after the close of public hearing, the City Council considered all public comments received both before and during the public hearing, the presentation by City staff, the staff report, and all other pertinent information regarding the proposed development;

NOW, THEREFORE, the City Council hereby finds that:

1. The City Council has considered the full record before it, including but not limited to, such information as the staff report, testimony by staff, the appellant, the applicant, and the public, and other materials and evidence submitted or provided to the City Council. Furthermore the recitals set forth above are true and correct and are incorporated herein by reference.
2. The project is consistent with the General Plan and Specific Plan in that the proposed project involves development of storage and limited commercial/office spaces in a location intended for industrial uses and limited retail and general office.
3. The City Council explicitly adopts and incorporates all findings contained in Planning Commission Resolution 19-10 as though set forth herein in their entirety.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pinole confirms the

approval of DR 18-13, CUP 18-13, and TR 19-03, as conditioned, as provided in Planning Commission Resolution 19-10.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Pinole held on the 5th day of November 2019, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 5th day of November 2019.

Heather Iopu, CMC
City Clerk
3391792.1

Item E1



Memorandum

TO: PINOLE PLANNING COMMISSION

FROM: JUSTIN SHIU, CONTRACT PLANNER

SUBJECT: EXTRA SPACE STORAGE DESIGN REVIEW, CONDITIONAL USE PERMIT, AND TREE REMOVAL PERMIT

DATE: AUGUST 26, 2019

Project Applicant:

Beau Reinberg
3159 Fee Fee Road, Suite 221
Bridgeton, MO 63044

Project Owner:

R.D. and Lynn Stotka
4983 Mildred Road
Martinez, CA 94553

PROJECT:	Extra Space Storage
FILE:	Design Review (DR) 18-13, Conditional Use Permit (CUP) 18-13, and Tree Removal Permit (TR) 19-03
LOCATION:	890 San Pablo Avenue
APN:	402-240-014
ZONING:	Office Industrial Mixed Use (OIMU)
GP LU DESIGNATION:	Service Sub-Area
SPECIFIC PLAN:	Service Sub-Area

REQUEST

Beau Reinberg, applicant, is seeking design review approval, a conditional use permit, and a tree removal permit to construct a two-story office/commercial and self-storage building and a three-story self-storage building totaling approximately 75,983 square feet on a 1.34 acre lot at 890 San Pablo Avenue. The Planning Commission has the authority to review these requests under the Zoning Code.

STAFF RECOMMENDATION

Adopt Resolution 19-10 conditionally approving the Design Review, Conditional Use Permit, and Tree Removal Permit request to construct and operate the mixed office/commercial and personal storage project at 890 San Pablo Avenue; and adopt Resolution 19-11 approving the Mitigated Negative Declaration prepared pursuant to the California Environmental Quality Act (CEQA) and the mitigation monitoring and reporting program.

SITE LOCATION**Figure 1. Site Location**

Direction from Project Site	Land Use
North	Vacant, undeveloped
West	Office
South	San Pablo Avenue (Commercial across)
East	Commercial

PROJECT DESCRIPTION

The proposed project at 890 San Pablo Avenue is a mixed office/commercial and self-storage (also known as personal storage) development consisting of an approximately 17,503 square foot, two-story building; an approximately 58,423 square foot, three-story building; and site improvements on a 58,402 square foot site at 890 San Pablo Avenue. Of the total proposed 75,953 square feet of floor area, the storage use constitutes approximately 72,193 square feet with 525 storage units and the additional office/commercial space constitutes approximately 3,760 square feet. Extra Space Storage would operate the storage use. Site modifications include new landscaping, grading throughout the site including on the hillside near the northern property line for the new building, and site improvements for parking and circulation.

BACKGROUND

The project site is an approximately 1.34 acre lot located in the OIMU zoning district within the San Pablo Avenue Service Sub-Area of the Three Corridors Specific Plan. The proposal includes construction of two new buildings on the site: a mixed office/commercial and personal storage building in front facing San Pablo Avenue and a second personal storage only building behind. The applicant describes the proposal in the project description (Attachment C). The current design of the facility is shown in the plans (Attachment D) and renderings/photosimulations (Attachment E).

The current proposal is a redesign of the initial proposal featuring a single building design that was brought before a joint City Council and Planning Commission meeting on January 28, 2019. The initial proposal at 890 San Pablo Avenue featured only personal storage use with ancillary office space to support storage operations. The plans and renderings showing the initial design can be found in the staff report for the joint meeting (Attachment F).

Staff presented a report on proposed development of storage facilities at 890 San Pablo Avenue and 760 San Pablo Avenue (a project by a separate applicant) and sought City Council direction on consistency with General Plan and Specific Plan goals. Two Councilmembers commented that the projects were not consistent with the General Plan and/or Specific Plan; two Councilmembers supported the project proposed at 760 San Pablo Avenue but would like to see two stories; and Planning Commissioners expressed concerns about the height, footprint, and the need for more landscaping. Speakers from the public also presented comments that included 1) support for the 760 San Pablo Avenue proposal, 2) concern about building sizes, loss of views, and limited job and tax revenue; and 3) concern about lack of jobs and tax and suggested denial. The comments are compiled in the meeting minutes (Attachment G).

The applicant has redesigned the 890 San Pablo Avenue proposal to address comments that were provided at the meeting, including modifying the floor area, site layout, height, and uses. The redesign features breaking up the massing and changing the footprint of the initial three-story structure into two smaller structures that consist of a two-story building facing San Pablo Avenue and a three-story building behind. The previously proposed 95,981 square foot building is reduced to two buildings totaling 75,953 square feet. While the initial proposal of 890 San Pablo Avenue did not provide office or commercial floor area other than offices ancillary to support storage operations, the project has been redesigned to allocate approximately 3,760 square feet for uses other than storage – the allocation of space for other uses was a feature that the 760 San Pablo Avenue personal storage proposal had incorporated.

Following the meeting, the proposal at 760 San Pablo Avenue was withdrawn. The proposal for 890 San Pablo Avenue currently remains as the only active proposal for personal storage facilities.

ANALYSIS

Land Use

The project site is located within the San Pablo Avenue corridor of the Three Corridors Specific Plan and is zoned Office Industrial Mixed Use (OIMU). Personal storage facilities (e.g., ministorage, self-storage, etc) are a conditionally permitted use in the OIMU district. Office and retail are uses permitted by right. The Planning Commission is the approving authority for Conditional Use Permit requests, as well as the Design Review request for new nonresidential buildings.

General Plan Consistency

The project site is designated Service Sub-Area (SSA) in the General Plan and Three Corridors Specific Plan (Figure 2). The Service Sub-Area is intended to maintain and enhance existing land uses while providing land use flexibility and incentives to encourage new private investment and additional development. The General Plan intent for the SSA designation is to preserve land for manufacturing and industrial uses, particularly “green industry”. A limited amount of general office, retail, and residential uses may be permitted where they will not conflict with the principal industrial uses in the area. The vision for the San Pablo Avenue Service Sub-Area states that the Service sub-area will serve as the gateway into Pinole and will encourage light and green industry, serve as a transition area between the Mixed Use subarea and the western City limits, and embrace the area’s historic character as an industrial area while moving towards newer cleaner industry while allowing land use flexibility. Within the Service Sub-Area, the site is zoned Office Industrial Mixed Use as shown in Figure 3 and described further in the following section.

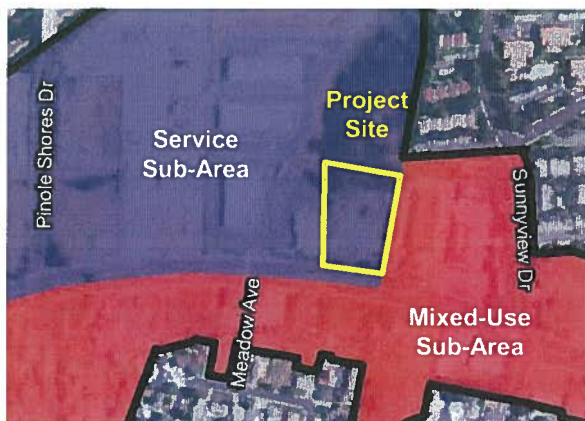


Figure 2. San Pablo Ave Sub-Areas

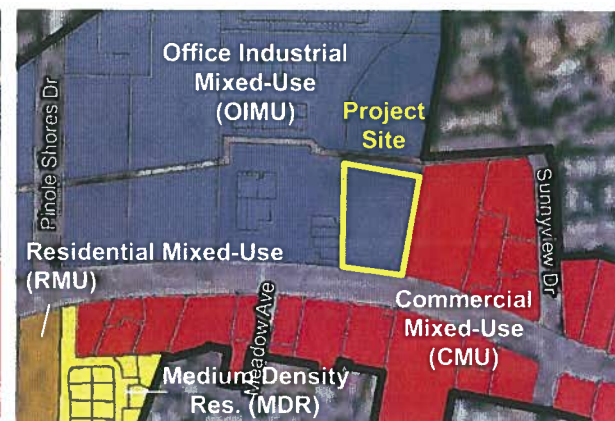


Figure 3. San Pablo Ave Zoning

The project is consistent with the General Plan. Below are General Plan goals and policies that support the proposed project:

Community Character Element

POLICY CC.1.2 Require all new development to incorporate high-quality site design, architecture and planning to enhance the overall quality of the built environment in Pinole and create a visually interesting and aesthetically pleasing town environment.

Land Use and Economic Development Element

GOAL LU.7 Balance housing and employment opportunities to reduce trips in and out of the region and encourage commercial development which maintains and enhances the quality of the city's commercial areas, provides services for residents and broadens the tax base of the community to provide needed revenues for public services.

POLICY LU.7.1 Provide sufficient land for commercial and industrial uses to allow for development that provides basic goods and services to Pinole residents.

POLICY LU.7.2 Provide for economic development which (1) maintains the City's ability to finance services and the construction and maintenance of public improvements; (2) offers local employment opportunities for Pinole residents to reduce inter-city commuting; and (3) assures the availability and diversity of resident-serving goods and services.

GOAL LU.8 Concentrate commercial development and mixed-use activity areas within the Fitzgerald Drive, San Pablo Avenue, Pinole Valley Road, and Appian Way corridors.

The project meets the intent and vision for the service sub-area as stated in the General Plan and Specific Plan. The proposed site would be occupied by a personal storage facility, which is categorized as an industrial use, with the inclusion of office/commercial uses to contribute to a range of uses along San Pablo Avenue. Where new two storage facilities had previously been proposed in close proximity to each other (the proposed site and 760 San Pablo Avenue) as presented in the joint meeting on January 28, 2019, the impacts regarding concentration of storage buildings has been reduced. The proposed project remains as the sole storage facility proposal, the size and storage space of the project has been reduced from the initial proposal, and the project has included office/commercial space on the ground floor. The additional office/commercial space offers more business and employment opportunities than initially designed.

The primary use of the site is personal storage. However, the site has been designed to reduce the appearance of a large storage facility by incorporating architectural details in the design and setting a taller building towards the rear of the lot.

The project helps implement the General Plan as a development with commercial and industrial uses; supporting local business and employment opportunities; and providing a service for residents, businesses and other consumers seeking additional storage space for personal use or commercial development.

Similar Land Uses in Pinole

The City has four existing storage facilities and the proposed project would present a modern facility that adds to storage available while meeting current standards. The existing facilities were generally built in the 1980s and largely contain single story structures where storage units are accessed from the exterior, with the exception of 2975 Pinole Valley Road. The proposed facility would be the first new storage facility in several decades. The project would add approximately 72,193 square feet of

total storage area, which includes approximately 71,368 square feet of storage space and 825 square feet of storage administration office. The proposal would create an approximately 27% increase in square footage for storage use and operations. The project would be within the range of existing storage facility sizes. The site would be developed with more parking than existing facilities, which can accommodate the storage use and other uses. Further discussion on parking and trip generation is provided in the section below. Table 1 provides a comparison of existing storage facilities with the proposed project.

Table 1. Storage Facilities in Pinole

Storage Facilities in Pinole				
Location	Size	Year Built	Stories	Parking Spaces
640 San Pablo Avenue (APN:402-200-020) – operated by Public Storage	58,275 sf	1981	1	6
2624 Appian Way (APN: 426-020-036-7) – operated by Public Storage	75,000 sf	1989	1-2	4
2650 Appian Way (APN: 426-020-039) – operated by Public Storage	45,700 sf	1989	1-2	6
2975 Pinole Valley Road (APN: 360-010-002) – operated by Security Public Storage	88,234 sf	1989	2	12
TOTAL	267,209			
Proposed Project				
Proposal for 890 San Pablo Avenue	72,193 sf total storage use (71,368 sf storage + 825 sf storage office), and 3,760 sf office/commercial		2-3	25*

Source: RealQuest County Assessor Information, as of January 23, 2019

*Note that the project also includes floor area for uses other than storage that would be served by parking. More discussion is presented in the Parking and Trip Generation section below.

Zoning

Within the Service Sub-Area, the project site is located in the Office Industrial Mixed Use (OIMU) zoning district (Figure 3). The allowable uses within the OIMU zoning district under the Service Sub-Area are listed in the Three Corridors Specific Plan. Per the list of permitted uses, a Personal Storage Facility requires the approval of a Conditional Use Permit.

The purpose of the OIMU zone is to allow a wide range of office and light industrial development. This designation is intended for office and light industrial uses with supporting retail and service uses. Personal storage facilities fall under an industrial use classification in the Specific Plan and zoning code and would be consistent with the intended uses in the district.

The Three Corridors Specific Plan and the City of Pinole Zoning Code establish the development standards for new projects in the San Pablo Avenue Corridor. Where the Zoning Code contains the general standards for development within the City and the Three Corridors Specific Plan provides additional standards within the Specific Plan area, the project has been reviewed and determined to

be compatible with applicable development standards. Table 2 below summarizes the project proposal and the corresponding development standards.

Table 2. Development Standards and Proposed Project

Development Standard for OIMU	Requirement	Proposed Project
Lot Size		
Minimum Lot Size	N/A	58,402 square feet
Setbacks		
Front Build-to-Line	0' to 10'	0' to 4'
Minimum Side Yard	0'	4'
Minimum Rear Yard	0'	22'
Height		
Maximum Height	50' and 4 stories	38'-8" and 3 stories
Floor Area		
Maximum Floor Area	N/A	75,953 square feet
Parking		
Minimum Required Parking Spaces	Not specified for proposed use. Per PMC Chapter 17.48, parking shall be provided as required by the approving authority.	25 parking spaces (22 standard, 2 accessible, 1 EV charging)

Design Guidelines

The project incorporates design features that are compatible with design guidelines in the Three Corridors Specific Plan, including the following:

7.3 General Design Guidelines Applicable to All Specific Plan Areas

4a. Varied and well-articulated wall planes, rooflines, and building form shall be created to reduce the overall massing and scale of buildings while providing visually engaging designs.

The front building has a variegated exterior that uses variety in colors to minimize the appearance of long walls, is articulated with changes to the wall planes, and incorporates awnings, metal panels, and changes to the materials of exterior walls that provide architectural detail and variation. The building in the back also incorporates awning, metal panels and changes to materials on exterior falls. Trellises that support vine growth are added to the sides of the building.

7.5 Service Sub-Area Design Guidelines

1a. Building entrances shall be clearly defined and easily accessible from public transit stops.

The property is located approximately 250 feet west of a bus stop.

1b. A comfortable pedestrian environment shall be created through the design and scale of buildings and outdoor spaces.

The redesign of the building configures a two story building closer to the street with a three story building located towards the rear of the property to minimize the height of buildings located closer to the street to better scale with the pedestrian environment.

3c. Design features must be consistent on all elevations of the structure. Side and rear elevations should not be minimized because they are oriented away from public view.

The side elevations of the front building incorporates metal awnings on the front and side elevations. The rear building incorporates metal trellises on the side elevations that provide variation in materials.

4c. Fencing and walls shall be set back a minimum of 3 feet from the sidewalk or the street to allow for planting.

The front building is set back approximately 4 feet from the back of the sidewalk.

Site Design and Operations

The project is designed with site improvements that include construction of two new buildings, new paving and landscaping, and grading. The new building facing San Pablo Avenue is a two-story building, with stucco siding as the primary exterior building material and accented by color and material variations that include architectural metal panels, spandrel glass windows, metal awnings, and corrugated metal siding. The three-story storage building in the back contains material and color variation as well, including CMU walls on the ground floor, stucco painted as different colors on the upper story, spandrel glass, metal awnings, and trellises for climbing vines. The project site would be accessed by two driveways that each provided two-way circulation. An interior circulation area between the two buildings is secured by gates that allow for entry of storage unit customers.

The design of the project adapts to some of the constraints on the site and enhances the conditions of the site. The project avoids the constraint of a pipeline easement that runs through the property through the design and orientation of the buildings that avoid construction within the easement area. Although trees on the property would need to be removed to construct the site, only four trees are considered protected trees. The project proposes new landscaping: the landscape plan and a landscaping palette are shown in the plan set (Attachment D).

The project proposes secure storage for customers. Storage units would range in size from 150 to 400 square feet. Security features include over 25 cameras, keypad entry for customers only from 6:00am-10:00pm, and oversight from a facility manager. The project establishes clauses within storage contracts to mitigate potential storage hazards within storage units. An example storage agreement contract is attached (Attachment H). Limitations in use are built into the contract that would restrict the storage of hazardous materials and flammable substances. Further, materials would not be allowed to be stored within an 18-inch clearance area of fire sprinkler heads.

Tree Removal

The trees on the lot are proposed for removal, however only four trees are categorized as protected trees. The protected trees include a hackberry tree, two Lombardy poplar trees, and a willow tree. Three protected trees are near the southeast corner of the property and the willow tree is located towards the northwest corner at the easement. These trees are protected trees based on their sizes rather than due to their species. Removal of these trees are required in that the hackberry tree is located in the footprint of the proposed building, the two Lombardy poplars are located within one foot of the driveway, and the willow tree is in poor health condition. The majority of trees proposed for removal on site are Eucalyptus trees, which are not protected trees. Fruit trees proposed for removal also would not be considered protected trees. Tree removal shall follow the recommendations of the arborist report (Attachment I) and has been incorporated as a condition of approval (Attachment A). The replacement trees that have been proposed include Armstrong Maple adjacent to the building and at the southwest corner of the property, Frans Fontaine at the eastern

property line, Royal Purple Smoke at the eastern property line, and Coast Live Oak towards the back of the property. The landscape plan in the plan set shows the location of replacement trees and proposed plantings (Attachment D).

Parking

The parking standard for personal storage facilities is not explicitly established in the zoning. When this situation occurs, Planning Commission may determine the adequacy of proposed parking. As presented in the comparison with existing storage facilities (Table 1 above), parking provided for storage uses are relatively low but commercial and office uses would require greater amounts of parking, which the project provides. In considering average parking provided by existing facilities, the parking ratio is about 1 space per 7,100 square feet. The project would need approximately 10 parking spaces for the storage use under this ratio, based on approximately 72,193 square feet for storage. The zoning code establishes a rate of 1 space per 250 square feet for office use. Therefore, the project would need approximately 15 spaces for this use. For reference, office (1 per 250sf) has a more intensive parking requirement than retail (1 per 300sf) in the zoning code. As the project provides 25 parking spaces, the project would meet the estimated parking demand based for the storage and office/commercial uses.

Trip Generation

The trip generation estimates for the project show that the project is not anticipated to create a significant trip generation impact. The applicant's estimate of trips identifies just over 100 trips per day for the storage use and an additional increase for the office/commercial space (Attachment C).

The trip generation scenario was also evaluated in the Initial Study/Mitigated Negative Declaration (Attachment B, Exhibit A). The IS/MND uses inputs of 525 storage units and 5,000 square feet of retail space, which rounds up the proposed non-storage floor area numbers and applies retail use to the non-storage use space. The trip generation estimates based on the Institute of Transportation Engineers (ITE) standard trip generation rates show 353 daily trips, 45 AM peak hour trips, and 25 PM peak hour trips, see Table 3 below.

Table 3. Trip Generation

Trip Generation	Daily		AM Peak Hour		PM Peak Hour	
	Rate	Total Trips	Rate	Total Trips (In & Out)	Rate	Total Trips (In & Out)
525 Storage Units	0.25	131	0.02	11 (5 in, 5 out)	0.02	11 (5 in, 5, out)
5000sf Retail	44.32	222	6.84	34 (16 in, 18 out)	2.71	14 (6 in, 8 out)
Total		353		45 (21 in, 23 out)		25 (11 in, 13 out)

Source: Initial Study/Mitigated Negative Declaration prepared by Raney Planning & Management Inc, August 5, 2019

As described in the IS/MND, San Pablo Avenue at intersections near the project site (including Del Monte Drive, Pinole Shores Drive, Sunnyview Drive, and Appian Way) currently operate at Level of Service A (LOS A) for AM and PM peak period travel; and they are projected to remain at LOS A upon General Plan buildout, except for Appian Way which may be reduced to LOS B. The addition of the project is not anticipated to significantly impact to traffic in the area as LOS A represents largely free flowing traffic, the largest peak hour trip generation is 21 trips in and 23 trips out of the site in the morning peak hour, the use is consistent with the General Plan land use designation, and the traffic impacts of the land use designation were accounted for in the land use planning under the General Plan Environmental Impact Report.

ENVIRONMENTAL REVIEW

An Initial Study and Mitigated Negative Declaration (IS/MND) was prepared for the project to determine whether the project is anticipated to create any significant environmental impacts and to identify mitigation measures where potentially significant impacts are identified. The IS/MND was prepared according to the requirements of the California Environmental Quality Act (Attachment B, Exhibit A).

The IS/MND was prepared and notice was given for review. During the preparation of the IS/MND, inquiries for tribal consultation were initiated after the City sent email and letter requests on June 20 and June 27, 2019 and followed up with phone calls. Requests for tribal consultation were sent to representatives on the Native American Heritage Commission's list for tribal consultation. The responses received during the tribal consultation period included requests for inclusion of an archaeological monitor and a Native American monitor during ground disturbing activities. Mitigation Measure V-3 was developed so that an archaeological monitor will be present during ground disturbing activities and interested tribes would be apprised of the construction schedule then afforded the opportunity to provide a Native American monitor. The tribal consultation request period closed on August 31, 2019 without request for consultation. The Public Review IS/MND was completed, and a Notice of Intent to Adopt the IS/MND was provided to the Contra Costa County Clerk, was posted on site, and was mailed to nearby property owners by August 5, 2019. The public review period started on August 6, 2019 and a Public Review Draft of the IS/MND was made available for review at City Hall. One comment was received stating general support for the project but requesting that the project prepare a dust mitigation plan (Attachment J). The request has been incorporated as a condition of approval. As of the publication of this report, no other comments have

been received.

The IS/MND found that factors where the project may have potentially significant impacts include biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, and tribal cultural resources. With the implementation of mitigation measures recommended in the IS/MND to address these factors, the project was determined to have less than significant impacts. A mitigation monitoring and reporting program has been prepared to collect the mitigation measures recommended in the IS/MND for tracking during implementation (Attachment B, Exhibit B).

CONCLUSION

The project provides for additional personal storage and office space along San Pablo Avenue. The storage facility would fit with the industrial and office setting of the area. The project enhances an underutilized site with new development that offers new commercial service through the provision of storage units and integrates spaces within the design to offer some additional commercial and employment opportunities on site.

ATTACHMENTS

- A. Resolution 19-10 with Exhibit A: Conditions of Approval
- B. Resolution 19-11 with Exhibit A: IS/MND and Exhibit B: Mitigation Monitoring and Reporting Program
- C. Project Description and Traffic Memo, dated May 10, 2019
- D. Plan Set, date stamped received June 19, 2019
- E. Renderings from Current Proposed Design
- F. Staff Report from Joint CC/PC Workshop Meeting on January 28, 2019 (Excerpt with Attachments Relevant to 890 San Pablo Ave)
- G. Minutes from Joint CC/PC Workshop Meeting on January 28, 2019
- H. Extra Space Storage Rental Agreement
- I. Arborist Report
- J. Letter from Neighboring Business

**PLANNING COMMISSION RESOLUTION 19-10
WITH EXHIBIT A: CONDITIONS OF APPROVAL**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING DESIGN REVIEW (DR18-13), CONDITIONAL USE PERMIT (CUP 18-13), AND TREE REMOVAL PERMIT (TR19-03) TO CONSTRUCT A PERSONAL STORAGE FACILITY WITH OFFICE/COMMERCIAL SPACE AT 890 SAN PABLO AVENUE, APN: 402-240-014

WHEREAS, Beau Reinberg, applicant, filed an application for Design Review (DR18-13), Conditional Use Permit (CUP 18-13), and Tree Removal Permit (TR19-03) with the City of Pinole to construct a personal storage facility with office/commercial space at 890 San Pablo Avenue (APN 402-240-014); and

WHEREAS, The Planning Commission of the City of Pinole is the appropriate authority to hear and take action on this project; and

WHEREAS, said property is designated Service Sub-Area (SSA) in the Pinole General Plan and Three Corridors Specific Plan and is intended to preserve land for manufacturing and industrial uses with a limited amount of general office, retail, and residential uses; and the proposal for storage facilities is characterized as an industrial use with a portion of space allocated towards commercial/office use; and

WHEREAS, The construction of a new nonresidential building requires Design Review approval through the Planning Commission; and

WHEREAS, The property is located within the San Pablo Avenue corridor of the Three Corridors Specific Plan and is zoned Office Industrial Mixed Use (OIMU) in the Service Sub Area that allows personal storage facilities subject to securing a Conditional Use Permit; and

WHEREAS, The removal of protected trees on site may be granted with the approval of a Tree Removal Permit; and

WHEREAS, An Initial Study and Mitigated Negative Declaration has been prepared to analyze the project pursuant to the California Environmental Quality Act (CEQA) Guidelines and the project has been determined to have less than significant impacts through the implementation of mitigation measures contained in the Mitigated Negative Declaration and incorporated into a mitigation monitoring reporting program associated with the project;

WHEREAS, The Planning Commission of the City of Pinole has conducted a duly noticed public hearing to consider application DR18-13, CUP 18-13, and TR19-03 for 890 San Pablo Avenue on August 26, 2019;

WHEREAS, After the close of 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 development;

NOW, THEREFORE, the Planning Commission hereby finds that:

1. The Planning Commission has considered the full record before it, which may include but is not limited to such information as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore the recitals set forth above

are true and correct and are incorporated herein by reference.

2. The design review and conditional use permit requests are consistent with the General Plan and Specific Plan in that the proposed project involves development of storage and limited commercial/office spaces in a location intended for industrial uses and limited retail and general office. The project supports General Plan Goals and Policies found in the Community Character Element and Land Use and Economic Development Element as the project contains compatible commercial and industrial uses; supports local business and employment opportunities; and provides a service for residents, businesses and other consumers seeking additional storage space.
3. The design review request, as conditioned, is consistent with the applicable provisions of the Zoning Code, in that the buildings are located in the Office Industrial Mixed Use (OIMU) zoning district and complies with applicable development standards.
4. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation in that the project proposes two way drive aisles and wide driveways that minimize visual conflict with persons and vehicles traveling along San Pablo Avenue.
5. The site layout (orientation and placement of buildings and parking areas), as well as the landscaping, lighting, and other development features, are compatible with and complement the existing surrounding environment and ultimate character of the area under the general plan and applicable specific plans in that the project provides infill development with a lower two story building fronting the street and a taller three story building towards the rear of the site and new landscaping, lighting and development features that enhance the site.
6. The project is not a residential development, therefore design criteria and guidelines for residential development are not applicable.
7. The establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use or to the general welfare of the city in that the project includes storage space and a small amount of office/commercial space that would create minimal impact and storage units are secured on site.
8. The site of the proposed use is physically suitable for the type, density and intensity of the use and related structures being proposed in that the project consists of a two-story and three-story building on a large lot, complies with the applicable height, setback, and size requirements for development, and would be located next to other nonresidential properties.
9. It will not be contrary to the specific intent clauses, development regulations, or performance standards established for the zoning district in which it is located. The proposed use and related structures are compatible with other land uses, transportation and service facilities in the vicinity in that the project complies with the applicable development standards for development within the zoning district and is compatible with the intent of the zone, which is to provide for office and light industrial uses with supporting retail and service uses.
10. Findings for removing protected trees as a result of new development can be made in that:
 - a. Some of the protected trees are noticeable aspects on the existing property as they can be view from the southeastern corner of the lot abutting San Pablo Avenue. The trees would need to be removed as proposed development would make three trees

impractical to preserve and as one tree is in poor health. The trees are characterized as protected due to existing size rather than due to their particular species, and replacement trees can be planted on site.

- b. The protected trees do not have particular historical or heritage value.
- c. The visibility and value of the four protected trees can be replaced with new trees and landscaping.
- d. The protected trees did not significantly contribute to the character of the site and the neighborhood. The site would be enhanced by new trees and landscaping.
- e. The development provides a public benefit in that it fills an underutilized lot with new uses.
- f. The limitations of the lot include an easement that runs through the lot and the need to create suitable paved access areas and building pads present hardships in preserving trees on site.
- g. Measures short of removing the protected trees are not likely to be practical.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Pinole:

- A. Hereby approves DR 18-13, CUP 18-13, and TR 19-03 as provided in the staff report, and subject to the Conditions of Approval attached as Exhibit A to this Resolution.
- B. The approval of DR 18-13, CUP 18-13, and TR 19-03 shall expire on August 26, 2020, unless exercised and actual construction or alteration under valid permits, including building permits for lighting upgrades, has begun within said period or a written request has been submitted to the City, prior to the expiration date, for an extension of time as allowed under the Zoning Ordinance.

The above action is final unless an appeal is filed pursuant to Chapter 17.10 of the Pinole Municipal Code within ten (10) calendar days following Planning Commission action.

PASSED AND ADOPTED by the Planning Commission of the City of Pinole on this 26th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tom Brooks, Chair, 2019-2020

ATTEST:

Tamara Miller, Development Services Director



Exhibit A
Planning Commission Resolution 19-10 CONDITIONS OF APPROVAL

	<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
1.	The project shall be constructed in substantial compliance with the approved Design Review, Use Permit, and Tree Removal Permit request for a personal storage facility project at 795 San Pablo Avenue (APN 402-240-014), approved by the Planning Commission as shown on the project plans date-stamped received June 19, 2019, unless otherwise conditioned.	Development Services Department	
2.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	Development Services Department	
3.	All building permit drawings and subsequent construction shall substantially conform to the approved planning application drawings. Any modifications must be reviewed by the Planning Manager who shall determine whether the modification requires additional approval of the Planning Commission.	Development Services Department	



Exhibit A
Planning Commission Resolution 19-10 CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
4.	The proposed project shall be designed, built, and operated consistent with all applicable federal, State, and local regulations.	On-going	Development Services, Police, and Fire Departments	
	Prior to Issuance of Building Permits			
5.	CONDITIONS ON PLANS – These project conditions of approval shall appear on the project building plans.	Prior to Issuance of Building Permits	Development Services Department	
6.	MITIGATION MONITORING AND REPORTING PROGRAM – The applicant shall implement mitigation measures listed in the Mitigation Monitoring and Reporting Program in compliance with the Initial Study/Mitigated Negative Declaration (August 2019).	Prior to Final Inspection	Development Services Department	
7.	HOURS OF OPERATION – The hours of access for storage units shall be from 6:00am and 10:00pm per day Monday – Sunday.	Ongoing	Development Services and Police Department	
8.	SECURITY PLAN – The applicant shall provide a final security plan to the Development Services Department and Police Department for review and approval.	Prior to Issuance of Building Permits	Development Services Department and Police Department	



Exhibit A
Planning Commission Resolution 19-10 CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
9.	FIRE DEPARTMENT REVIEW – The applicant shall address all comments provided during initial Fire Department review in the Building Permit Plan Set.	Prior to Issuance of Building Permits	Development Services Department and Fire Department	
10.	DUST MITIGATION – The applicant shall work with Crocketts Premier Auto Body, the neighboring business at 900 San Pablo Avenue in Pinole, in the applicant's preparation of a dust mitigation plan and submit the final dust mitigation plan to the City for review and approval.	Prior to Issuance of Building Permits	Development Services Department	
11.	SIGNAGE – Any requests for signage shall be submitted to the Development Services Department under a separate application.	Ongoing	Development Services Department	
12.	ACCESSIBILITY – The applicant shall have building permit plans reviewed by a Certified Access Specialist (CASp).	Prior to Issuance of Building Permits	Development Services Department	
13.	MATERIALS AND COLORS – All exterior materials and colors are to be consistent with approved project color / material boards. Any changes which materially affect the exterior character shall be resubmitted to the Development Services Department for review and approval, consistent with the Municipal Code. Minor changes may be approved by the Planning Manager. Any changes determined by the Development	Prior to Issuance of Building Permits	Development Services Department	

As Approved by Planning Commission
August 26, 2019

3 of 12

Extra Space Storage
Design Review (DR) 18-13,
Conditional Use Permit (CUP) 18-13, and Tree Removal Permit (TR) 19-03

Exhibit A

		<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
	Services Department to be non-minor may be referred to the Planning Commission after conferring with the Chair of the Planning Commission.			
14.	TREE REMOVAL – The removal of trees shall follow the recommendations of the arborist report by Traverso Tree Service, date-stamped received July 26, 2019. Any modifications to the arborist report shall be provided to the Development Services Department for review and approval, prior to removal of protected trees.	Prior to Tree Removal	Development Services Department	
15.	LANDSCAPE AND FENCING PLAN – The applicant shall prepare and submit a full detailed landscape, fencing and irrigation plan for review and approval by the Development Services Department prior to the issuance of building permits. The landscape, fencing and irrigation plan shall include the number, type, and size of all proposed new trees, shrubs, and groundcover specimens. Any new fencing or gate design details shall be included within the building construction plans. All proposed plantings shall be drought-tolerant and well-suited to the City's climate zone. The landscape plan shall reflect the latest approved site plan. The detailed landscape plan and irrigation plan shall be consistent with all applicable requirements of the Municipal Code including Chapter 17.44. The detailed landscape plan shall ensure that:	Prior to Issuance of Building Permits	Development Services Department	



Exhibit A
Planning Commission Resolution 19-10 CONDITIONS OF APPROVAL

	<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
	a. All shrubs shall be a minimum 5 gallon size. b. Light-colored, high albedo materials or vegetation shall be installed for at least fifty percent of all sidewalks, patios, and driveways. Specific design material information and specifications for the permeable pavers and crushed rock shall be included within the final landscape plan. c. High water use turf grasses and other similar plantings shall only be utilized in high-use areas with high visibility or functional needs. When only drought-tolerant turf grasses are used, the turf area shall be limited to twenty-five percent (25%) of all irrigated, landscaped areas. When non-drought-tolerant turf grasses or a combination of non-drought-tolerant and drought-tolerant turf grasses is used, the turf area shall be limited to fifteen percent (15%) of all irrigated, landscaped areas. d. At least twenty-five percent (25%) of the lot area and no more than forty percent (40%) of the front yard area shall be non-pervious surface. Additionally, at least ninety percent (90%) of the plants selected in non-turf areas shall be well suited to the climate of the region and require minimal water once established. Up to ten percent (10%) of the plants may be of a non-drought-tolerant		

As Approved by Planning Commission
August 26, 2019

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Extra Space Storage
Design Review (DR) 18-13,
Conditional Use Permit (CUP) 18-13, and Tree Removal Permit (TR) 19-03



Exhibit A
Planning Commission Resolution 19-10 CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
	variety, provided they are grouped together and can be irrigated separately e. Tree protection measures provided by a certified arborist shall be included in the landscape plan. f. Any dead plants to be replaced within 30 days.			
16.	SCREENING – All rooftop equipment shall be screened so that they are not visible from the right of way or adjacent properties.	Prior to Issuance of Building Permits	Development Services Department	
17.	ENGINEERING REVIEW – The applicant shall submit final stormwater control plans, grading and drainage plans, and utility service plans that are consistent with the approved design to the Development Services Department for review and approval prior to the issuance of any Building Permit.	Prior to Issuance of Building Permits	Development Services Department	
18.	ENGINEERING IMPROVEMENTS – The applicant shall install trash capture devices at all storm drains on the site and immediately adjacent to the site. The applicant shall indicate trash capture devices on the plan set.	Prior to Issuance of Building Permits	Development Services Department	



Exhibit A
Planning Commission Resolution 19-10 CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
19.	LIGHTING PLAN – The applicant shall prepare and submit a final lighting plan for review and approval to the Development Services Department prior to the issuance of the building permit. The lighting plan shall include cut sheet details for all proposed exterior light fixtures.	Prior to Issuance of Building Permits	Development Services Department	
20.	PRE-CONSTRUCTION WASTE MANAGEMENT PLAN – The applicant shall complete a pre-construction waste management plan prior to the issuance of the building permit.	Prior to Issuance of Building Permits	Development Services Department	
21.	PERMITS, BONDS, AND INSURANCE – The applicant shall obtain an encroachment permit, posting the required bonds and insurance, for any work to be done in the City's right-of-way. This encroachment permit shall be obtained prior to the issuance of a building permit and prior to any work being done in the City's right-of-way.	Prior to Issuance of Building Permits	Development Services Department	
22.	MATERIAL HAULING – The applicant shall submit a proposed material hauling route and schedule, if needed, for City Engineer and/or the Department of Public Works for review and approval. The hauling route shall be included on the building construction plans. All material hauling activities including, but not limited to, adherence to approved route, hours of operation, dust control and street maintenance shall be the responsibility of the applicant (as per Section 15.36.080 of the Municipal Code). Violation of the applicable may be cause for suspension of work.	Prior to Issuance of Building Permits	Development Services Department and Public Works Department	



Exhibit A
Planning Commission Resolution 19-10 CONDITIONS OF APPROVAL

	<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
23.	CONSTRUCTION PLANS FOR FIRE PREVENTION – Prior to issuance of a building permit, building construction plans shall be submitted to the Fire Prevention Bureau for review and approval.	Fire Department	
24.	IMPACT FEES – The applicant shall pay all required development impact fees including applicable West Contra Costa Unified School District fees prior to the issuance of any building permit.	Development Services Department	
	During Construction and Prior to Occupancy		
25.	CONSTRUCTION CONTACT – A construction contact person's name, mobile phone number, and email address shall be posted on the project site during the duration of construction.	Development Services Department	
26.	ADDRESS MARKING – The property address shall be clearly marked during the project construction process.	Development Services Department	
27.	INSPECTIONS – The applicant shall notify the Development Services Department at least forty-eight (48) hours prior to starting any work pertaining to on-site drainage facilities, grading, or paving, as well as any work in the City's right-of-way as per Section 15.36.230 of the Municipal Code.	Development Services Department	
	The applicant shall arrange all inspections with the Building Division, Fire		

As Approved by Planning Commission
August 26, 2019

8 of 12

Conditional Use Permit (CUP) 18-13, and Tree Removal Permit (TR) 19-03
Design Review (DR) 18-13,
Extra Space Storage



Exhibit A
Planning Commission Resolution 19-10 CONDITIONS OF APPROVAL

	<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
	Department, and Public Works Division. All Building Division inspection requests shall be made at least 24 hours in advance.		
28.	CONSTRUCTION SITE STANDARDS – The building permit holder shall ensure the following provisions to control noise, dust, and construction debris nuisance occur during construction: A. Building construction activities shall occur only between 7:00A.M. and 5:00 P.M., Monday through Friday on non-federal holidays. Interior work may occur on Saturday from 9:00 A.M. to 6:00 P.M. if it does not generate significant noise, as provided in Chapter 15.02 of the City Municipal Code. B. All construction vehicles shall be properly maintained and equipped with exhaust mufflers and meet State and Federal standards. C. Newly disturbed soil surfaces shall be watered down regularly throughout the day and any construction grading activity shall be discontinued in wind conditions greater than 10 miles per hour. D. Construction activities shall be scheduled so that paving and foundation placement begin immediately upon completion of grading operation.	Development Services Department	



Exhibit A
Planning Commission Resolution 19-10 CONDITIONS OF APPROVAL

	<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
	E. All excavated or silty materials shall be covered with a tarp during transit to and from the site. F. All construction debris shall be covered with a tarp during transit from the site. G. The construction site shall be maintained in an orderly fashion and litter shall be contained and properly disposed of on a daily basis.		
29.	ACCESS TO SAN PABLO AVENUE – Project construction vehicles and vehicles belonging to construction workers shall not block access to San Pablo Avenue or any other public roadway.	Development Services Department	
30.	SITE MAINTENANCE – The construction site shall be cleaned of garbage and debris on a daily basis and maintained in an orderly fashion. All construction equipment shall be secured at the end of each day of construction.	Development Services Department	
31.	PLAN CONSISTENCY – The exterior building elevations, landscaping, and fencing shall be reviewed for consistency with the approved plans by the Planning Manager or his/her designee.	Development Services Department	



Exhibit A
Planning Commission Resolution 19-10 CONDITIONS OF APPROVAL

		<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
32.	CERTIFIED GRADED PAD – A California-Licensed Engineer shall certify that the graded construction pad for the building has been adequately compacted and designed to support the proposed structures prior to the issuance of a building permit to the satisfaction of the City Engineer.	Prior to Issuance of Building Permits	Development Services Department	
33.	POST-CONSTRUCTION WASTE MANAGEMENT Report – The applicant shall complete a post-construction waste management report prior to issuance of a certificate of occupancy.	Prior to Occupancy	Development Services Department	
34.	REQUIRED APPROVAL FOR MODIFICATIONS – Failure to obtain prior approval to modify the approved plans may result in having to pay double the original planning application permit fee and/or withholding of the certificate of occupancy until such time as the modification(s) to the plans has been reviewed by the Planning Manager and approved by the Planning Commission.	Prior to Occupancy	Development Services Department	
35.	FIRE PROTECTION – Prior to issuance of a "Certificate of Occupancy" or final building inspection, approved fire prevention features shall be installed as required by the Fire Prevention Bureau.	Prior to Occupancy	Fire Department	



Exhibit A
Planning Commission Resolution 19-10 CONDITIONS OF APPROVAL

	<u>Timing/ Implementation</u>	<u>Monitoring Department / Division</u>	<u>Verification (date and Signature)</u>
36.	FIRE PREVENTION FEES AND INSPECTION – Prior to issuance of a “Certificate of Occupancy” or final building inspection, the applicant shall pay all applicable fees in accordance with the Master Fee Schedule adopted by the City of Pinole and obtain all required inspections from the Fire Prevention Bureau.	Fire Department	
37.	SIDEWALK, CURB AND GUTTER REPAIR – The applicant shall repair and replace to existing City standards, any sidewalk, curb and gutter abutting the project site.	Development Services Department	

**PLANNING COMMISSION RESOLUTION 19-11
WITH EXHIBIT A: INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND
EXHIBIT B: MITIGATION MONITORING AND REPORTING PROGRAM**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR DESIGN REVIEW (DR18-13), CONDITIONAL USE PERMIT (CUP 18-13), AND TREE REMOVAL PERMIT (TR19-03) TO CONSTRUCT A PERSONAL STORAGE FACILITY WITH OFFICE/COMMERCIAL SPACE AT 890 SAN PABLO AVENUE, APN: 402-240-014

WHEREAS, Beau Reinberg, applicant, filed an application for Design Review (DR18-13), Conditional Use Permit (CUP 18-13), and Tree Removal Permit (TR19-03) with the City of Pinole to construct a personal storage facility with office/commercial space at 890 San Pablo Avenue (APN 402-240-014); and

WHEREAS, The Planning Commission of the City of Pinole is the appropriate authority to hear and take action on this project; and

WHEREAS, An Initial Study/Mitigated Negative Declaration has been prepared to analyze the project pursuant to the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, The project has been determined to have less than significant impacts through the implementation of mitigation measures contained in the Initial Study/Mitigated Negative Declaration and incorporated into a Mitigation Monitoring and Reporting Program; and

WHEREAS, The Public Review IS/MND document was completed, and a Notice of Intent to Adopt the IS/MND was provided to the Contra Costa County Clerk, was posted on site, and was mailed to nearby property owners by August 5, 2019. The public review period started on August 6, 2019 and ended August 26, 2019, and a Public Review Draft of the IS/MND was made available for review at City Hall; and

WHEREAS, The Planning Commission of the City of Pinole has conducted a duly noticed public hearing to consider application DR18-13, CUP 18-13, and TR19-03 for 890 San Pablo Ave on August 26, 2019; and

WHEREAS, After the close of 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 development;

NOW, THEREFORE, the Planning Commission hereby finds that:

1. The Planning Commission has considered the full record before it, which may include but is not limited to such information as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore the recitals set forth above are true and correct and are incorporated herein by reference.
2. An Initial Study/Mitigated Negative Declaration has been prepared which studied the proposal pursuant to the requirements of the California Environmental Quality Act (CEQA) Section 15070-15075 and found that impacts can be reduced to less than significant levels within implementation of mitigation measures presented in the Initial Study/Mitigated Negative Declaration document, and which has been incorporated into a mitigation

monitoring reporting program as a condition of approval.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Pinole:

- A. Hereby approves the Initial Study/Mitigated Negative Declaration for DR 18-13, CUP 18-13, and TR 19-03 as provided in the staff report, and attached as Exhibit A to this Resolution.
- B. Hereby approves the Mitigation Monitoring and Reporting Program for DR 18-13, CUP 18-13, and TR 19-03 as provided in the staff report, and attached as Exhibit B to this Resolution.
- C. The City of Pinole Development Services Department at 2131 Pear Street, Pinole, California, 94564 shall be custodians of the Mitigated Negative Declaration and mitigation monitoring reporting program documents.

The above action is final unless an appeal is filed pursuant to Chapter 17.10 of the Pinole Municipal Code within ten (10) calendar days following Planning Commission action.

PASSED AND ADOPTED by the Planning Commission of the City of Pinole on this 26th day of August 2019, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Tom Brooks, Chair, 2019-2020

ATTEST:

Tamara Miller, Development Services Director

Premier A-1 Pinole, LLC

“Storage Experts”

Beau D. Reinberg
Managing Partner
3167 Fee Fee Road
Bridgeton MO, 63044

Phone 573-673-1191
beaureinberg@dss-bcm.com

5/10/19

890 San Pablo Avenue

Attn: City of Pinole

After some very important feedback received from the workshop in January, we have redesigned our pending project, located at 890 San Pablo Avenue. Our intention remains to request a use permit for the development of a High End, Indoor, Climate Controlled Self-Storage Facility. However, we have also increased the mixed-use aspect of the project and added a complimentary component, office suites.

We also heard feedback related to the massing and size of the project, therefore our redesigned project lowered the building fronting San Pablo to two stories and decreased the total square footage of the entire project by almost 25%.

These office suites will be a wonderful addition to our project and to the community of Pinole, as they will act as almost an incubator of sorts for start up companies, small businesses, and those residents who wish to maintain a Pinole office while also having an office in San Francisco. Smaller office suites, complete with full access to high speed internet are a wonderful resource for residents of Pinole who are looking for an all-inclusive office suite option, but at an affordable price point. The suites will range in size from 150sqft to 400sqft and will be priced in an affordable range. While affordable housing is critical, we also see affordable officing as another critical component to an ever changing remote/online economy. Where to use for client meetings, conference calls, training, or just to get some paperwork completed, these suites will be for the professional Pinole resident.

We have successfully, as a team, developed over 100 properties across the United States, including cities such as Boston, Nashville, Seattle, New York, Naples, New Jersey, Portland, Annapolis and St. Louis. Our focus has been and will continue to be, building a Class A facility that meets the growing storage needs of residents located within a 3mile radius. Gone are the days of facilities on the outskirts of town with chain link fences and gravel lots. The 5th generation buildings and facilities that we develop are built to blend in as a consumer driven retail use and be a welcoming amenity to the 1 in 10 households that require self-storage.

The area surrounding 890 San Pablo is both commercial and residential and is highlighted as a specific corridor in the master plan. Page One in the specific plan says,

“San Pablo Avenue”s diverse history as a major thoroughfare in the East Bay, home to important industrial and light industrial land use, and community aims of attracting new retail and service industry, while achieving more diverse residential development that can be served by transit.”.

Our development will keep traffic moving, in fact, as stated in our prepared traffic memo, the AM Peak hour vehicles onsite are 5.5 and the PM peak hour vehicles onsite are 9.5 per hour. Also according to the 9th edition of the ITE traffic manual Self Storage/Mini Warehouse has a 24hr trip generation of just 100 trips over the entire 24hr period, generating some of the lowest amount of traffic of any use. The addition of office suites will slightly increase the traffic and trip numbers (as highlighted by the updated traffic memo), but relatively speaking our combined uses will be a fraction of what a general commercial use generates.

“San Pablo Avenue provides vital economic development opportunities that can support diverse uses that serve the needs of local residents and visitors.” And “Encourage a mix of uses that complement and support one another and attract both local consumers and regional shoppers. Support diverse land use by targeting mixed-use development that can attract additional residential, live-work, office, and employment uses along with retail, restaurant, and entertainment uses”

Our development will take a vacant infill site, with limited residential impact and visibility, and activate it with a class A building, with a use that will support and spur additional residential growth and be a tremendous resource for small and mid-size businesses.

A key feature of all our facilities is best in class security. This security includes over 25 cameras, keypad entry for customers only from 6am-10pm at night, a facility manager, and a district manager who oversees all stores in the market. The construction of our facility will employ over 30 local workers and once completed we will have 3-4 part and full-time employees at the facility.

The property will have a small office of just under 800sqft, which will be the main contact area for the customers of the facility and will be designed with a modern finish.

It is important for our facility, since it is a mid-block entrance/exit, to be designed in a manner that creates a very easy to access and easy to see facility. Not only will this provide us with the best opportunity to be as successful as possible, it will also create a secure facility that residents of Pinole will be comfortable using for years to come. We will adhere to the guidelines set forth in the code and corridor specific plan and will pay very close attention to landscape design that will turn this vacant property in to something that is very pleasing to the eye and sets us apart from other options in the market. We will build a facility that is very unique and a true one of a kind facility, both in its fully climate controlled offering and in its detailed exterior façade. Pinole residents deserve a best in class option for their storage needs, and we will deliver a

facility that will meet and exceed the high expectations set by the Pinole Planning office, and as stated in section 7.0-6:

“Projects shall reflect the context within which they occur, but should be original in design and avoid duplication. Developments should have their own identity while complementing the character of the Specific Plan Area.”

Self-Storage is a very important low impact amenity for any community because it provides a safe, clean, and convenient location for belongings during sometimes difficult periods in a person's life, such as divorce, death, and downsizing. It is also important for a community because it can help eliminate the clutter sometimes found in neighborhoods, when garages are just not enough space. It promotes safety because when a garage is available, the vehicle can be kept inside and not be subject to attempted break-ins or vandalism. As a community it is important to provide resources so that those moving in to or out of the community can count on a close facility to provide them with the space they need for the short term or long term.

Self-Storage also promotes small business and retail sales. A small business can sometimes not afford enough square footage for all their supplies or inventory, so a 10x10 climate-controlled storage unit is a very efficient way for a small business to be able to compete with larger companies who can afford more space. This further highlights the value of the office suites as a main component of our facility.

This facility will be designed with an attention to detail and a detailed attention to its surrounding neighbors and the city of Pinole.

Sincerely,

Beau D. Reinberg

Beau D. Reinberg
President



jordan architects, inc.

May 10, 2019

Mr. Justin Shiu
City of Pinole - Planning
2131 Pear Street, #1
Pinole, CA 94564

Subject: Traffic Memo

To Whom It May Concern:

Jordan Architects draws upon over 35 years of self storage, industry-specific knowledge with over 3,000 facilities designed nationwide. In our experience we have seen a variety of project types and an even greater variety of jurisdictional requirements. It is our intention with this letter to provide some additional insight to the use of self storage and the project at hand. Please note that since the City of Pinole has standards for office parking, this study will only address the self storage portion of the project.

This project consists of the construction of a new self-storage facility on a ± 1.34 acre lot located at 890 San Pablo Avenue in the City of Pinole. The project is a state-of-the-art, neighborhood oriented facility comprised of 4,585 square feet of office space (825 square feet of which is dedicated to the self storage management office) and 71,368 gross square feet (approximately 60,662 net rentable square feet) of self-storage located within two multi-story buildings.

Professional management personnel for the facility will be on site during regular business hours. Office hours are tentatively scheduled from 8:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. Saturdays and Sundays. The security gate access for established self storage customers with current account status will be from 6:00 a.m. to 10:00 p.m., 7 days-a-week.

The following is an analysis of the parking required for this project.

Project Details

Self Storage:	$\pm$ 71,368 gross sq. ft.
Self Storage Office:	$\pm$ 825 gross sq. ft.
General Office:	$\pm$ 3,760 gross sq. ft.
Total Gross Building Area:	$\pm$ 75,953 gross sq. ft.
	$\pm$ 60,662 net rentable sq. ft.
	$\pm$ 525 units

Traffic Statistics

Due to its inherent nature, low traffic frequency and unique clientele, self-storage parking needs are significantly less than traditional warehouse, storage and other manufacturing uses. Self storage as a land use generates the lowest level of traffic compared to commercial, retail, office or industrial projects.

According to the ITE 9th Edition Trip Generation Manual, the use of “mini warehouse” would generate trips at a rate of 0.11 AM trips/TSF, 0.19 PM trips/TSF and 1.65 ADT/TSF.

Trip Generation Rate

“Mini Warehouse” trip generation rate: is 1.65 trips/1000 sq. ft. of net rentable area.

Self Storage: $60,662 / 1000 = 60.662 \times 1.65 = 100.092$ trips/24 hrs

Total trips **100 trips/24 hrs**

Peak Hours

The peak AM hour for self storage is 0.11 of the total trips/24hours. In this case that is 11 trips per peak AM hour, while the peak PM hour is 0.19 or 19 trips per peak PM hour.

Distribution of Traffic and Onsite Parking

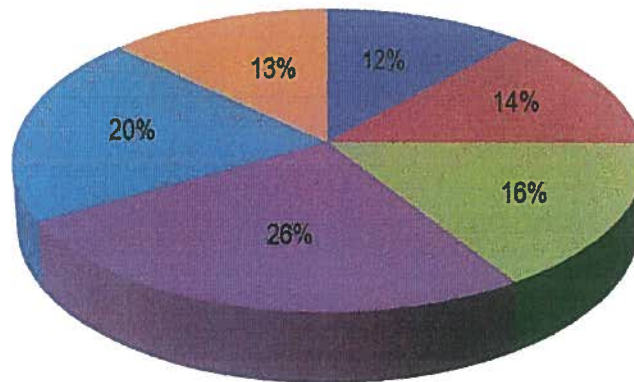
Since the peak AM and PM hours are expressed in “trips” which indicates an entry and an exit of a vehicle the actual onsite parking demand is half of the peak AM and PM trip rate, or in this case;

- **AM Peak hour 5.5 vehicles on site per hour.**
- **PM Peak hour 9.5 vehicles on site per hour.**

The current site plan contains 25 total spaces, including 1 ADA and 1 Clean Air/EV Space. This allows for 18 spaces for the office (including the self storage management office) and 7 spaces for the self storage. In our opinion, the 7 spaces are more than adequate as the majority of the traffic will be for the self storage office which has been parked according to the City standard of 1 space per 250 square feet.

It is also worth noting that approximately 74% of tenants access their unit less than **once a week** as indicated in the chart below (from the *2018 Self Storage Almanac*):

Chart 6.8 – Customer Visits to Unit



Source:

2017 Self Storage
Demand Study (SSA)

- More than once per week
- About once per week
- About once every two weeks
- About once per month
- 3 to 6 times per year
- Fewer than 3 times per year

It is our opinion that the spaces provided are adequate for this project based upon the information above, as well as the facilities in close proximity to the proposed project with few onsite parking spaces (see chart below).

FACILITY	APPROX. NET SQUARE FOOTAGE (NOT INCLUDING OFFICE AREA)	# OF TOTAL SPACES	RATIO
Public Storage 640 San Pablo Ave	±55,000	6	1 SPACE PER 9,167 SQ. FT.
Public Storage 2624 Appian Way	±37,000	4	1 SPACE PER 9,250 SQ. FT.
Public Storage 2650 Appian Way	±35,000	2	1 SPACE PER 17,500 SQ. FT.
PROPOSED PROJECT	60,662	7	1 SPACE PER 8,666 SQ. FT.

If you should require additional documentation regarding the above findings, please do not hesitate to ask.

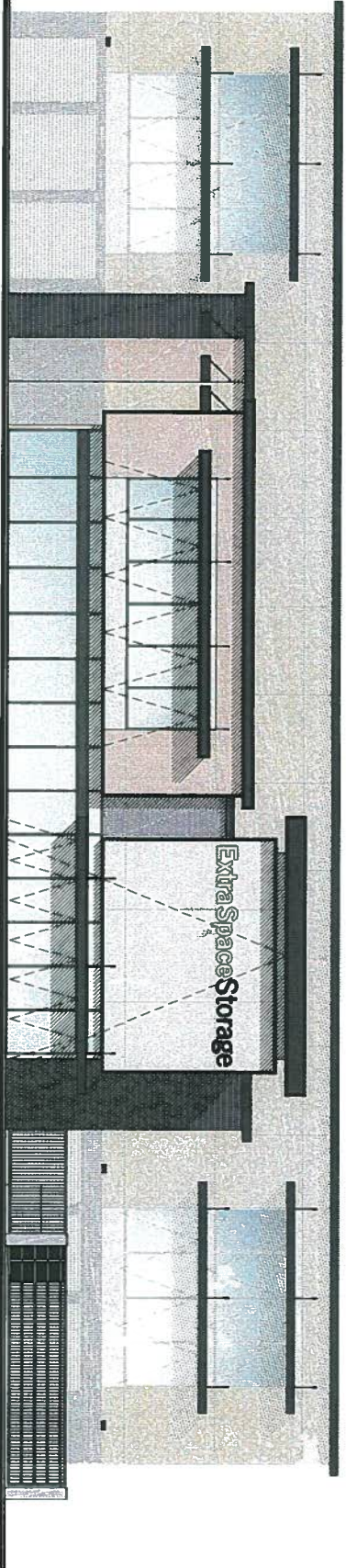
Thank you for your time and consideration.

David Meinecke | Jordan Architects, Inc.

ATTACHMENT D

EXTRA SPACE STORAGE PINOLE

890 SAN PABLO AVENUE
PINOLE, CA



DIRECTORY

OWNER
BEAU REINBERG
13000 E. 12TH AVE. SUITE 220
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TELEPHONE (637)213-1151
EMAIL beaureinberg@gsn.com

CNIL ENGINEER
KISTER, SANDO & NEI
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ARCHITECT
BRUCE JORDAN ARCHITECT
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SAN GABRIEL, CA 95773
TELEPHONE (916) 348-8000
TELEPHONE (916) 348-8000
CONTACT: David Harkins
EMAIL davidharkins@jordanarchitects.com

LANDSCAPE
VALLIER DESIGN ASSOCIATES, INC.
200 WASHINGTON AVENUE, SUITE G
PORT RICHMOND, CA 94801
TELEPHONE (916) 367-6195
CONTACT: Marco Vallier
EMAIL marco@vdesign.org.com

VICINITY MAP

PROJECT DATA

BASIS OF DESIGN		
REQUIRED	PROVIDED	
CIMU (OFFICE INDUSTRIAL MIXED USE)		
SSA - SERVICE SUB-AREA		
402-240-014		
GENERAL PLAN DESIGNATION		
APN	SAN PABLO AVE SPECIFIC PLAN	
OVERLAY	50 FT. 38 FT.	
STRUCTURE HEIGHT		
LANDSCAPE AREA	N/A 13,532 S.F. (24%)	
IMPERVIOUS AREA	N/A 17,247 S.F. (30%)	
SETBACKS:		
FRONT	0 FT. 0 FT.	
SIDE	0 FT. 4 FT.	
REAR	0 FT. 22 FT.	
IF ABUTTING MAIN STREET	0 FT. 0 FT.	
PARKING SPACES	1 SPACE/10,000 S.F. OF NET RENTABLE AREA = 6 SPACES 1 SPACE/250 S.F. OF OFFICE AREA = 18	24
PARKING SIZE	STANDARD: 9' X 18' PARALLEL: 9' X 24'	STANDARD: 9' X 18' PARALLEL: 9' X 24'

SITE DATA		
LOT AREA	58,402	SQ. FT.
	1.34	ACRES
PARKING SPACES PROVIDED	22	
STANDARDS ACCESSIBLE	2	
EVC PARKING	1	
TOTAL	25	
NUMBER OF STORAGE UNITS PROPOSED	525	

BUILDING AREA TABULATIONS (Square Feet)			
	SELF-STORAGE	OFFICE (INCLUDES SELF-STORAGE OFFICE)	TOTAL
BUILDING A			
1ST FLOOR	4,180	4,585	8,765
2ND FLOOR	8,765		8,765
BUILDING A GROSS AREA			17,530
BUILDING B			
1ST FLOOR	18,858		18,858
2ND FLOOR	18,858		18,858
3RD FLOOR	20,707		20,707
BUILDING B GROSS AREA			58,423
TOTAL GROSS BUILDING AREA:			75,953
EST. NET STORAGE AREA (DOES NOT INCLUDE RETAIL OFFICE AREA)			60,662

BUILDING CONSTRUCTION TYPE: IIB
OCCUPANCY CLASSIFICATION: S-1
BUILDINGS ARE EQUIPPED WITH AUTOMATIC FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH NFPA 13.

LANDSCAPE
L-1 LANDSCAPE SITE PLAN
L-2 LANDSCAPE ELEMENTS

SHEET INDEX

ARCHITECTURAL
A1 COVER SHEET
A2 PRELIMINARY SITE PLAN
A3 FIRE ACCESS & SAFETY PLAN
A4 PRELIMINARY FLOOR PLANS
A5 PRELIMINARY FLOOR PLANS
A6 PRELIMINARY OFFICE PLAN
A7 PRELIMINARY ROOF PLAN
A8 PRELIMINARY SECTION
A9 PRELIMINARY ELEVATIONS
A10 PRELIMINARY ELEVATIONS
A11 PRELIMINARY ELEVATIONS
A12 PRELIMINARY LIGHTING PLAN
A13 LIGHTING PLAN DETAILS
A14 FENCE PLAN & DETAILS
A15

CNIL
CN1 EXISTING & TOPOGRAPHIC SURVEY
CN10 STORAGE WATER CONTROL PLAN
CN11 STORAGE WATER CONTROL PLAN DETAILS
CN12 PRELIMINARY GRADING & DRAINAGE PLAN

LANDSCAPE
L-1 LANDSCAPE SITE PLAN
L-2 LANDSCAPE ELEMENTS

BEAU REINBERG

EXTRA SPACE PINOLE

PINOLE, CA

COVER SHEET

JOB NUMBER: 18-523
SCALE: NTS
DATE: 09/20/18

A.1

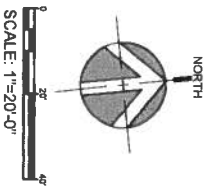
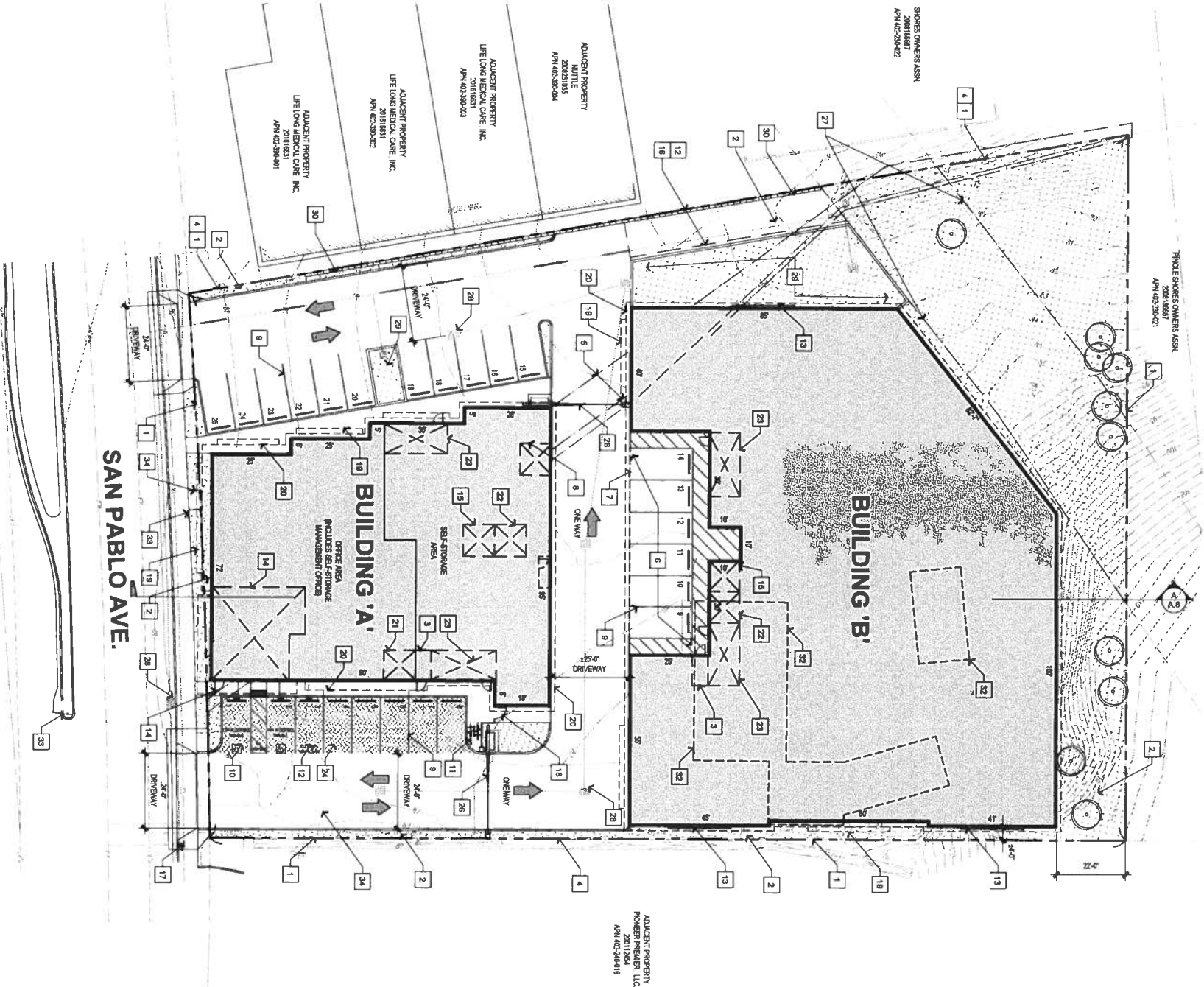
BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

PRELIMINARY SITE PLAN
SCHEME D

JOB NUMBER: 18-523
SCALE: AS NOTED
DATE: 09/20/18

A.2

THIS DRAWING AND ITS CONTENTS ARE EXCLUSIVELY FOR THE USE OF THE CLIENT. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JORDAN ARCHITECTS, INC.



KEY NOTES

- 1 PROPERTY LINE.
- 2 LANDSCAPE AREA. SEE LANDSCAPE PLANS.
- 3 FIRE RISER.
- 4 NEW WROUGHT IRON FENCE ALONG PROPERTY LINE.
- 5 EXISTING 10'-0" STORM DRAIN EASEMENT. TO BE RELOCATED.
- 6 LOADING AREA.
- 7 PROJECTION OF 2ND AND 3RD FLOOR ABOVE.
- 8 TRASH AND RECYCLING ENCLOSURE.
- 9 PARKING SPACE, TYP.
- 10 VAN ACCESSIBLE PARKING SPACE.
- 11 BIKE RACK.
- 12 CLEAN AIR VEHICLE PARKING.
- 13 METAL TRELLIS.
- 14 OFFICE ENTRANCE.
- 15 ELEVATOR LOCATION.
- 16 NEW 12'-0" WIDE SERVICE ACCESS EASEMENT W/ ROLL-OVER CURB.
- 17 FIRE HYDRANT.
- 18 PEDESTRIAN ACCESS.
- 19 AMINING PROJECTION ABOVE.
- 20 CORNICHE PROJECTION ABOVE.
- 21 ELECTRICAL ROOM.
- 22 MECHANICAL ROOM.
- 23 STAIR LOCATION.
- 24 ENHANCED SURFACE.
- 25 PROJECTION ABOVE.
- 26 NEW LIFT GATE.
- 27 EXISTING 33'-0" WIDE CHEVRON PIPELINE EASEMENT.
- 28 CATCH BASIN. SEE CIVIL.
- 29 BIOSWALE LOCATION. SEE CIVIL.
- 30 RETENTION WALL. SEE GRADING PLAN.
- 31 12' WIDE GRAVEL ROADWAY. SEE CIVIL.
- 32 EXISTING BUILDING LOCATIONS (TO BE DEMO)
- 33 EXISTING STREET SIGN
- 34 TRANSFORMER PAD LOCATION.

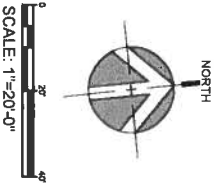
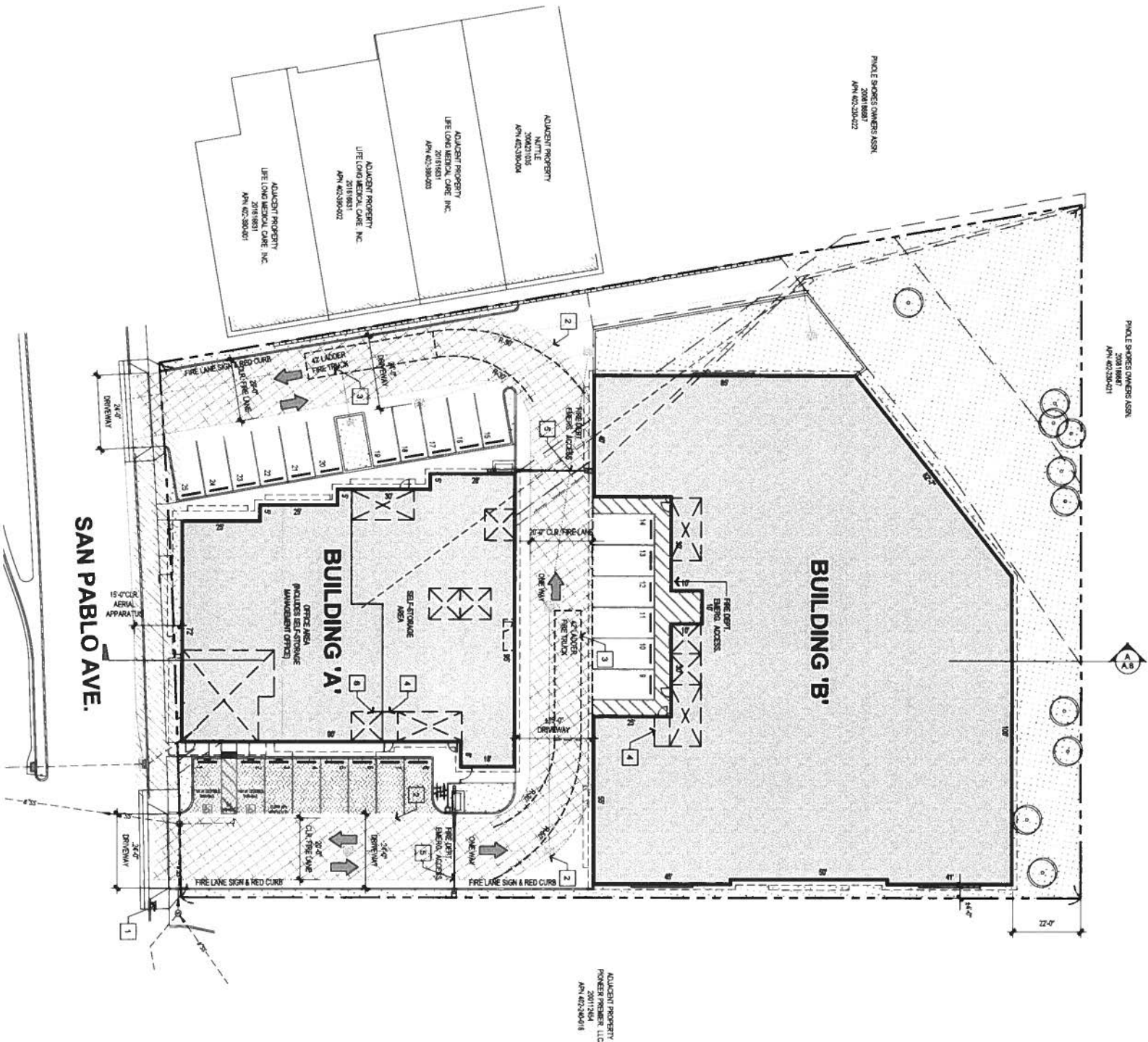
BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

FIRE ACCESS & SAFETY PLAN

JOB NUMBER: 18-523
SCALE: AS NOTED
DATE: 09/2018

A.3

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KEY NOTES

- 1 FIRE HYDRANT.
- 2 FIRE LANE
26'-0" CLEAR.
- 3 42' FIRE LADDER TRUCK.
- 4 FIRE RISER.
- 5 KNOT BOX.
- 6 ELECTRICAL ROOM.

NOTES TO PLAN:

1. SITE AND BUILDING DESIGN SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE 2016 IFC.
2. PURSUANT TO IFC, SECTION 803.2.8(5), AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH NFPA 13, 2016 EDITION, SHALL BE PROVIDED THROUGHOUT GROUP S-1 SELF-STORAGE OCCUPANCIES.
3. BUILDING CONSTRUCTION TYPE: IIB.
4. A SECONDARY MEANS OF ACCESS SHOULD BE PROVIDED WITH A MINIMUM 26'-0" UNOBSTRUCTED WIDTH.
5. FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS (85,000 LBS) AND SHALL BE SURFACED.
6. FIRE ACCESS ROAD TURNING RADIUS SHALL BE A MINIMUM OF 40 FEET INSIDE AND 80 FEET OUTSIDE MEASURED FROM THE SAME POINT.
7. ACCESS ROADWAYS AT LEAST 26 FEET WIDE BUT LESS THAN 32 FEET WIDE SHALL HAVE AT LEAST ONE SIDE OF THE ROAD MARKED AS FIRE LANE.
8. OPTICOM SENSOR UNIT REQUIRED FOR ALL MEANS OF ACCESS AND KNOX BOX FOR ALL SECONDARY EMERGENCY ENTRANCES.
8. FIRE HYDRANTS SHALL NOT BE LOCATE MORE THAN 300 FEET APART.
10. BUILDING CONSTRUCTION TYPE: IIB.
11. OCCUPANCY CLASSIFICATION: S-1.
12. MAX ALLOWED STORAGE HEIGHT: 8'-0".
13. 3RD PARTY MANAGEMENT WILL IDENTIFY HAZARDOUS MATERIALS PER MUNICIPAL FIRE CODE AND PROVIDE A LIST INCLUDED IN THE LEASE CONTRACT FOR EACH STORAGE UNIT.

BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

PRELIMINARY FLOOR PLANS

JOB NUMBER: 18-523
SCALE: AS NOTED
DATE: 09/20/18

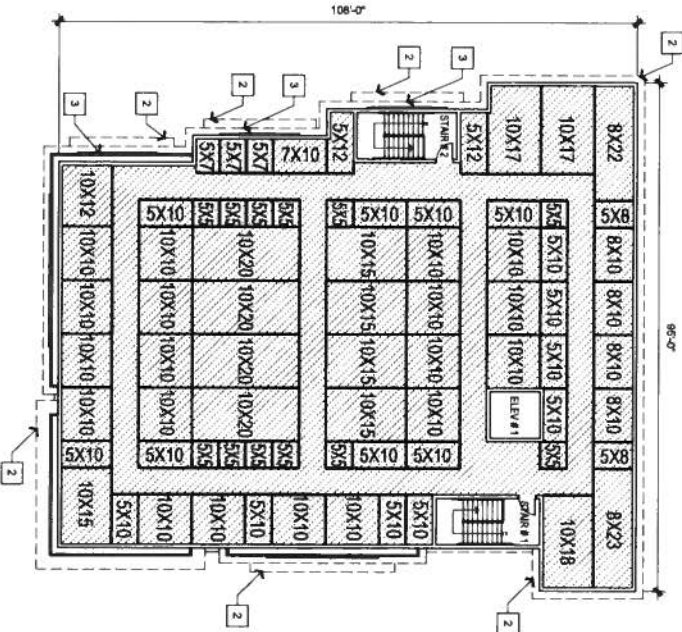
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2ND FLOOR PLAN - BLDG. A

2

1/16" = 1'-0"

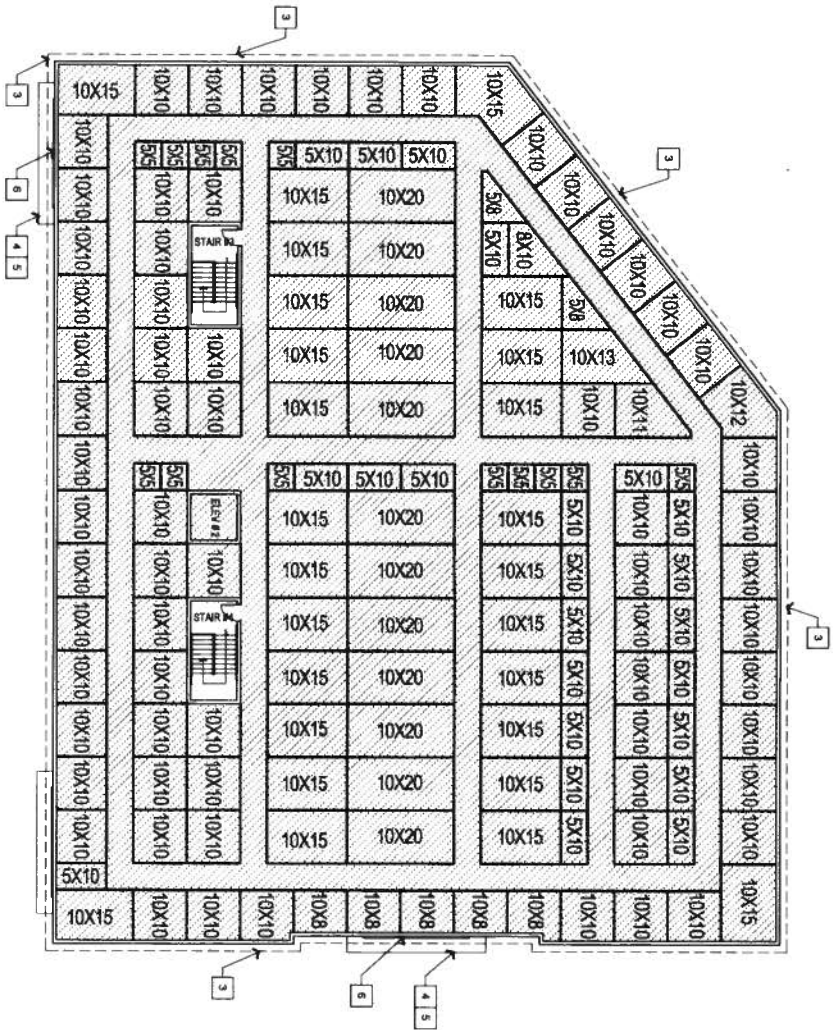


BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

PRELIMINARY FLOOR PLANS

JOB NUMBER: 18-523
SCALE: AS NOTED
DATE: 09/20/18

A.5



3RD FLOOR PLAN - BLDG. B

1/16" = 1'-0"

1

KEY NOTES

- CLIMATE CONTROL AREA
- 1 PROJECTION OF FLOOR ABOVE.
- 2 CORNER/CLAMMING PROJECTION ABOVE.
- 3 SPANDREL GLASS

WALL LEGEND

- 8" CMU WALL
- PARTITION WALL / LOAD BEARING 2-6"

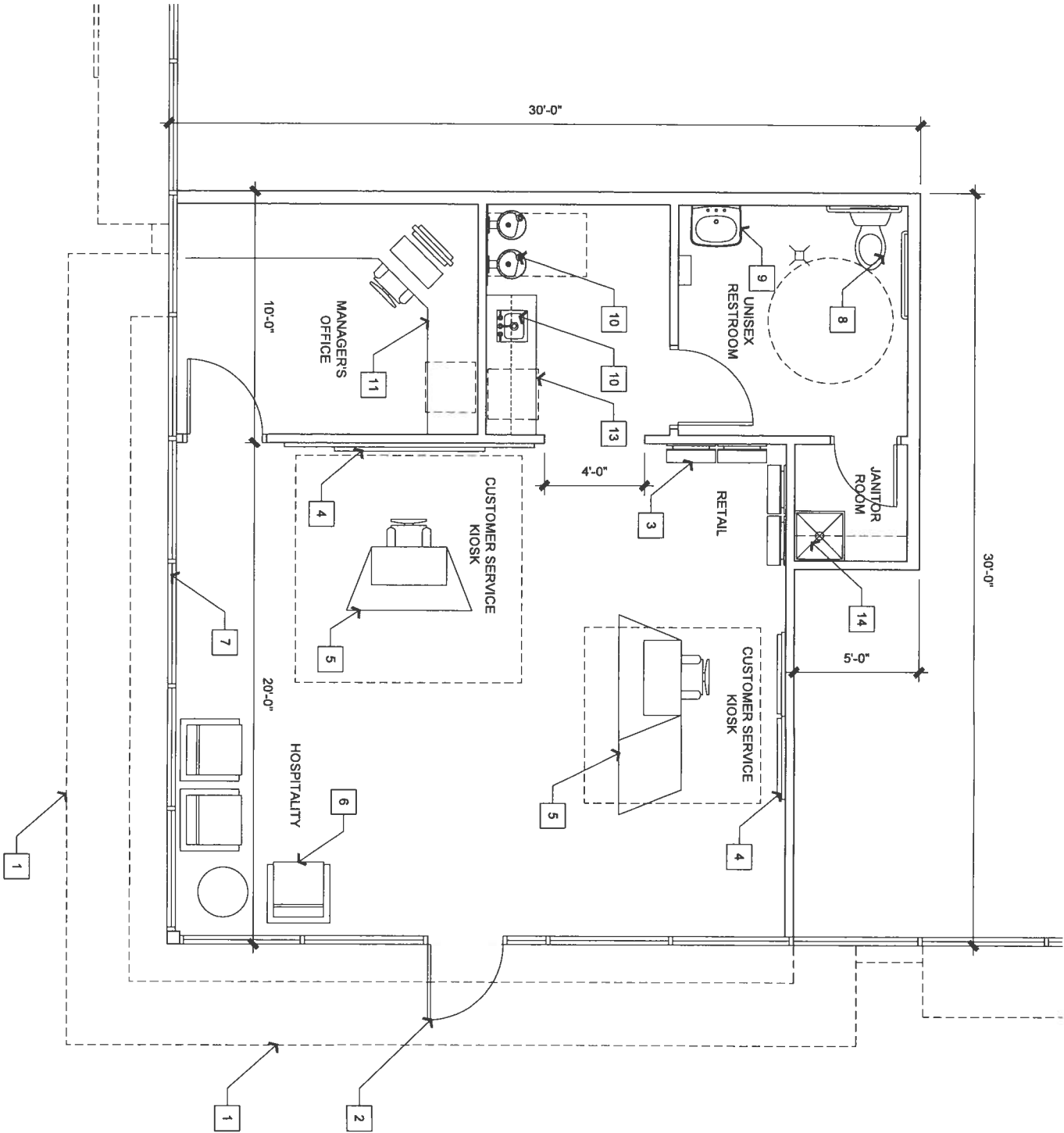
BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

PRELIM. OFFICE PLAN

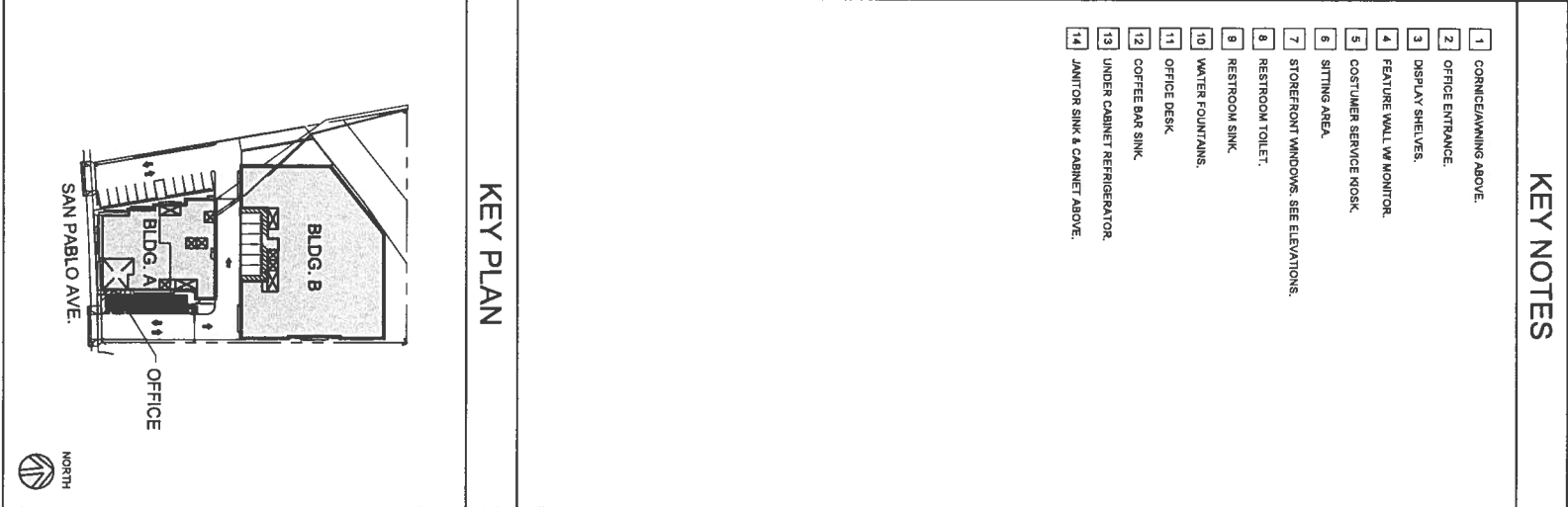
JOB NUMBER: 18-523
SCALE: AS NOTED
DATE: 09/20/18

A.6

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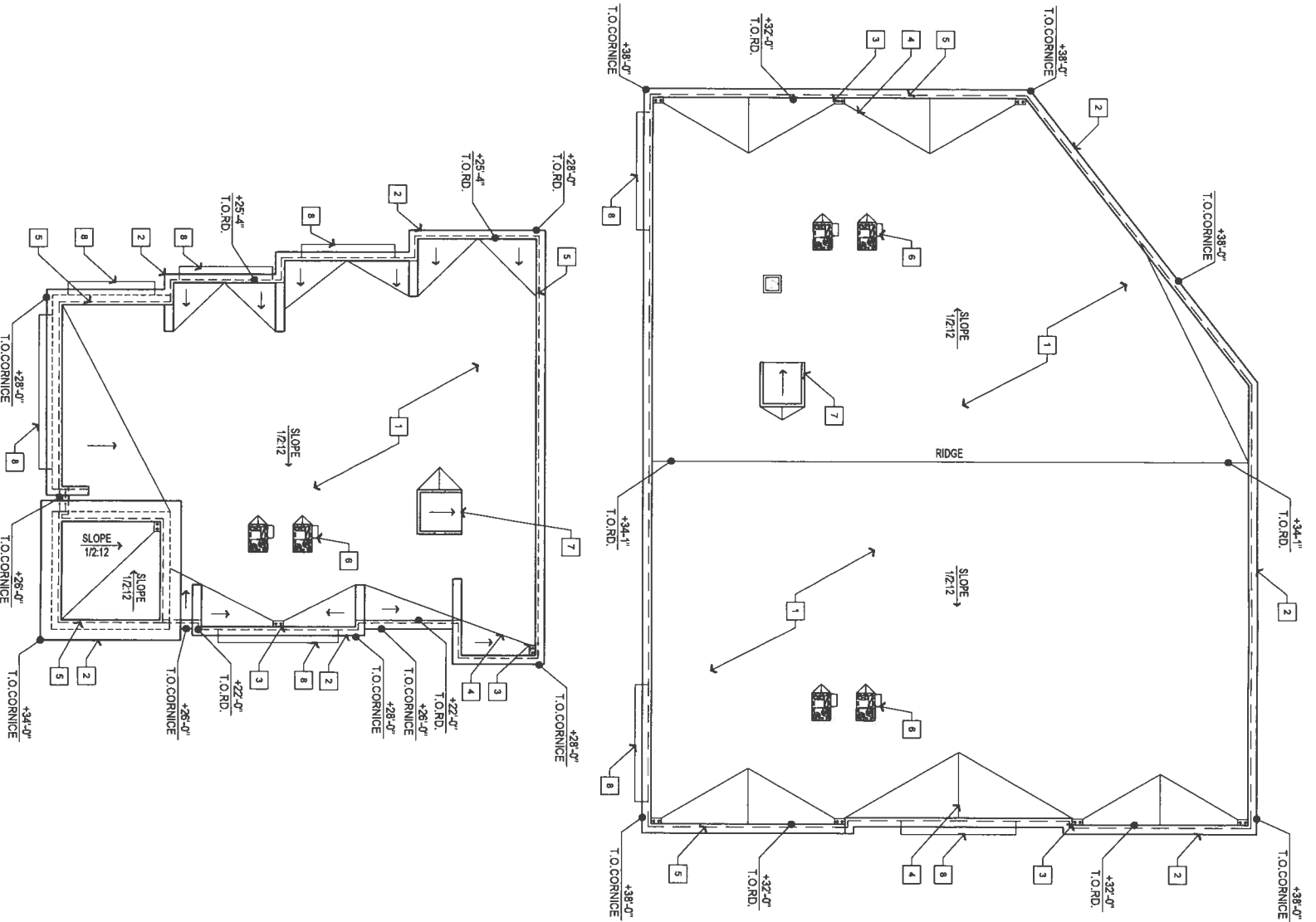
OFFICE PLAN 1
3/8" = 1'-0"



- KEY NOTES**
- 1 CORNICE/AWNING ABOVE.
 - 2 OFFICE ENTRANCE.
 - 3 DISPLAY SHELVES.
 - 4 FEATURE WALL W/ MONITOR.
 - 5 CUSTOMER SERVICE KIOSK.
 - 6 SITTING AREA.
 - 7 STOREFRONT WINDOWS. SEE ELEVATIONS.
 - 8 RESTROOM TOILET.
 - 9 RESTROOM SINK.
 - 10 WATER FOUNTAINS.
 - 11 OFFICE DESK.
 - 12 COFFEE BAR SINK.
 - 13 UNDER CABINET REFRIGERATOR.
 - 14 JANITOR SINK & CABINET ABOVE.

KEY PLAN

BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA



KEY NOTES	
1	T.P.O. ROOFING SYSTEM.
2	CORNICE.
3	ROOF DRAIN, TYP.
4	ROOF CRICKET, TYP.
5	WALL BELOW.
6	TOP MOUNTED MECHANICAL UNITS.
7	ELEVATOR - ROOF ACCESS.
8	AWNING BELOW.

ROOF PLAN

JOB NUMBER: 18-523
SCALE: 1/16"=1'-0"
DATE: 09/20/18

A.7

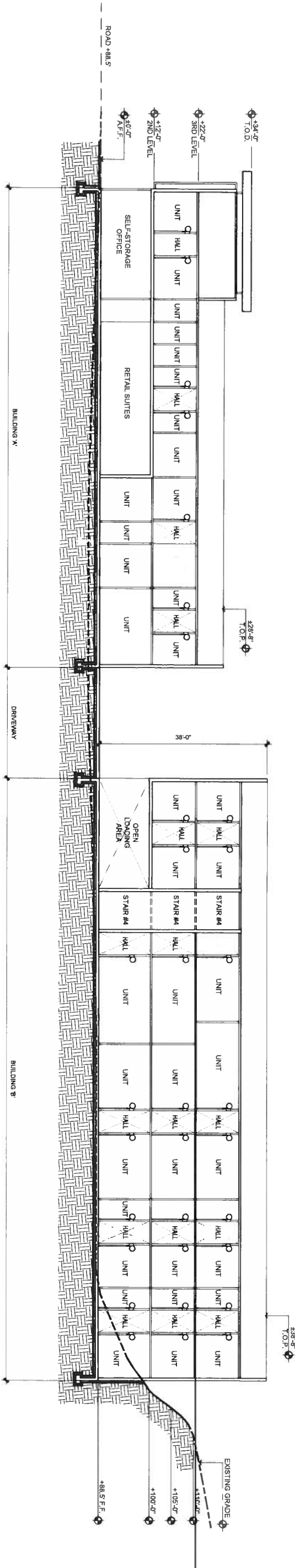
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BEAU REINBERG
EXTRA SPACE PINOLE

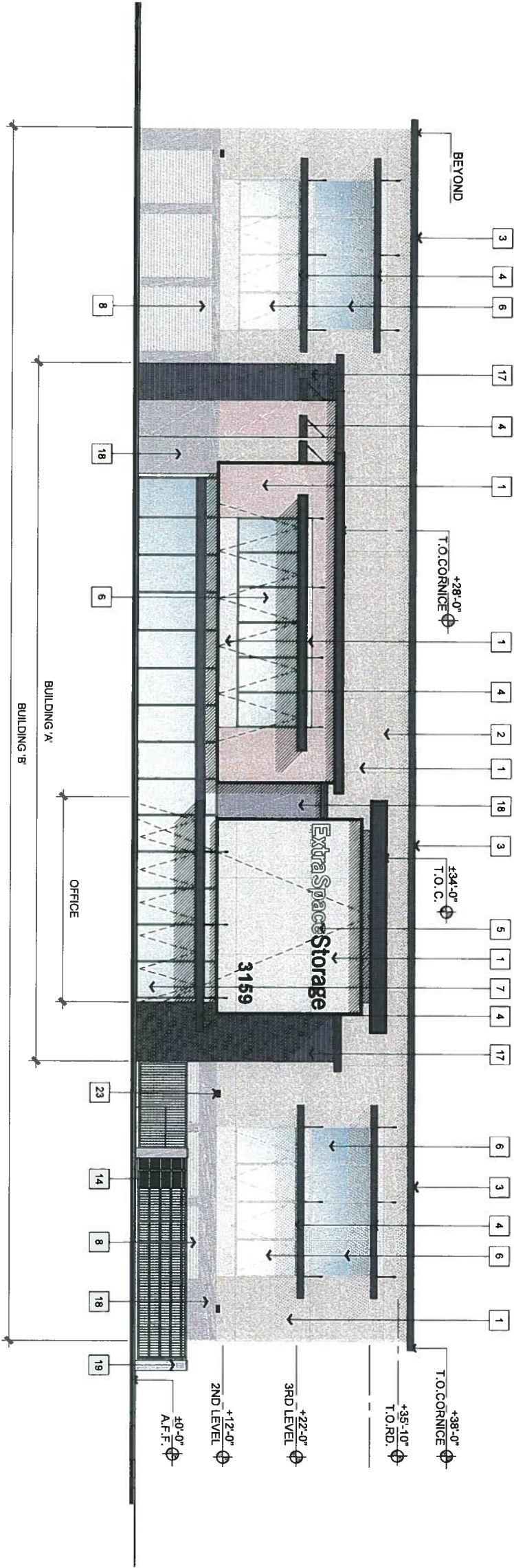
PRELIMINARY SECTION

JOB NUMBER: 18-523
SCALE: AS NOTED
DATE: 09/20/18

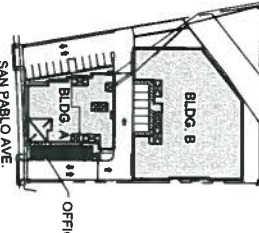
A.8



CROSS SECTION A
1



SOUTH ELEVATION - SAN PABLO AVE. 1

KEY MAP		KEYNOTES		COLOR & MATERIAL BOARD		
						

C1

PAINT

MANUFACTURER, SHERWIN WILLIAMS

COLOR, NEUTRALUS WHITE SW909

C2

CORRUGATED METAL

MANUFACTURER, MRCI

COLOR, SIGNATURE 200 CHARCOAL

C3

C.M.U.

MANUFACTURER, ORGO BLOCK

COLOR, SPLITFACE BLACK 100 LW

C4

PAINT

MANUFACTURER, SHERWIN WILLIAMS

COLOR, TROBORN BLACK SW628

C5

PAINT

MANUFACTURER, SHERWIN WILLIAMS

COLOR, BAZE GREEN SW6429

C6

PAINT

MANUFACTURER, SHERWIN WILLIAMS

COLOR, TUMBLIN TUMBLEWEED SW6720

C7

ROLL-UP DOORS

MANUFACTURER, JANUS INTERNATIONAL

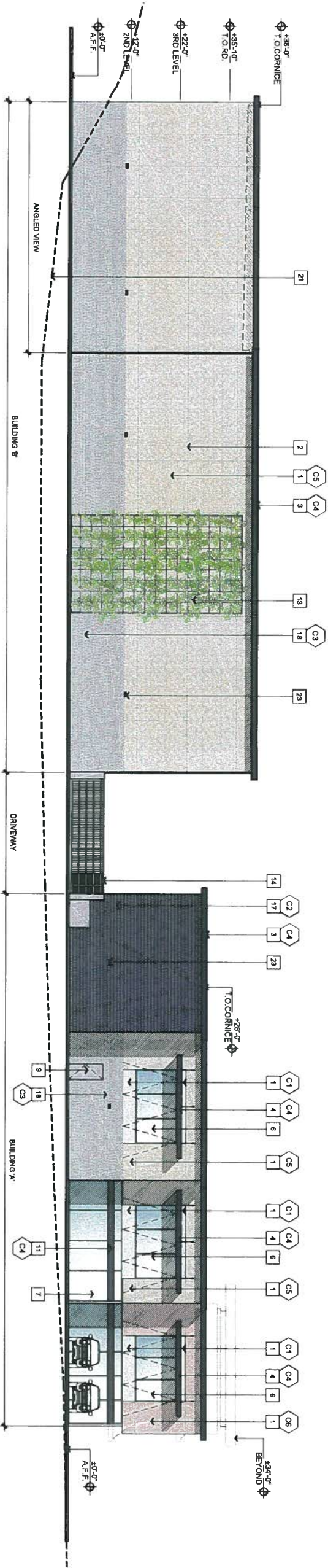
COLOR, SATIN WHITE

BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

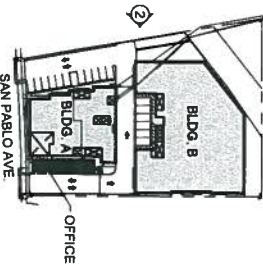
PRELIMINARY ELEVATIONS

JOB NUMBER: 18-523
SCALE: AS NOTED
DATE: 09/20/18

A.9



WEST ELEVATION 2
3/32" = 1'-0"

KEY MAP	KEYNOTES	COLOR & MATERIAL BOARD
	1 SMOOTH STUCCO FINISH. 2 STUCCO REVEAL CHANNEL. 3 CORNICE. 4 METAL AWNING. 5 WALL MOUNTED SIGN SHOWN FOR DESIGN PURPOSE ONLY. UNDER SEPARATE PERMIT. 6 FAUX WINDOW (SPANDREL GLASS). 7 GLAZING. 8 STORAGE UNIT ROLL-UP DOOR 9 EXTERIOR DOOR. 10 OFFICE ENTRANCE. 11 ACCENT BAND. 12 SLIDING GATE. 13 METAL TRELLIS. 14 LIFT GATE. 15 PEDESTRIAN ACCESS. 16 7 WROUGHT IRON FENCE. 17 ARCHITECTURAL METAL PANEL. 18 C.M.U. 19 FENCE POST. 20 NOT USED. 21 NATURAL GRADE. 22 NOT USED. 23 LIGHT FIXTURE. SEE LIGHTING PLAN.	 C1 PANT MANUFACTURER SHERWIN WILLIAMS COLOR: NEBULOUS WHITE SW7063  C2 CORRUGATED METAL MANUFACTURER MRCI COLOR: SIGNATURE 200 CHARCOAL  C3 C.M.U. COLOR: SPLIT FACE BLACK 190/LW  C4 PANT MANUFACTURER SHERWIN WILLIAMS COLOR: TRICORN BLACK SW6259  C5 PANT MANUFACTURER SHERWIN WILLIAMS COLOR: BAZEE GREEN SW6429  C6 PANT MANUFACTURER SHERWIN WILLIAMS COLOR: TUMBLIN TUMBLEWEED SW9120  C7 ROLL-UP DOORS MANUFACTURER JANUS INTERNATIONAL COLOR: SATIN WHITE

C1

PAIN

MANUFACTURER SHERWIN WILLIAMS

COLOR: HERBIOUS WHITE SW650S

C2

CORRUGATED METAL

MANUFACTURER MRCI

COLOR: SIGNATURE 200 CHARCOAL

C3

C.M.U.

MANUFACTURER GRACO BLOCK

COLOR: SPLUFFFACE BLACK 100 LW

C4

PAIN

MANUFACTURER SHERWIN WILLIAMS

COLOR: TRICORN BLACK SW62S

C5

PAIN

MANUFACTURER SHERWIN WILLIAMS

COLOR: BAZE GREEN SW642S

C6

PAIN

MANUFACTURER SHERWIN WILLIAMS

COLOR: TUMBLIN TUMBLED SW6120

C7

ROLL-UP DOORS

MANUFACTURER JANUS INTERNATIONAL

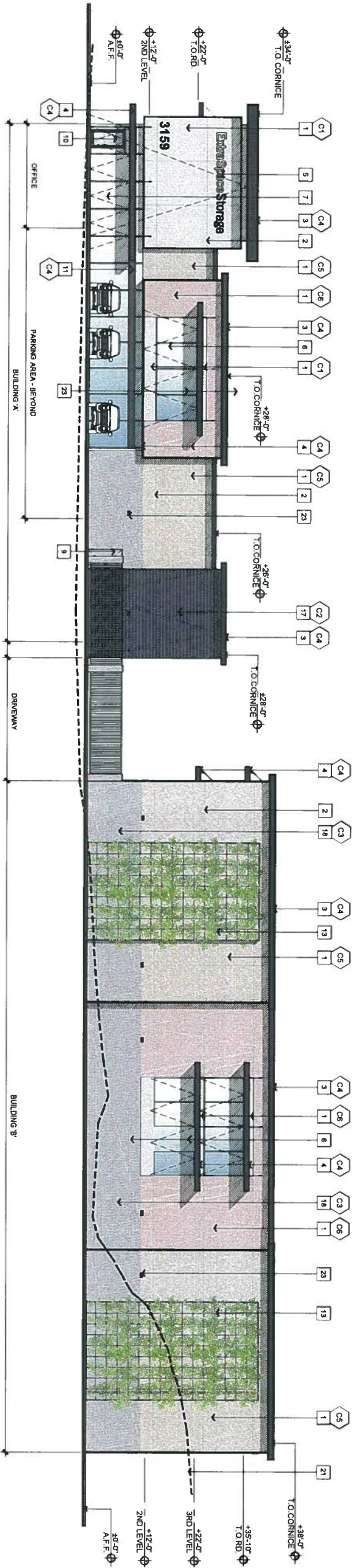
COLOR: SATIN WHITE

BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

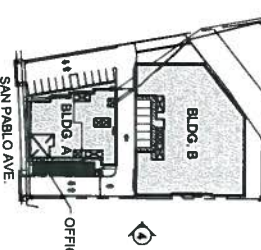
PRELIMINARY ELEVATIONS

Jordan Architects, Inc.
301 GALE GARDEN, SUITE 100
SAN CLEMENTE, CA 92672-7241
Tel: 949.261.1855-1850
Fax: 949.261.1855-1850

JOB NUMBER: 18-523
SCALE: AS NOTED
DATE: 09/20/18
A.10



EAST ELEVATION
3/32" = 1'-0"
4

KEY MAP		KEYNOTES		COLOR & MATERIAL BOARD		
		1 SMOOTH STUCCO FINISH. 2 STUCCO REVEAL CHANNEL. 3 CORNICE. 4 METAL AWNING. 5 WALL MOUNTED SIGN, SHOWN FOR DESIGN PURPOSE ONLY, UNDER SEPARATE PERMIT. 6 FAUX WINDOW (SPANDREL GLASS). 7 GLAZING. 8 STORAGE UNIT ROLL-UP DOOR 9 EXTERIOR DOOR. 10 OFFICE ENTRANCE. 11 ACCENT BAND. 12 SLIDING GATE. 13 METAL TRELLIS. 14 LIFT GATE. 15 PEDESTRIAN ACCESS. 16 7 WROUGHT IRON FENCE. 17 ARCHITECTURAL METAL PANEL. 18 C.M.U. 19 FENCE POST. 20 NOT USED.		 C1 PANT MANUFACTURER SHERWIN WILLIAMS COLOR NEBULOUS WHITE SW7083  C2 CORRUGATED METAL MANUFACTURER MRC COLOR SIGNATURE 200 CHARCOAL  C3 C.M.U. MANUFACTURER ORCO BLOCK COLOR SPLIT FACE BLACK 100 LW  C4 PANT MANUFACTURER SHERWIN WILLIAMS COLOR TRICORN BLACK SW628  C5 PANT MANUFACTURER SHERWIN WILLIAMS COLOR BAZE GREEN SW428  C6 PANT MANUFACTURER SHERWIN WILLIAMS COLOR TUMBLIN TUMBLEWEED SW9120  C7 ROLL-UP DOORS LAMAS INTERNATIONAL COLOR SATIN WHITE		

C1

PAINT

MANUFACTURER: SHERWIN WILLIAMS

COLOR: NEBRILIOUS WHITE SW603

C2

CORRUGATED METAL

MANUFACTURER: MRCI

COLOR: SIGNATURE 200 CHARCOAL

C3

C.M.U.

MANUFACTURER: ORCO BLOCK

COLOR: SPLIT FACE BLACK 100 LW

C4

PAINT

MANUFACTURER: SHERWIN WILLIAMS

COLOR: TRICORN BLACK SW628

C5

PAINT

MANUFACTURER: SHERWIN WILLIAMS

COLOR: BAZE GREEN SW6423

C6

PAINT

MANUFACTURER: SHERWIN WILLIAMS

COLOR: TUMBLIN TUMBLEWEED SW6120

C7

ROLL-UP DOORS

MANUFACTURER: JANUS INTERNATIONAL

COLOR: SATIN WHITE

BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

PRELIMINARY ELEVATIONS

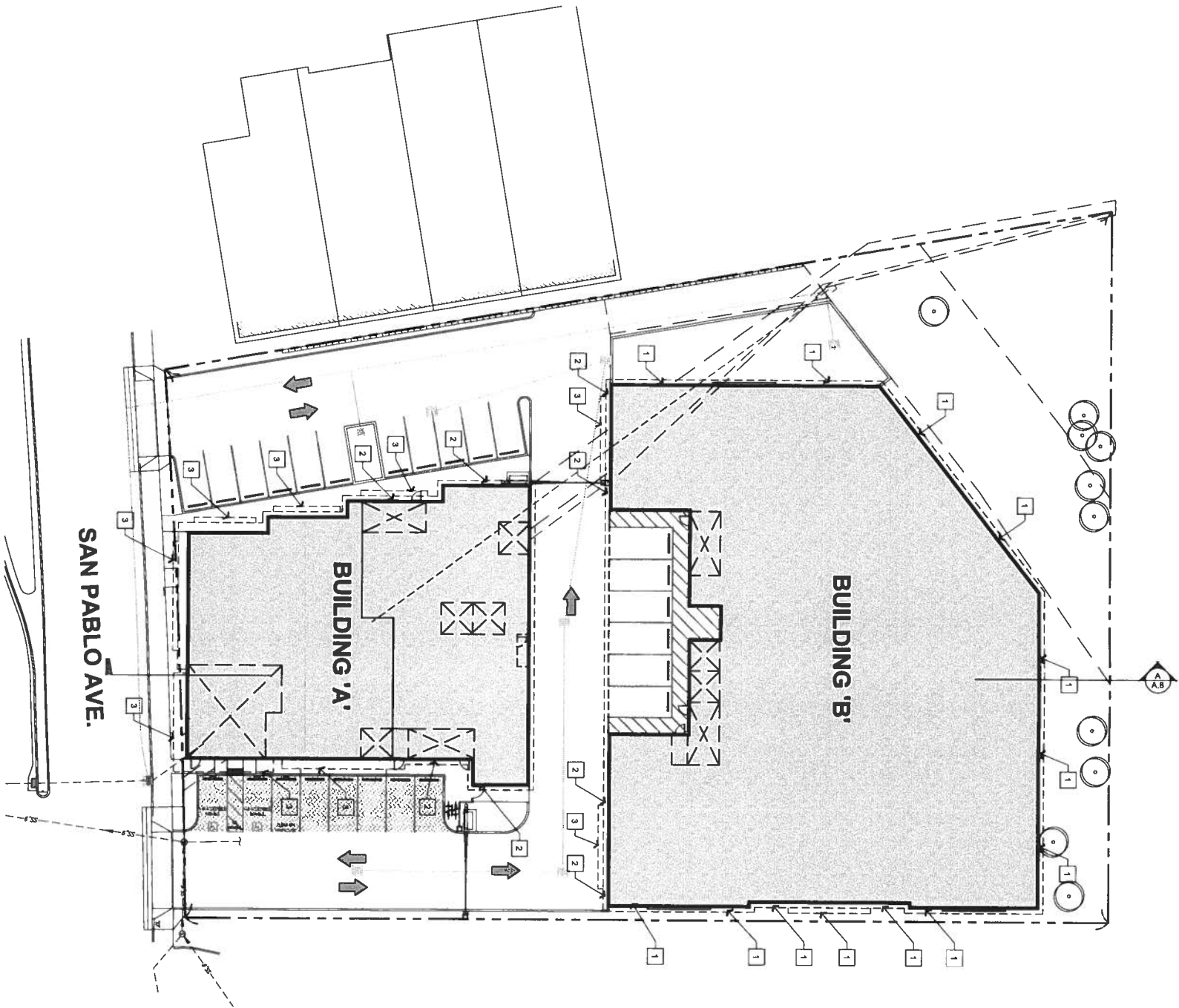
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SCALE: AS NOTED
DATE: 09/20/18

A.12

jordan
ARCHITECTS, INC.
1000 CALIFORNIA STREET, SUITE 100
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TEL: (415) 778-1234
FAX: (415) 778-1235
WWW.JORDANARCHITECTS.COM

BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA



KEY NOTES

- 1 SITE LIGHTING MOUNTED ON BUILDING WALL @ 30'-0" O.C. SEE DETAIL SHEET.
- 2 ACCENT LIGHTING FIXTURE MOUNTED ON BUILDING WALL. SEE DETAIL SHEET.
- 3 DOWNLIGHT. SEE DETAIL SHEET.

LIGHTING PLAN

JOB NUMBER: 18-523
SCALE: AS NOTED
DATE: 08/20/18

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A.13



BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

LIGHTING PLAN DETAILS

IDENTIFICATION		DATE		TIME		LOCATION		OFFICER		REMARKS	
1. NAME OF VEHICLE		2. MAKE		3. MODEL		4. COLOR		5. TYPE		6. OTHER	
7. LICENSE NO.		8. VIN		9. ENGINE NO.		10. BODY NO.		11. TIRE NO.		12. OTHER	
13. MAKE		14. MODEL		15. COLOR		16. TYPE		17. OTHER		18. OTHER	
19. MAKE		20. MODEL		21. COLOR		22. TYPE		23. OTHER		24. OTHER	
25. MAKE		26. MODEL		27. COLOR		28. TYPE		29. OTHER		30. OTHER	
31. MAKE		32. MODEL		33. COLOR		34. TYPE		35. OTHER		36. OTHER	
37. MAKE		38. MODEL		39. COLOR		40. TYPE		41. OTHER		42. OTHER	
43. MAKE		44. MODEL		45. COLOR		46. TYPE		47. OTHER		48. OTHER	
49. MAKE		50. MODEL		51. COLOR		52. TYPE		53. OTHER		54. OTHER	
55. MAKE		56. MODEL		57. COLOR		58. TYPE		59. OTHER		60. OTHER	
61. MAKE		62. MODEL		63. COLOR		64. TYPE		65. OTHER		66. OTHER	
67. MAKE		68. MODEL		69. COLOR		70. TYPE		71. OTHER		72. OTHER	
73. MAKE		74. MODEL		75. COLOR		76. TYPE		77. OTHER		78. OTHER	
79. MAKE		80. MODEL		81. COLOR		82. TYPE		83. OTHER		84. OTHER	
85. MAKE		86. MODEL		87. COLOR		88. TYPE		89. OTHER		90. OTHER	
91. MAKE		92. MODEL		93. COLOR		94. TYPE		95. OTHER		96. OTHER	
97. MAKE		98. MODEL		99. COLOR		100. TYPE		101. OTHER		102. OTHER	
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139. MAKE		140. MODEL		141. COLOR		142. TYPE		143. OTHER		144. OTHER	
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163. MAKE		164. MODEL		165. COLOR		166. TYPE		167. OTHER		168. OTHER	
169. MAKE		170. MODEL		171. COLOR		172. TYPE		173. OTHER		174. OTHER	
175. MAKE		176. MODEL		177. COLOR		178. TYPE		179. OTHER		180. OTHER	
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211. MAKE		212. MODEL		213. COLOR		214. TYPE		215. OTHER		216. OTHER	
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241. MAKE		242. MODEL		243. COLOR		244. TYPE		245. OTHER		246. OTHER	
247. MAKE		248. MODEL		249. COLOR		250. TYPE		251. OTHER		252. OTHER	
253. MAKE		254. MODEL		255. COLOR		256. TYPE		257. OTHER		258. OTHER	
259. MAKE		260. MODEL		261. COLOR		262. TYPE		263. OTHER		264. OTHER	
265. MAKE		266. MODEL		267. COLOR		268. TYPE		269. OTHER			

Figure 1: Design of a 10-story building.

The figure consists of three main parts: a plan view, a section view, and a table of material quantities.

Plan View: Shows a rectangular building with a central core and four wings. The dimensions are 100' x 100'. The plan view is divided into four quadrants, each labeled with a letter (A, B, C, D) and a number (1, 2, 3, 4). The plan view also shows the location of the central core and the four wings.

Section View: Shows a cross-section of the building with a central core and four wings. The dimensions are 100' x 100'. The section view shows the building's structure, including the central core, the four wings, and the floor slabs.

Table of Material Quantities: Lists the quantities of various materials required for the building. The table is organized into columns for different materials and rows for different quantities.

Material	Quantity	Unit
Concrete	1000	cubic yards
Reinforcing Steel	100	tons
Formwork	1000	square feet
Brick	1000	thousands
Glazing	1000	square feet
Paint	1000	gallons
Insulation	1000	square feet
Roofing	1000	square feet
Electrical	1000	feet
Plumbing	1000	feet
Mechanical	1000	feet
Other	1000	feet

[illegible][illegible]

Figure 1. A 3D visualization of a protein structure, likely a viral capsid, displayed on a computer monitor. The structure is shown in a semi-transparent, wireframe-like style, revealing its internal components and subunits. The monitor is a CRT type, and the image is a scan of a printed page. The text "Figure 1" is visible in the bottom right corner of the page.

WALLPACK
NTS
1

ACCENT LIGHT 2

[illegible][illegible]

Page 10 of 10

COMPETITION WITH EXISTING GOODS: 2000-2001 & 2002-2003 COMPETITION RESULTS

Product Box - The Great Escape

Product Box - The Great Escape

Product Box - The Great Escape

Product Box - The Great Escape

Product Box - The Great Escape

Product Box - The Great Escape

Product Box - The Great Escape

Product Box - The Great Escape

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Product Box - The Great Escape

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DOWNLIGHT

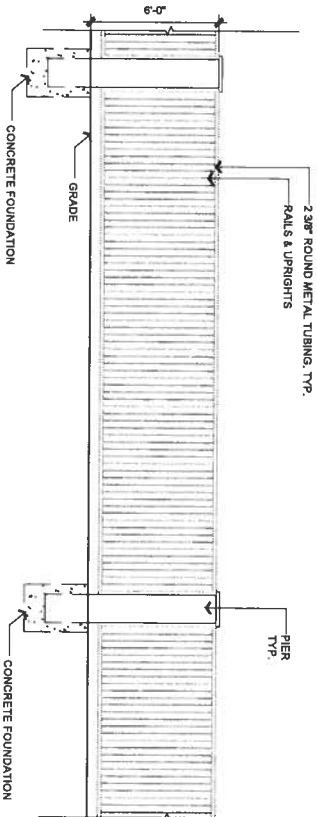
NTS

3

NTS

3

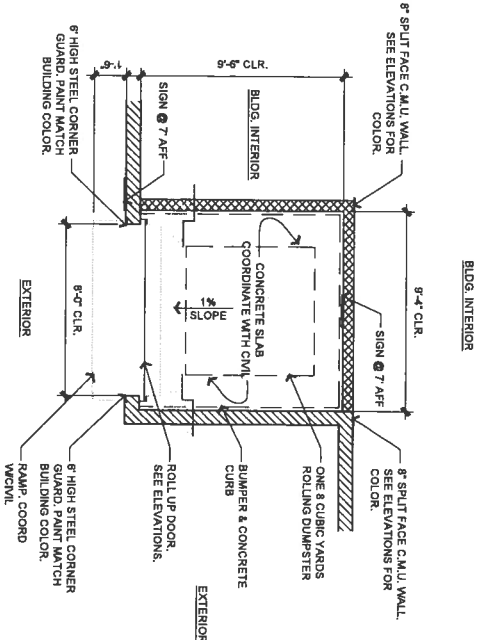
BATA



WROUGHT IRON FENCE DETAIL

1/4" = 1'-0"

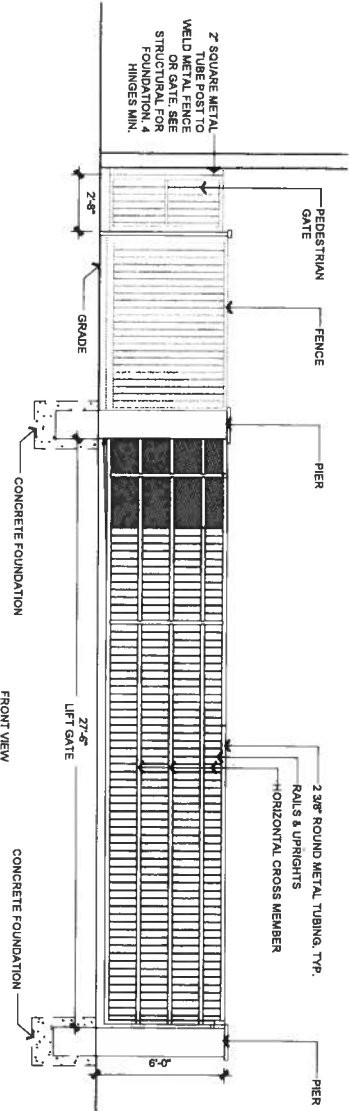
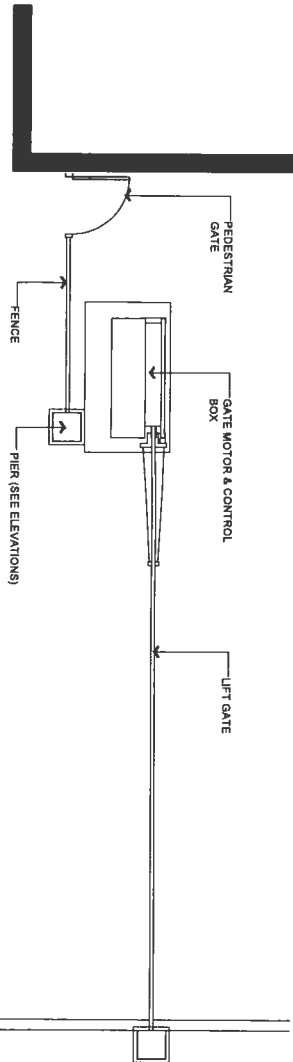
3



TRASH ENCLOSURE DETAIL. TYP.

1/4" = 1'-0"

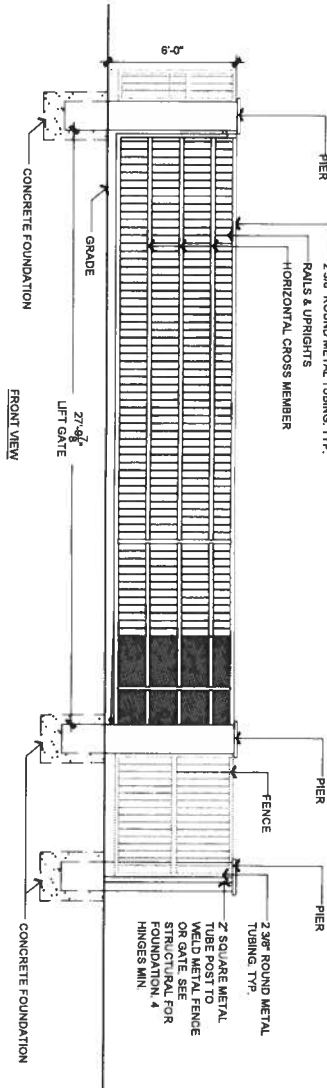
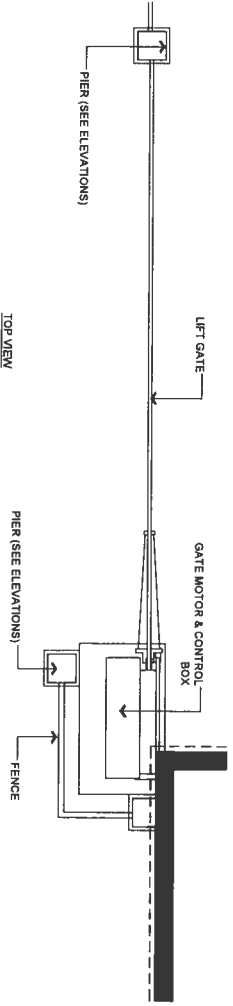
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ENTRY ONLY LIFT GATE DETAIL.

1/4" = 1'-0"

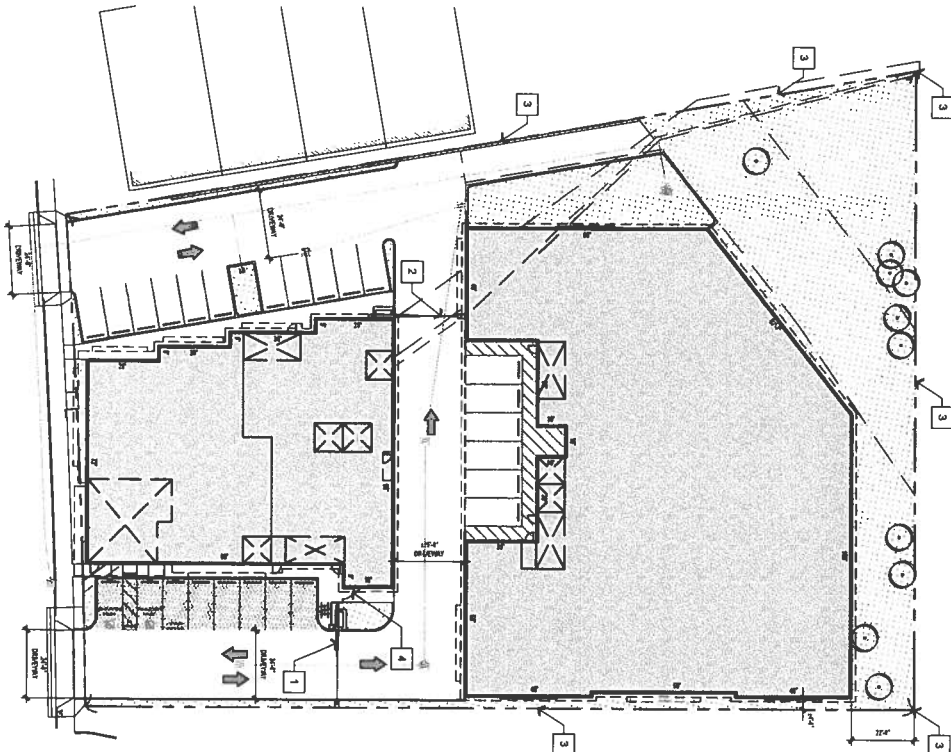
1



EXIT ONLY LIFT GATE DETAIL.

1/4" = 1'-0"

2



FENCE & GATE LOCATION

1" = 30'-0"

1

KEY NOTES	
1	ENTRY ONLY LIFT GATE
2	EXIT ONLY LIFT GATE
3	NEW WROUGHT IRON FENCE (ALONG PROPERTY LINE)
4	PEDESTRIAN GATE

BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

FENCE PLAN & DETAILS

JOB NUMBER: 18-523
SCALE: AS NOTED
DATE: 09/20/18

A.15



C.3. STORM WATER TREATMENT MEASURES																			
IMP.	IMP. TYPE	DMA AREA	DRAINAGE AREA				PERVIOUS AREA												
			PERVIOUS AREA	PERVIOUS AREA	PERVIOUS AREA	PERVIOUS AREA	PERVIOUS AREA	PERVIOUS AREA											
A A A B	BIORETENTION*	A1 ROOF	29,548 SF	29,548 SF	1,246 SF	1,182 SF	1,572 SF	1,574 SF	0.5 FT.	ONSITE									
	BIORETENTION*	A2 CONCRETE /A.C. PAVEMENT	29,833 SF	29,833 SF	1,246 SF	385 SF	1,572 SF	1,574 SF	0.5 FT.	ONSITE									
	BIORETENTION*	A3 LANDSCAPING	168 SF	168 SF	1,246 SF	144 SF	145 SF	149 SF	0.5 FT.	ONSITE									
	BIORETENTION*	B1 CONCRETE /A.C. PAVEMENT	3,602 SF	3,602 SF	168 SF	144 SF	145 SF	149 SF	0.5 FT.	ONSITE									
SELF TREATING	SELF TREATING	EXISTING GROUND	10,245 SF	10,245 SF	1,395 SF	0 SF	0 SF	0 SF	0 SF	ONSITE									
											PERVIOUS PAVEMENT	413 SF	0 SF	0 SF	0 SF				
																CONCRETE PAVEMENT	0 SF	0 SF	0 SF
* - BIORETENTION REQUIRED AREA BASED ON 4% METHOD (IMPERVIOUS AREA + 0.1(PERVIOUS AREA)) x 0.04																			

REVIEWS	DATE: MAY 2, 2019 SOURCE: " = 20" ADD. NO. 19919 ORDER NO. X-4131-1
REVISIONS	PINOLE PREMER A1 PINOLE, LLC CALIFORNIA
REFS. DATE: POLICY NO.: FILE NO.: FILE MAP R-1274-1	APN: 402-240-014 STORMWATER CONTROL PLAN DESCRIPTION 825 SAN PABLO AVENUE PINOLE, CALIFORNIA 94564
REFERENCES	KISTER, SANO & REI, INC. LAND SURVEYORS - CIVIL ENGINEERS

C1.0

WEST OF THE INTERSECTION OF SAN PABLO AVENUE AND MADISON AVENUE. MONUMENTARY POINT ELEVATION = 33.90'.
 5. DRAINAGE: CITY OF PUEBLO MONUMENT LOCATED TO SOUTH OF THE SAN PABLO AVENUE CENTRALLINE AND 35.07'.
 6. THE FOLLOWING EASEMENTS OR RECORDS AFFECT THE PARCEL SHOWN HEREON. 93.0 94.0 95.0 116.0 119.0
 164.0 315.0 AND 659.0 A.R. 419. THE EXACT LOCATION AND WIDTH IS NOT DETAINED IN THE DOCUMENTS AND ARE
 NOT PLOTTED HEREON.
 7. SPRINKLER HEADS AND IRRIGATION LINES ARE NOT SHOWN HEREON.

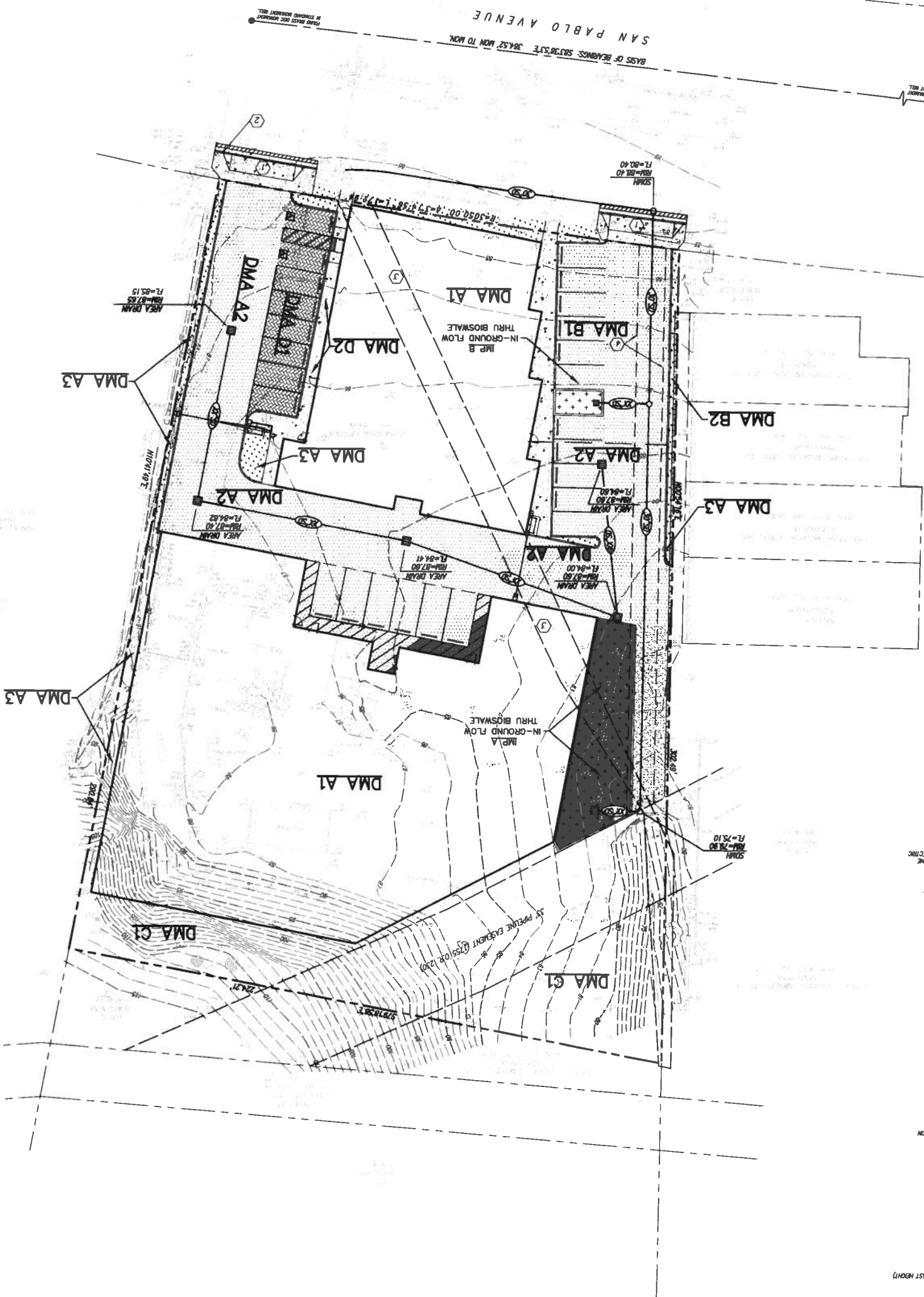
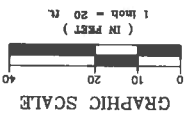
1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES, LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

2. CONTRACTORS AND OTHERS PERFORMING WORK SHALL VERIFY THE EXACT LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES.

3. CONTIGUOUS INTERVAL = 1'

4. BASIS OF BEYONDANCE: THE BEARING S63.53°E BETWEEN TWO FOUND MONUMENTS ON SAN PABLO AVENUE AS SHOWN ON THE RECORD OF SURVEY, FILED JULY 2, IN BOOK 102 OF L.S.M. AT PAGE 49, CONTRA COSTA COUNTY RECORDS.

GENERAL NOTES



- [illegible]

THE END

C11	KISTER, SANO & REI, INC. LAND SURVEYORS - CIVIL ENGINEERS 825 SAN PABLO AVENUE PINOLE, CALIFORNIA 94564	STORMWATER CONTROL PLAN DETAILS		APN: 402-240-014	PINOLE CALIFORNIA
		PROJECT: PREMIER AT PINOLE, LLC			
		FIELD BOOK NO. NLS MAP-R-1274-1	REFERENCES		
		TITLE CODE POLICY NO. DATE	MDC. REF.: 8692, 17784, 18589	REVISIONS	

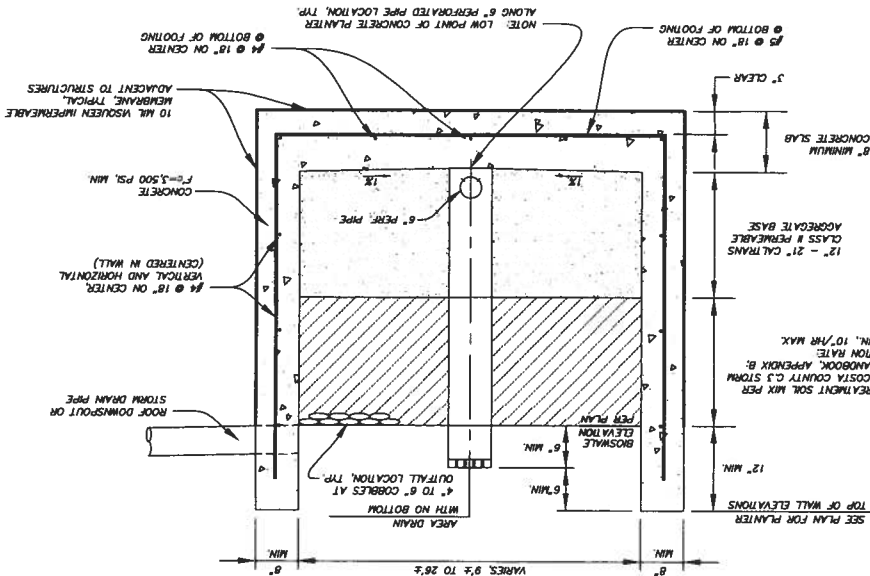


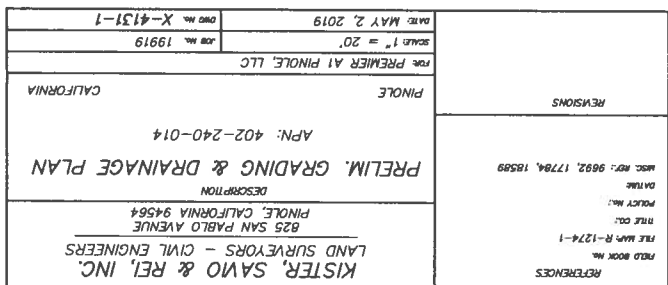
INSPECTION AND MAINTENANCE REQUIREMENTS FOR BEST MANAGEMENT PRACTICES

FLOW-THROUGH PLANTERS REMOVE POLLUTANTS PRIMARILY BY FILTERING RUNOFF SLOWLY THROUGH AN ACTIVE LAYER OF SOIL. HELD TOGETHER BY PLANT ROOTS AND ARE BIOLOGICALLY ACTIVE. TYPICAL ROUTINE MAINTENANCE CONSISTS OF THE FOLLOWING:

- 1) INSPECT INLETS, EXPOSURE OF SOILS, OR OTHER EVIDENCE OF EROSION. CLEAR ANY OBSTRUCTIONS AND REMOVE ANY ACCUMULATIONS OF SEDIMENT. EXAMINE ROCK OR OTHER MATERIAL USED AS A SPLASH PAD AND REPLENISH IF NECESSARY.
- 2) INSPECT OUTLETS FOR EROSION OR PLUGGING CAUSED BY DEBRIS.
- 3) EXAMINE DOWNSPOUTS FROM ROOFTOPS TO ENSURE THAT FLOW TO THE PLANTER IS UNIMPEDED. REMOVE DEBRIS AND REPAIR ANY DAMAGED PIPES. CHECK THE UNDERDRAIN PIPING TO MAKE SURE IT IS INTACT AND UNOBSTRUCTED.
- 4) EXAMINE THE VEGETATION TO ENSURE THAT IT IS HEALTHY AND DENSE ENOUGH TO PROVIDE FILTERING AND TO PROTECT SOILS FROM EROSION. REPLENISH MULCH AS NECESSARY, REMOVE FALLEN LEAVES AND DEBRIS, PRUNE LARGE SHRUBS OR TREES, AND COVER AREAS. CONFIRM THAT IRRIGATION IS ADEQUATE AND NOT EXCESSIVE. REPLACE DEAD PLANTS AND REMOVE INVASIVE VEGETATION.
- 5) OBSERVE SOILS AT THE BOTTOM OF THE FLOW-THROUGH PLANTERS FOR UNIFORM PERCOLATION THROUGHOUT. IF PORTIONS OF THE FLOW-THROUGH PLANTERS DO NOT DRAIN WITHIN 24 HOURS AFTER THE END OF THE STORM, THE SOIL SHOULD BE TILLED AND REPLANTED. REMOVE ANY DEBRIS OR ACCUMULATIONS OF SEDIMENT.
- 6) ABATE ANY POTENTIAL VECTORS BY FILLING HOLES IN THE GROUND IN AND AROUND THE FLOW-THROUGH PLANTERS AND BY ENSURING THAT THERE ARE NO AREAS WHERE WATER STANDS LONGER THAN 24 HOURS FOLLOWING A STORM. IF STANDING WATER PERSISTS FOR MORE THAN 72 HOURS, OR IF MOSQUITO LARVAE ARE PRESENT AND PERSISTENT CONTACT THE NECESSARY AGENCY FOR INFORMATION AND ADVICE. MOSQUITO LARVAE SHOULD BE APPLIED ONLY WHEN ABSOLUTELY NECESSARY AND THEN ONLY BY A LICENSED INDIVIDUAL OR CONTRACTOR.

TYPICAL FLOW-THROUGH PLANTER CROSS SECTION





624. 12/31/19

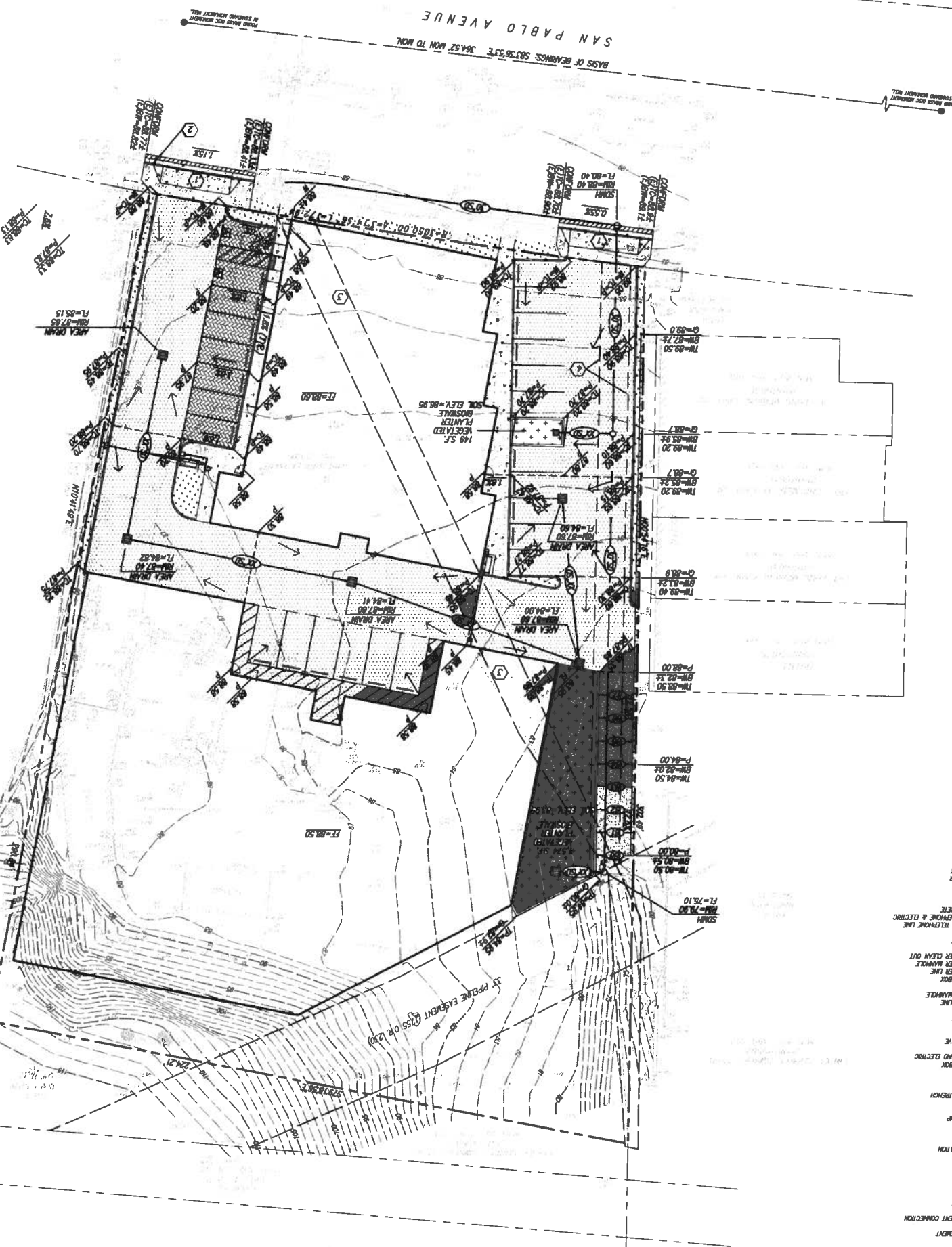
NEW CONCRETE DRIVEWAY PER CITY OF PINOLE/CONTRA COSTA COUNTY GUIDELINES.
EXISTING FIRE HYDRANT.
EXISTING 30" STORM DRAIN TO BE REMOVED. EXISTING 10' EASEMENT TO BE QUOTED.
RELOCATED PUBLIC 30" STORM DRAIN WITHIN NEW 10' STORM DRAIN EASEMENT.

NEW CIVIL WORK LEGEND

- NOTES:
- 1) ALL UTILITIES TO BE UNDERGROUND TO NEW BUILDING.
 - 2) ALL EXISTING TREES ON-SITE TO BE REMOVED. REFER TO ARBORIST'S REPORT.
 - 3) ALL ON-SITE AREA DRAINS TO BE MARKED "NO DUMPING - DRAINS TO BAY".

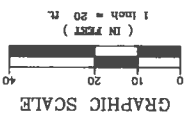
- | STANDARD SYMBOLS FOR PAVING MATERIALS | | STANDARD SYMBOLS FOR PAVING MATERIALS | |
|---------------------------------------|----------------------------|---------------------------------------|----------------------------|
| AD | AREA DRAIN | AD | AREA DRAIN |
| BW | BOTTOM OF WALL ELEVATION | BW | BOTTOM OF WALL ELEVATION |
| (E) | EXISTING | (E) | EXISTING |
| FF | FINISH FLOOR ELEVATION | FF | FINISH FLOOR ELEVATION |
| FL | FLOORING ELEVATION | FL | FLOORING ELEVATION |
| GR | GROUND ELEVATION | GR | GROUND ELEVATION |
| P | PAVEMENT ELEVATION | P | PAVEMENT ELEVATION |
| SDM | STORM DRAIN MANHOLE | SDM | STORM DRAIN MANHOLE |
| TP | TOP OF PLANTER ELEVATION | TP | TOP OF PLANTER ELEVATION |
| TC | TOP OF CURB ELEVATION | TC | TOP OF CURB ELEVATION |
| TM | TOP OF WALL ELEVATION | TM | TOP OF WALL ELEVATION |
| M | BACK OF SIDEWALK ELEVATION | M | BACK OF SIDEWALK ELEVATION |
| GRADE BREAK | | GRADE BREAK | |
| STORM DRAIN SIZE AS SHOWN | | STORM DRAIN SIZE AS SHOWN | |
| 12" | 12" WIDE GRAVEL ROADWAY | 12" | 12" WIDE GRAVEL ROADWAY |
| NEW CONCRETE IMPROVEMENTS | | NEW CONCRETE IMPROVEMENTS | |
| VEGETATED PLANTER BROWVALE | | VEGETATED PLANTER BROWVALE | |
| NEW ASPHALT CONCRETE PAVEMENT | | NEW ASPHALT CONCRETE PAVEMENT | |
| NEW PERMEABLE PAVEMENT | | NEW PERMEABLE PAVEMENT | |
| NEW LANDSCAPING | | NEW LANDSCAPING | |

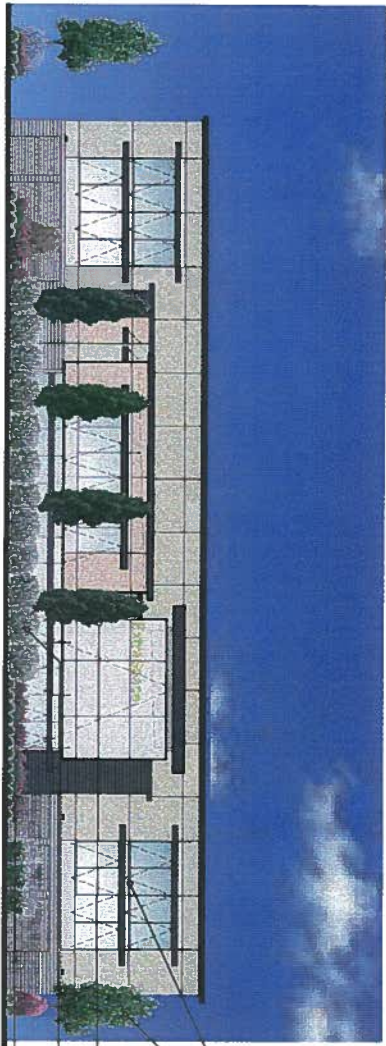
UNGET WAD



GENERAL NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES, LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED, NO EXCAVATIONS WERE MADE DURING THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.
2. CONTRACTORS AND OTHERS PERFORMING WORK SHALL VERIFY THE EXACT LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES.
3. CONTOUR INTERVAL = 1'
4. BASES OF BEACHES: THE BEACHES S&T3,S&T7 BETWEEN TWO FOUND MONUMENTS ON SAN PABLO AVENUE AS SHOWN ON THE RECORD OF SURVEY, FILED JULY 2, IN BOOK 102 OF L.S.M. AT PAGE 49, CENTRAL COSTA COUNTY RECORDS.
5. BENCHMARK: CITY OF PHOENIX MONUMENT LOCATED 10' SOUTH OF THE SAN PABLO AVENUE CENTRELINE AND 530' E. WEST OF THE INTERSECTION OF SAN PABLO AVENUE AND MCDONALD AVENUE. MONUMENT PIV EL ELEVATION = 82.98'.
6. THE FOLLOWING EXAMINATIONS OF RECORDS AFFECT THE PARCELS SHOWN HEREON AND ARE NOT PLOTTED HEREON.
7. SPARKLER HEADS AND IRRIGATION LINES ARE NOT SHOWN HEREON.

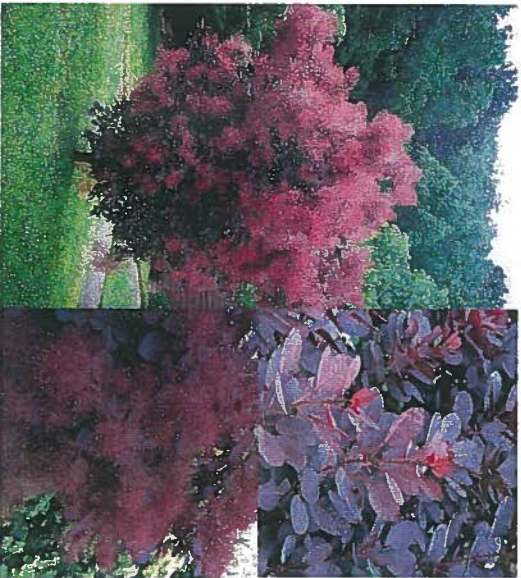
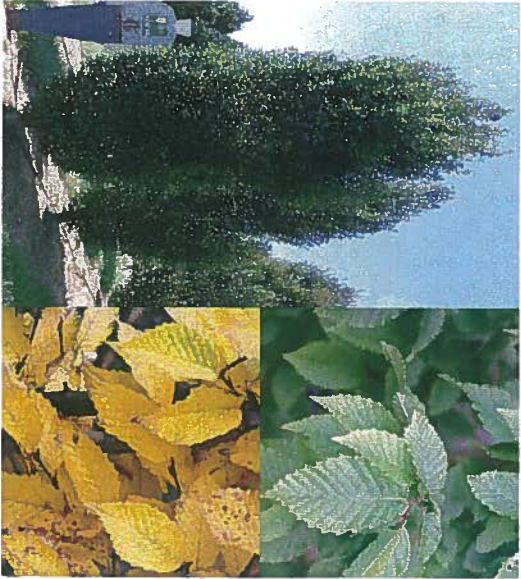
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SAN PABLO AVENUE ELEVATION

Scale 1"=16'-0"

PLANT PALETTE - TREES



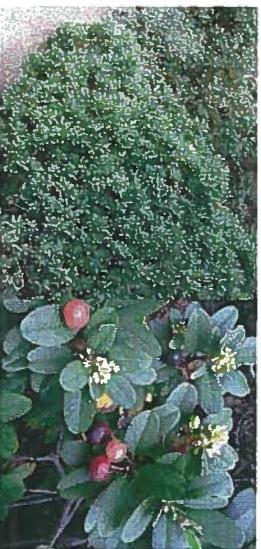
Acer 1.1emnant, Armstrong, Armstrong Maple

Capinus betulus, Frans Fontaine, Frans Fontaine Beech

Cotinus coggygria, Royal Purple, Royal Purple Smoke Tree

Quercus agrifolia, Coast Live Oak

SHRUBS / ACCENT PLANTS / GROUND COVERS



Dianella bicolor, Orange Drop, Orange Fonght Lily

Festuca glauca, Elixir Blue, Elixir Blue Fausque

Philopponia tenuilidum, Silver Sheen, Silver Sheen Kichiku

Ranunculus californicus, California Calliberry

Rosaemina cilicollis, Tucson Blue, Tucson Blue Rosemary



Silene, Cadeau Blue, Cadeau Blue Sage

Westringia fruticosa, Morning Light, Coast Rosemary

Westringia fruticosa, Wynybble Gem, Coast Rosemary

BIOSTORMWATER TREATMENT AREA PLANTS



Carex divisa, Berkeley sedge

Cercia occidentalis, Western Redbud

Epidobium canum, California Tuckers

Juncus plicata, Blue Rush

NO.	DATE	REVISION



LANDSCAPE ELEMENTS

PROJECT
EXTRA SPACE PINOLE
890 SAN PABLO AVENUE
PINOLE, CA

DATE
APRIL 2019
SHEET

L-2



CONCEPTUAL SKETCH | AERIAL VIEW FROM SOUTHEAST

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019

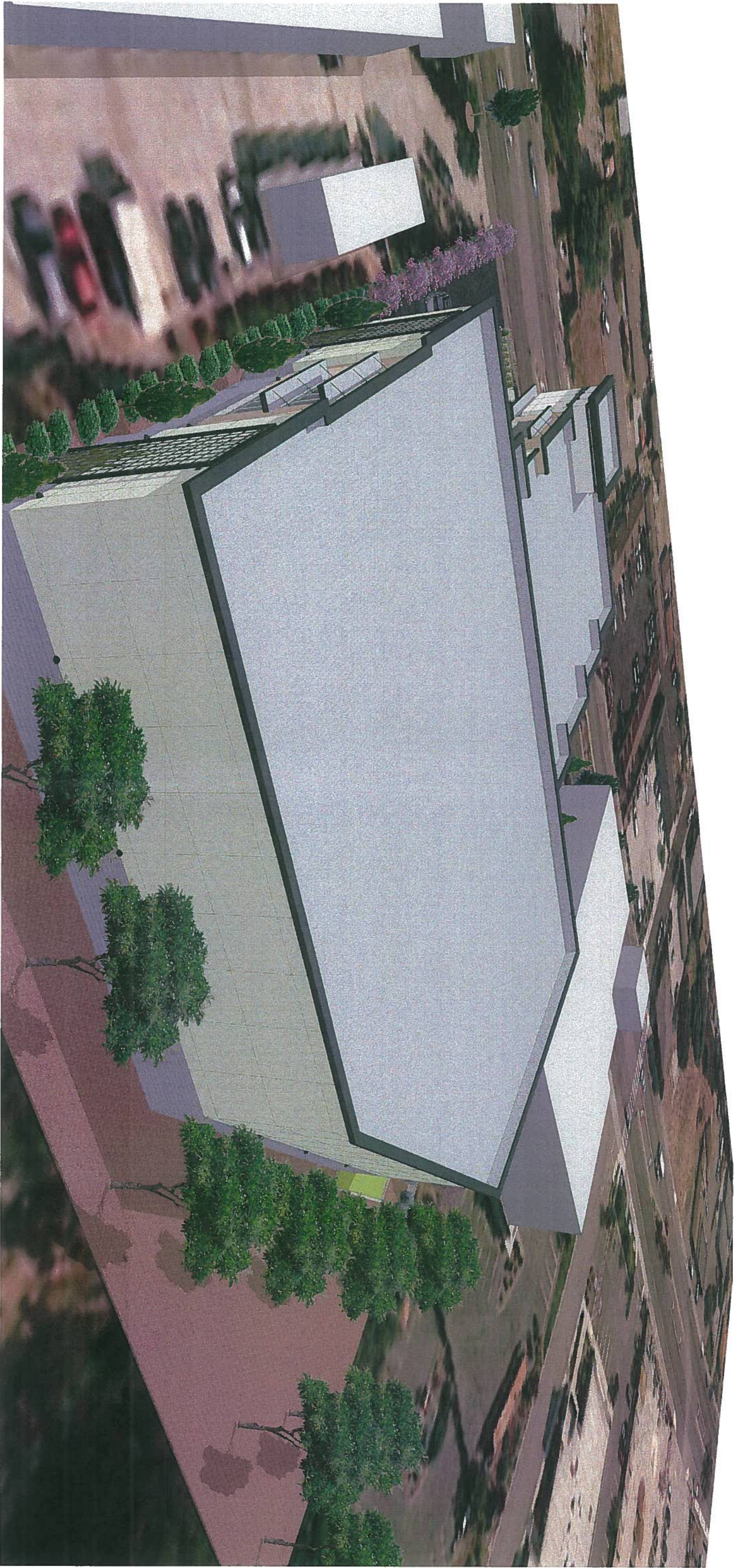


CONCEPTUAL SKETCH | AERIAL VIEW FROM SOUTHWEST

Pinole Self Storage
Conceptual Design

890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019



CONCEPTUAL SKETCH | AERIAL VIEW FROM NORTHEAST

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019



CONCEPTUAL SKETCH | OFFICE DETAIL

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019



CONCEPTUAL SKETCH | EAST ELEVATION

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

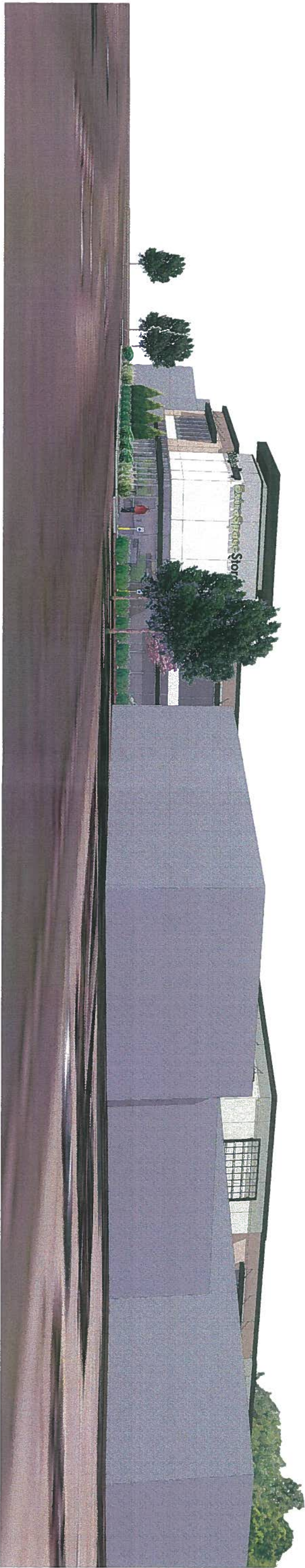
APRIL 29, 2019



CONCEPTUAL SKETCH | SOUTH ELEVATION

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019



CONCEPTUAL SKETCH | SAN PABLO APPROACH FROM EAST

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019



CONCEPTUAL SKETCH | SAN PABLO APPROACH FROM WEST

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019

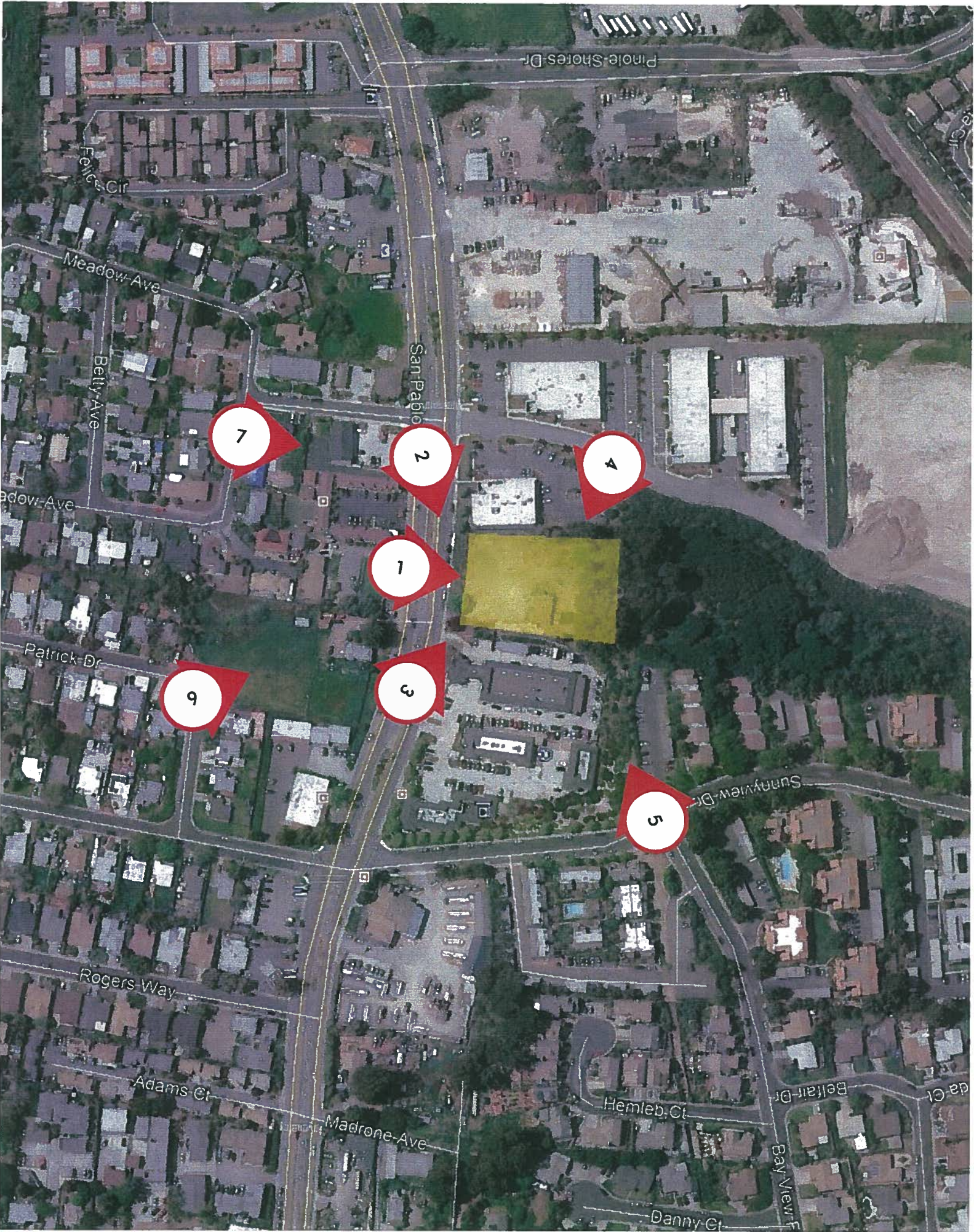


PHOTO SIMULATIONS KEY

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564



PHOTO SIMULATION | VIEW 1

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019



PHOTO SIMULATION | VIEW 2

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564



PHOTO SIMULATION | VIEW 3

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019



PHOTO SIMULATION | VIEW 4

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019



PHOTO SIMULATION | VIEW 5

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019



PHOTO SIMULATION | VIEW 6

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019



PHOTO SIMULATION | VIEW 7

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

APRIL 29, 2019

Item 4B

Memorandum



TO: CITY COUNCIL MEMBERS
PLANNING COMMISSION MEMBERS

FROM: WINSTON RHODES, AICP, PLANNING MANAGER

SUBJECT: Proposed San Pablo Avenue Mini-Storage Projects Workshop

DATE: January 28, 2019

File: 890 San Pablo Avenue: Design Review (DR18-13) and Conditional Use Permit (CUP18-13) 760 San Pablo Avenue: Design Review (DR18-20) and Conditional Use Permit (CUP18-10)	
Project Location: 890 San Pablo Avenue Project Site Size: 1.34 acres APN: 402-240-014 General Plan Designation: Service Sub-Area (SSA) Zoning: Office Industrial Mixed Use (OIMU)	Project Location: 760 San Pablo Avenue Project Site Size: 1.05 acres APN: 402-220-004 General Plan Designation: Service Sub-Area (SSA) Zoning: Office Industrial Mixed Use (OIMU)
Applicant: <u>890 San Pablo Avenue</u> Beau Reinberg 3159 Fee Fee Road, Suite 221 Bridgeton, MO 63044 Property Owner: <u>890 San Pablo Avenue</u> R.D. and Lynn Stotka 4983 Milden Road Martinez, CA 94553	Applicant: <u>760 San Pablo Avenue</u> Nolan Borden Baranof Holdings 2305 Cedar Springs Road, Suite 200 Dallas, TX 75201 Property Owner: <u>760 San Pablo Avenue</u> Avram Gimbel 2319 Grant Street Berkeley, CA 94703

STAFF MEMO
PLANNING COMMISSION MEETING
JANUARY 28, 2019

PAGE 2

WORKSHOP PURPOSE

Provide policy direction and feedback on the topics below.

1. General Plan Consistency
2. Three Corridors Specific Plan / Zoning Consistency
3. 890 San Pablo Avenue Site Plan and Architecture
4. 760 San Pablo Avenue Site Plan and Architecture

SITE LOCATION

The proposed project sites 890 San Pablo Avenue (APN: 402-240-014) and 760 San Pablo Avenue (APN: 402-220-004) are located on the north side of San Pablo Avenue between Pinole Shores Drive and Sunnyview Drive. The two sites are approximately 600 feet from one another.



Figure 1. Project Locations

Direction from Project Site	Land Use	Land Use
	890 San Pablo Ave	760 San Pablo Ave
North	Undeveloped, open space	Storage Building (Auxiliary City Corporation Yard)
West	Office and Light Industrial (Pinole Shores Business Park)	Pinole Shores Drive, and vacant lot beyond
South	San Pablo Avenue, motel and residential beyond	San Pablo Avenue, and commercial, office, and residential beyond
East	Auto-repair, Office, Animal Shelter (Sunnyview Plaza)	Concrete Batch Plant and construction landscape materials (Sugar City)

PROJECT DESCRIPTION

The proposed 890 San Pablo Avenue project includes the construction of 900 square feet of office space with an approximately 95,981 square foot, three-story (approximately 41' foot high) storage building. There are 688 proposed storage units are with a net storage area of approximately 71,986 square feet and 12 proposed parking spaces.

The proposed 760 San Pablo Avenue project involves the construction of an approximately 87,093 square foot, three-story (approximately 41' high) building at the corner of Pinole Shores Drive and San Pablo Avenue. The proposed project includes 71,423 square feet for storage, 1,070 square feet for a leasing office, 2,000 square feet of ground floor retail space and 34 proposed parking spaces.

Both mini-storage facilities are currently proposed to be operated by ExtraSpace Storage.

Both projects are located within the San Pablo Avenue corridor area of the Three Corridors Specific Plan. The projects are both zoned Office Industrial Mixed Use (OIMU) in the Service Sub-Area of the San Pablo Avenue Corridor.

BACKGROUND

This workshop provides the opportunity for City Council and Planning Commission to consider the consistency of the these two multi-story projects with the intent and vision of the General Plan and Three Corridors Specific Plan and provide feedback on these primarily mini-storage development proposals.

Both mini-storage facilities are currently proposed to be operated by ExtraSpace Storage.

Both projects are located within the San Pablo Avenue corridor area of the Three Corridors Specific Plan. The projects are both zoned Office Industrial Mixed Use (OIMU) in the Service Sub-Area of the San Pablo Avenue Corridor which allows mini-storage use subject to obtaining a conditional use permit in addition to requiring comprehensive design review. The City's Municipal Code authorizes the Planning Commission to take action on the conditional use permit and design review request. The Municipal Code also allows for appeals of Planning Commission actions by the City Council.

In 2018, the City received applications to construct mini-storage facilities at two locations on San Pablo Avenue. The proposals would create multi-story structures that are substantially larger than existing buildings within the Pinole San Pablo Avenue corridor. Both projects provide primarily storage uses, and are located within close proximity to each other, as well as an existing mini-storage facility at 640 San Pablo Avenue (see Attachment E for a summary of existing Pinole mini-storage sites). As the size of these proposed developments have not been seen on this corridor, and new ministorage uses have not been considered since the Three Corridors Specific Plan was adopted in 2010, Staff has scheduled this workshop to provide an opportunity for Planning Commission and City Council to discuss project consistency with the vision and policy direction for the Service Sub-Area of the San Pablo Avenue corridor area within the Three Corridors Specific Plan. The workshop policy discussion and preliminary design feedback from Planning Commission and City Council will help guide staff and the two applicants as the projects are processed further.

DISCUSSION

General Plan Consistency

Both of the proposed projects have General Plan Designation of Service Sub-Area (SSA). The SSA designation is intended to maintain and enhance existing land uses while providing land use flexibility and incentives to encourage new private investment and additional development. The San Pablo Avenue SSA designation intent is to preserve land for manufacturing and industrial uses, particularly "green industry". A limited amount of general office, retail, and residential uses may be permitted where they will not conflict with the principal industrial uses in the area.

The Land Use and Economic Development Element provides goals, policies and actions that are intended to achieve several policy objectives. The land use and economic development policy objectives applicable to the Service Sub-Area of San Pablo Avenue are listed below.

- Concentrate new development on Pinole's primary transportation corridors. By growing inward and along corridors that can accommodate transit, bicycles and pedestrians. The General Plan seeks to build on the city's historic land use patterns and improve the standard of living through the provision of additional high-quality services and shopping. The General Plan also looks to provide a logical and convenient interface between land uses to minimize the vehicular travel distances between residences, employment, services, shopping and recreational spaces.
- Support economic development to improve the jobs/housing balance, attract catalyst businesses and ensure an economically sustainable community.
- Retain and preserve existing businesses, particularly those which provide job opportunities and living wages for residents of Pinole.

The proposed multi-story buildings concentrate new development along San Pablo Avenue. However, the dominant proposed storage use for both projects is auto-oriented and is intended to serve local as well as predominantly regional storage needs since the City's population has not increased substantially since 1989 when three of the existing four mini-storage facilities were built (see Attachment E). Therefore, it is quite likely the proposed projects are intended to meet mini-storage needs of faster-growing nearby communities including Hercules, Richmond, Berkeley, and Oakland where the residential populations have increased substantially since the 1980s and where far greater residential growth is anticipated than within Pinole over the next ten years. The addition of 143,000 square feet of personal mini-storage is unlikely to catalyze development that addresses economic development needs, including job creation and attraction of new manufacturing and industrial uses. This type of use rarely changes to other uses once built. Direction is needed on whether the City Council thinks the additional primarily mini-storage uses as proposed would help the City meet the three objectives above and what, if any, changes would be desirable to better align with the City's long-term General Plan land use policy objectives for the San Pablo Avenue SSA.

Three Corridors Specific Plan / Zoning Consistency

The Three Corridors Specific Plan land use plan has specific goals for each of the nine districts within the Specific Plan area and seeks to accomplish the following objectives:

- To allow for and encourage flexibility for future development and redevelopment;
- To enrich the revitalization effort through establishing a pedestrian oriented land use pattern;
- To intensify the development footprint and create an urban core in the Old Town; and
- To reinforce the land use pattern through mixed use districts and encourage land uses that are responsive to market opportunities; and
- To promote the integration of compatible land uses in a vertical and/or horizontal manner that provides additional opportunities for commercial, office, residential, and industrial uses in the City.

Feedback is requested about whether the proposed three-story, primarily min-storage projects, help the City accomplish one or more of the policy objectives listed above and what, if any, changes to the proposed projects are desired to help accomplish the Specific Plan objectives.

The Three Corridors Specific Plan vision for the San Pablo Avenue Service Sub-Area states:

"The Service sub-area will serve as the gateway into Pinole and will encourage light and green industry. This sub-area will serve as a transition area between the Mixed Use subarea and the western City limits of Pinole. It will embrace the area's historic character as an industrial area while moving towards newer cleaner industry while allowing land use flexibility."

The proposed project sites are zoned Office Industrial Mixed Use (OIMU). The purpose of the OIMU District is to allow a wide range of office and light industrial development. This zoning district is intended for office and light industrial uses with supporting retail and service uses. Offices may be developed in an office park setting, but most office and light industrial development stands alone. Commercial and other support services may be integrated vertically and/or horizontally in this district, but the predominant use of integrated developments is office and/or light industrial. Retail development is allowed but is limited to 10% of the total useable floor area of the principal industrial activity of a property. Feedback is requested about whether the proposed projects help to fulfill the Specific Plan vision and help to implement the purpose of the OIMU Zone and what, if any, changes would be desired to better align the proposed projects with the intent of the current zoning.

Site Plan and Architecture

Both of the proposed projects are under the maximum 50 foot height allowed in the Mixed Use Sub-Area of the San Pablo Avenue Specific Plan. The proposed projects would be the largest and tallest buildings along the Pinole portion of San Pablo Avenue and would be visible from existing residential development nearby located inside and outside the San Pablo Avenue Specific Plan

Corridor. The City Council and Planning Commission should consider whether the proposed designs fit within the existing and planned context and what features should be considered for enhancing these high visibility buildings on the San Pablo Avenue corridor. The Council and Commission may also wish to consider how to include more pedestrian-scale design features along the San Pablo Avenue frontages. These features could include lower building heights closest to San Pablo Avenue, adding more ground floor retail opportunities and decreasing the proposed mini-storage square footage relative to retail and office space.

890 San Pablo Avenue

The project site plan is affected by an existing 33' wide Chevron pipeline easement that traverses the northwest corner of the property and the topography of the site. The building is pulled close to San Pablo Avenue and includes two points of proposed access on San Pablo Avenue. Parking is proposed immediately north of the rental office south of security access gate and between two connected mini-storage buildings centralized to the mini-storage areas on the first floor. Two elevators and two sets of stairs are proposed for access between the ground floor and the second and third story. Counter clockwise fire access is proposed with entry from the east driveway and exit on the west driveway.

The proposed architecture includes a combination of materials to try to visually break up the massing of the building. Proposed materials include stucco, split face concrete masonry block, and metal panels. The applicant has also included metal awning and faux spandrel glass windows on the south, east, and west elevations to add architectural character and has screened all but five ground floor roll up doors facing south that would be visible from San Pablo Avenue. The proposed design also includes metal trellises on the west and east elevation to help break up the building's mass.

Preliminary feedback on the site plan and architecture is requested to help guide the proposed design request during further processing.

760 San Pablo Avenue

The project site is located on the prominent northeast corner of San Pablo Avenue and Pinole Shores Drive. The proposed project includes 2,000 square feet of proposed retail space resulting in more proposed parking. The proposed building is pulled back from San Pablo Avenue. Two access driveways are proposed. The San Pablo Avenue auto access is proposed at the southeast corner of the property to allow for entry and exit. The Pinole Shores Drive auto access is provided on the west side of the site opposite an existing Pinole Shores Drive street median break and would allow for exit only. Parking is proposed perpendicular to San Pablo Avenue south of the building as well as on the ground floor behind a roll-up security door north of the storage space rental office. Accesses to the second and third floors are proposed via two side by side elevators and stairways at the southeast building corner and at the west side of the building immediately north of the Pinole Shores Drive driveway.

The proposed architecture for this building also includes a combination of materials to visually break up the building's mass. Siding materials include stucco, two different colored split face masonry block units configured in a striped pattern, and a stone veneer area at the southwest corner of the

building to help visually differentiate the proposed retail space from the rest of the building. The proposed design includes spandrel faux windows and metal canopies on the south elevation facing San Pablo Avenue and on the west elevation facing Pinole Shores Drive. Twelve foot high roll up security doors are also proposed on the south elevation and west elevation.

Preliminary feedback on the site plan and architecture is requested to help guide the proposed design request during further processing.

STAFF RECOMMENDATION

Consider the information provided and provide feedback to the applicant and staff about whether the proposed projects meets the policy intent of the General Plan and Specific Plan for this portion of the City, and provide feedback on the proposed mix of uses and design features to help facilitate any desired changes and help ensure adequate information is available for future action.

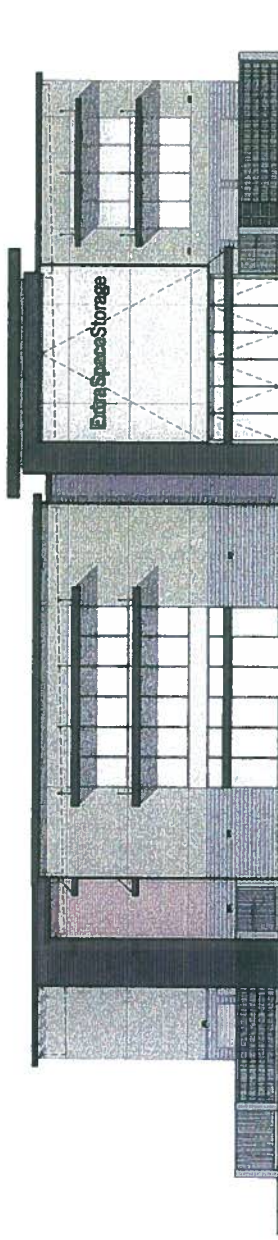
ATTACHMENTS

- Attachment A. 890 San Pablo Avenue - Project Plans, Renderings, Photo Simulations Received
December 6, 2018
- Attachment B. 890 San Pablo Avenue – Project Statement Dated December 6, 2018
- Attachment C. 760 San Pablo Avenue - Project Plans and Photo Simulations Received
January 10, 2019
- Attachment D. 760 San Pablo Avenue – Project Description Received December 13, 2019
- Attachment E. Existing Pinole Mini-storage Information
- Attachment F. Staff PowerPoint Presentation
- Attachment G. 760 San Pablo Avenue Applicant PowerPoint Presentation Received
January, 23 2019
- Attachment H. 890 San Pablo Avenue Applicant PowerPoint Presentation Received
January 24, 2019

ATTACHMENT A

EXTRA SPACE STORAGE PINOLE

890 SAN PABLO AVENUE
PINOLE, CA



DIRECTORY		PROJECT DATA		BUILDING AREA TABULATIONS (Square Feet)		SHEET INDEX		
OWNER JORDAN ARCHITECTS INC. 10000 S. DOW AVE. SUITE 100 DOWNEY, CA 90241 TEL: (562) 261-1111 WWW.JORDANARCHITECTS.COM	ARCHITECT JORDAN ARCHITECTS INC. 10000 S. DOW AVE. SUITE 100 DOWNEY, CA 90241 TEL: (562) 261-1111 WWW.JORDANARCHITECTS.COM	GENERAL PLAN DESIGNATION MUNICIPAL OFFICE INDUSTRIAL MIXED USE	REQUIRED SSA - SERVICE SUB-AREA	PROVIDED 402-240-014	LOT AREA 58,402 SQ. FT. 1.34 ACRES	1st FLOOR 27,295	OFFICE 900	TOTAL 28,195
LANDSCAPE WILLER DESIGN ASSOCIATES, INC. 10000 S. DOW AVE. SUITE 100 DOWNEY, CA 90241 TEL: (562) 261-1111 WWW.WILLERDESIGN.COM	LANDSCAPE WILLER DESIGN ASSOCIATES, INC. 10000 S. DOW AVE. SUITE 100 DOWNEY, CA 90241 TEL: (562) 261-1111 WWW.WILLERDESIGN.COM	OVERLAY SAN PABLO AVE SPECIFIC PLAN	50 FT. N/A	45 FT. N/A	TOTAL GROSS BLDG. AREA 95,991	2nd FLOOR 33,993		33,993
STRUCTURE HEIGHT 14.554 S.F. (25%)	LANDSCAPE AREA 14,554 S.F. (25%)	IMPERVIOUS AREA 15,591 S.F. (26%)	SETBACKS FRONT: 0 FT. SIDE: 0 FT. REAR: 0 FT.	IF ADJUTING MAIN STREET 0 FT.	EST. NET STORAGE AREA 71,996	3rd FLOOR 33,993		95,991
PARKING SPACES 1 SPACE/1000 S.F. OF NET RENTABLE AREA = 8 SPACES 1 SPACE/1000 S.F. OF OFFICE AREA = 4	PARKING SIZE STANDARD 8' X 18' PARALLEL 8' X 24'	NUMBER OF STORAGE UNITS PROPOSED 688	STANDARDS ACCESSIBLE 10	EVG PARKING 1	NUMBER OF STORAGE UNITS PROPOSED 688	4th FLOOR 33,993		95,991
VICINITY MAP		BASIS OF DESIGN		SITE DATA		EST. NET STORAGE AREA		
		REQUIRED SSA - SERVICE SUB-AREA		PROVIDED 402-240-014		71,996		
		50 FT. N/A		45 FT. N/A				
		FRONT: 0 FT.		0 FT.				
		SIDE: 0 FT.		8 FT.				
		REAR: 0 FT.		22 FT.				
		IF ADJUTING MAIN STREET		0 FT.				
		1 SPACE/1000 S.F. OF NET RENTABLE AREA = 8 SPACES		1 SPACE/1000 S.F. OF OFFICE AREA = 4				
		STANDARD 8' X 18' PARALLEL 8' X 24'		STANDARD 8' X 18' PARALLEL 8' X 24'				

BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

RECEIVED
DEC 06 2018
CITY OF PINOLE
DEVELOPMENT SERVICES DEPT. /
PUBLIC WORKS

COVER SHEET
A.1
JOB NUMBER: 18-0077
SCALE: 1/8" = 1'-0"
DATE: 09/20/18

JORDAN ARCHITECTS INC.
10000 S. DOW AVE.
SUITE 100
DOWNEY, CA 90241
TEL: (562) 261-1111
WWW.JORDANARCHITECTS.COM



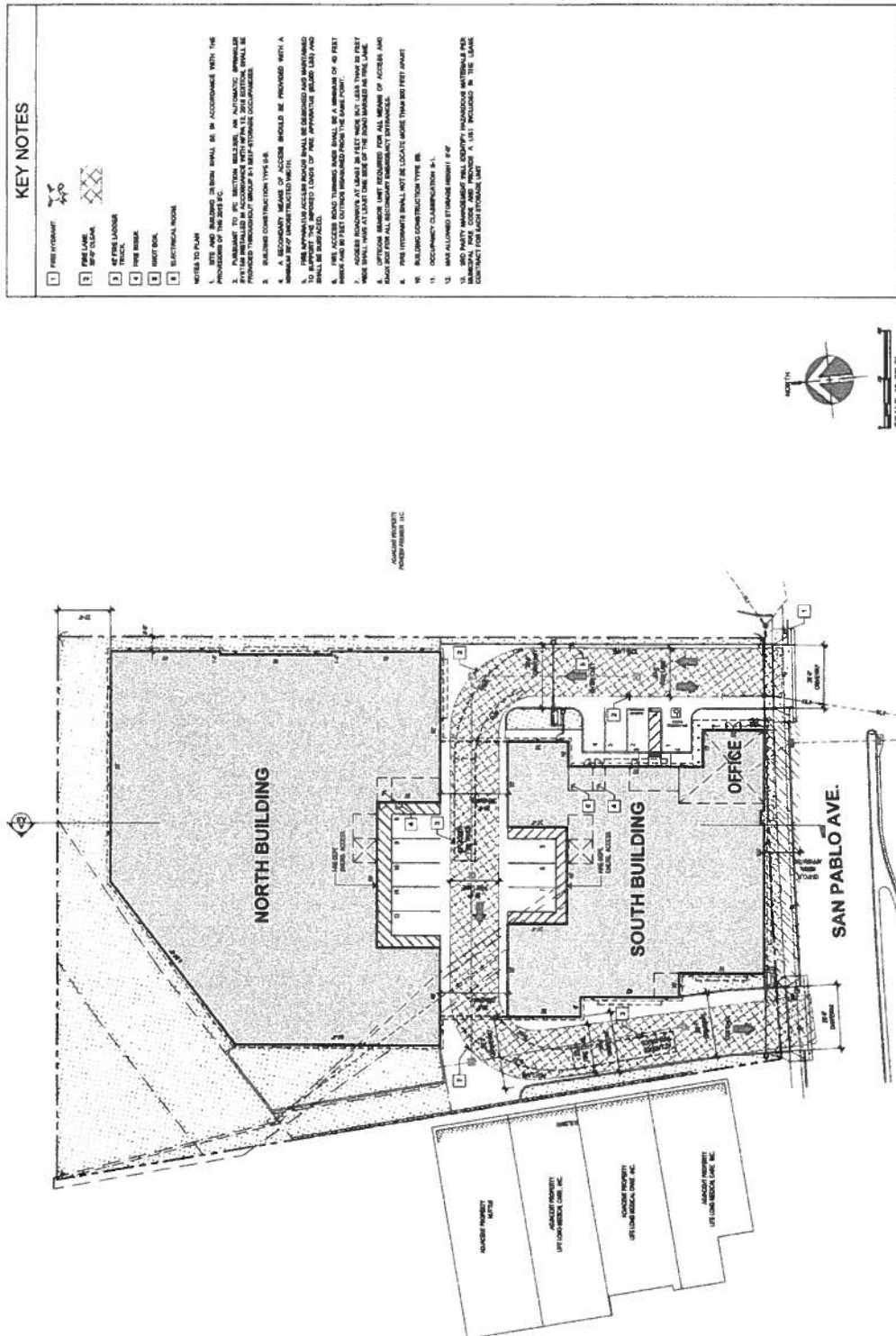
PRELIMINARY SITE PLAN

SCHEME C

JOB NUMBER. 18-523
SCALE. AS NOTED
DATE. 09/20/18

jordan
ARCHITECTS INC.

1	PROPERTY LINE
2	LANDSCAPE AREA, SEE LANDSCAPE PLANS
3	FIRE REEDS
4	VIEW WINDTIGHT BLOW FENCES AROUND PROPERTY LINE
5	SECTIONS 10-27 FORM OWNER SUBMITTER, TO BE RELOCATED
6	LOADING AREA
7	PROJECTION OF 2ND AND 3RD FLOOR ABOVE
8	TRASH AND RECYCLING ENCLOSURES
9	PAVING BRIDGE, TYP.
10	VIEW ACCESSIBLE PARKING SPACE
11	SIDE WALK
12	CLIMBABLE VEHICLE PARALLEL
13	ARCH PATTERN
14	OFFICE ENTRANCE
15	ELEVATOR LOCATION
16	VIEW ACCESSIBLE PARKING SPACE, SEE ACCESSIBLE PARKING AT WALK-OVER CANAL
17	FIRE HYDRANT
18	PROBES/RAIN ACCESS
19	PRIMARY PROJECTION ABOVE
20	CORNER PROJECTION ABOVE
21	ELECTRICAL ROOM
22	MECHANICAL ROOM
23	2ND FLOOR
24	RETENTION AREA, SEE CIVIL
25	PROJECTION ABOVE
26	NEWLY CUT DATE
27	SECTIONS 20-27 FIVE CEMENT PIPELINE SUBMITTER
28	AREA CANAL, SEE CIVIL
29	CATCH BASIN, SEE CIVIL
30	RETENTION WALL, SEE CIVIL
31	12" PILE DRIVE, ROCKWELL, SEE CIVIL
32	EXISTING BUILDING LOCATIONS (TO BE DEMO)
33	EXISTING STREET ROW



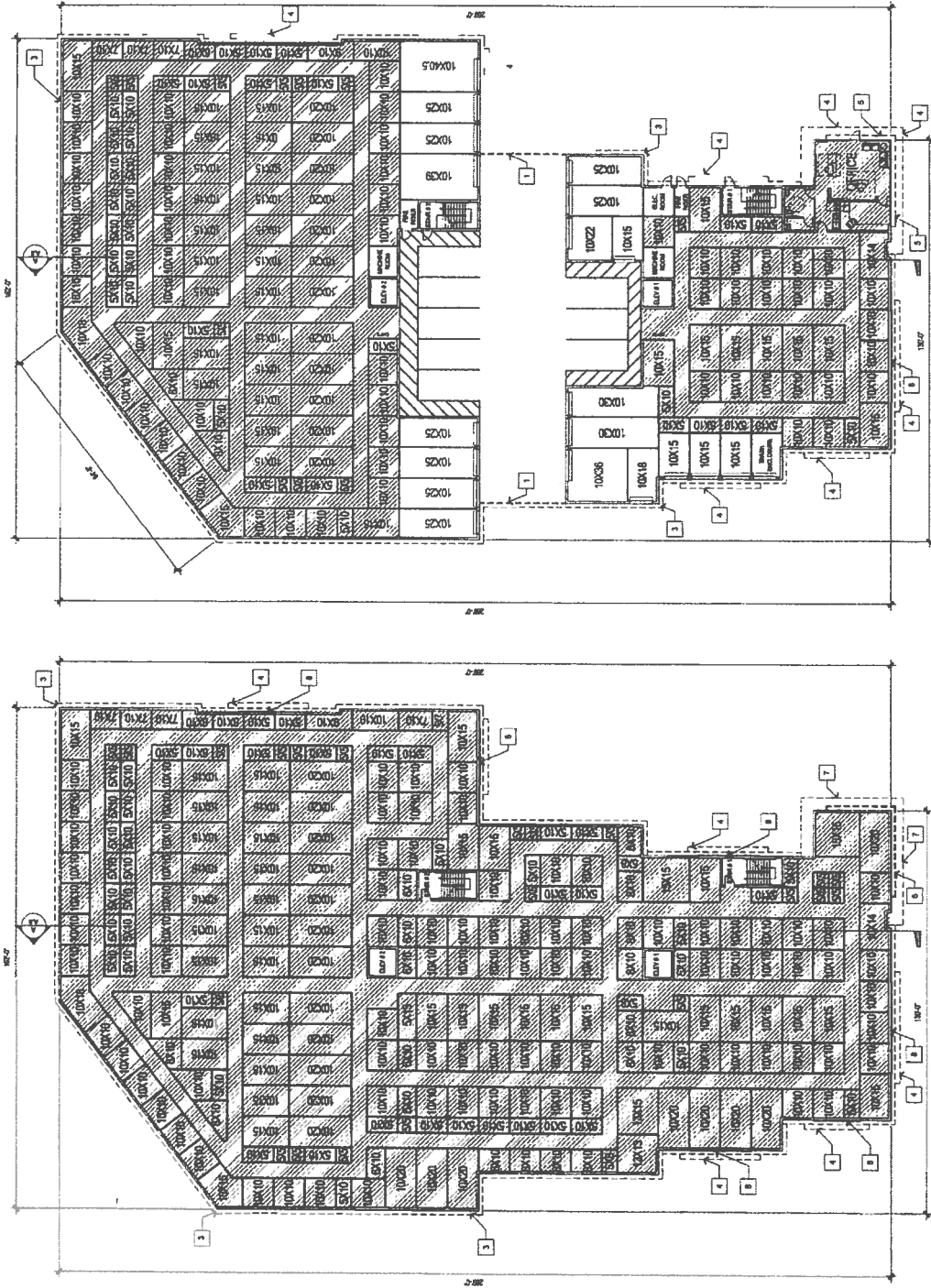
BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

FIRE ACCESS & SAFETY PLAN

A.3

JOB NUMBER: 18-523
SCALE: AS NOTED
DATE: 08/20/16





KEY NOTES

- CLIMATE CONTROL AREA
- PROJECTION OF 3RD & 2ND FLOOR ABOVE
- NOT USED
- COMMONS PROJECTION ABOVE
- ARMING PROJECTION ABOVE
- PROJECTION ABOVE
- PROJECTION WALL
- ARMING PROJECTION BELOW
- MANAGED BLUAS

WALL LEGEND

- 8" CAS WALL
- PARTITION WALL - LEADS BUILDING 2/F

1ST FLOOR PLAN 1

2ND FLOOR PLAN 2

BEAU REINBERG

EXTRA SPACE PINOLE

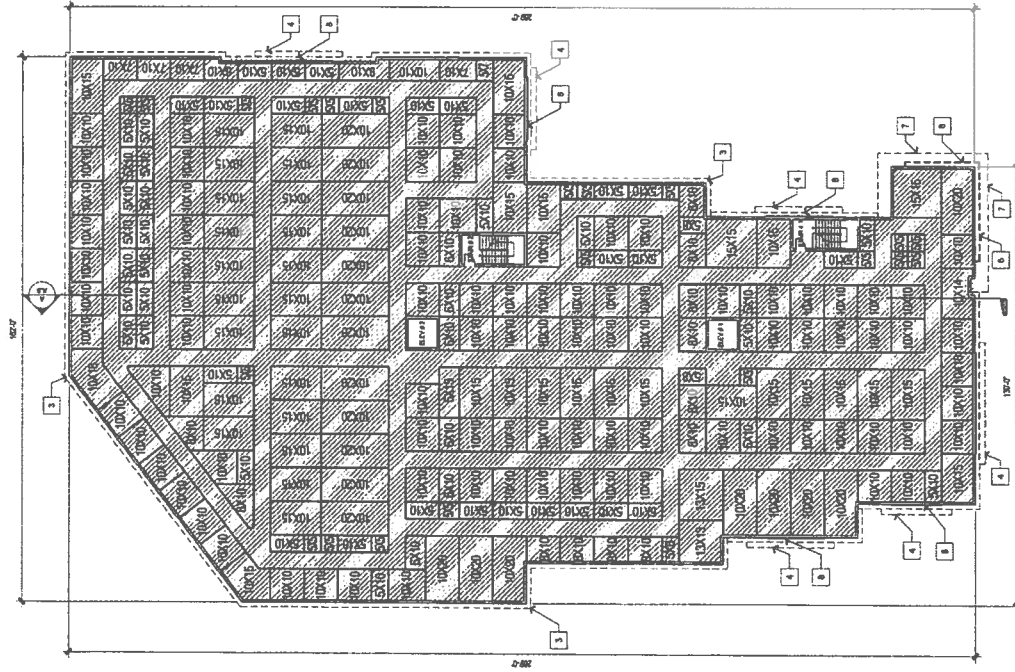
PINOLE, CA

PRELIMINARY FLOOR PLANS

A.4

JOB NUMBER: 18-007
SCALE: AS NOTED
DATE: 09/20/16





KEY NOTES

- | CLIMATE CONTROL AREA | |
|----------------------|--------------------------------------|
| 1 | PROJECTION OF SHO & 1ND FLOOR ABOVE. |
| 2 | WOT LEVEL |
| 3 | CONANCE PROJECTION ABOVE. |
| 4 | AWHANS PROJECTION ABOVE. |
| 5 | PROJECTION ABOVE. |
| 6 | PROJECTION WALL. |
| 7 | AWHANS PROJECTION BED DIV. |
| 8 | SPANDREL GLASS |

WALL LEGEND

- POLYMER LETTERS**

3RD FLOOR PLAN 1
1/16" = 1'-0"

BEAU REINBERG

EXTRA SPACE PINOLE

PINOLE, CA

PRELIMINARY FLOOR PLANS

A.5

JOB NUMBER: 1B-523
SCALE: AS NOTED
DATE: 08/20/18

[illegible]

jordan
ARCHITECTS, INC.

KEY PLAN

1 CORNER PROJECTION

2 OFFICE ENTRANCE

3 DISPLAY INVESEL

4 FANTASY WALL W/ MONITOR

5 CUSTOMER SERVICE KIOSK

6 SITTING AREA

7 STOREFRONT WINDOW, SEE ELEVATIONS

8 RESTROOM TOILET

9 RESTROOM SINK

10 WATER FOUNTAIN

11 OFFICE DESK

12 JANING PROJECTION

13 OFFICE BAR SINK

14 JACOB CABINET REFRIGERATOR

15 STORAGE ACCESS DOOR

16 JANITOR SINK & CUPBOARD ABOVE

17 PROJECTION ABOVE

KEY PLAN

NORTH BLDG.

OFFICE

SOUTH BLDG.

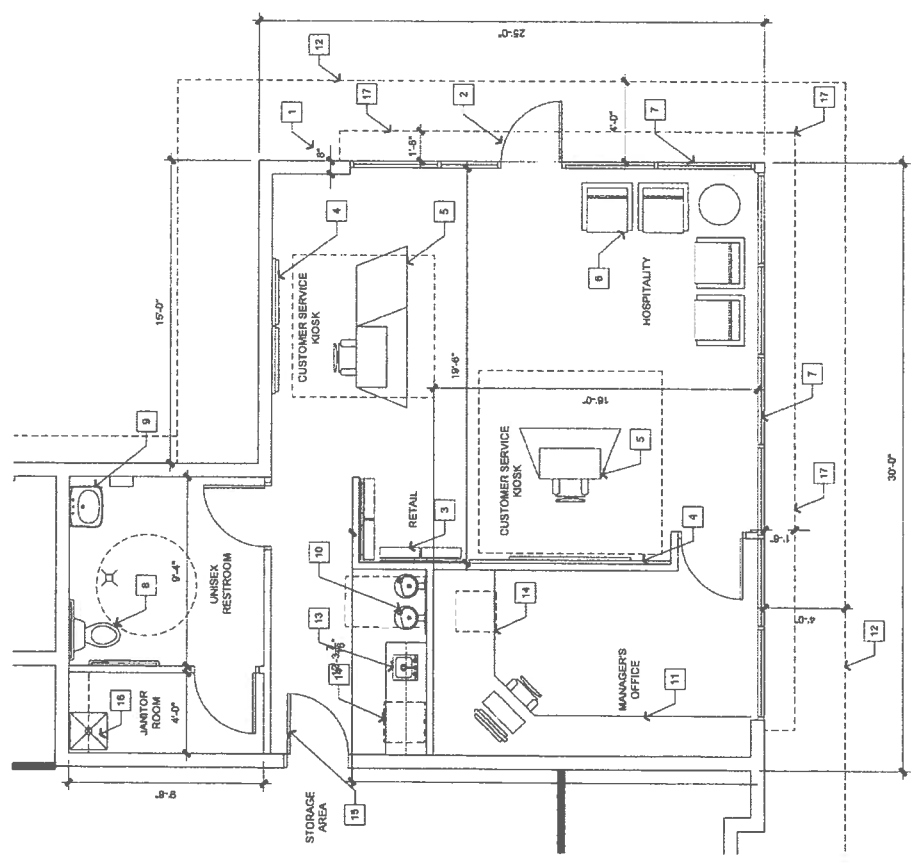
SAN PABLO AVE



PROJECT NUMBER: 18-579
SCALE: AS NOTED
DATE: 09/20/18

PRELIM. OFFICE PLAN

A.6

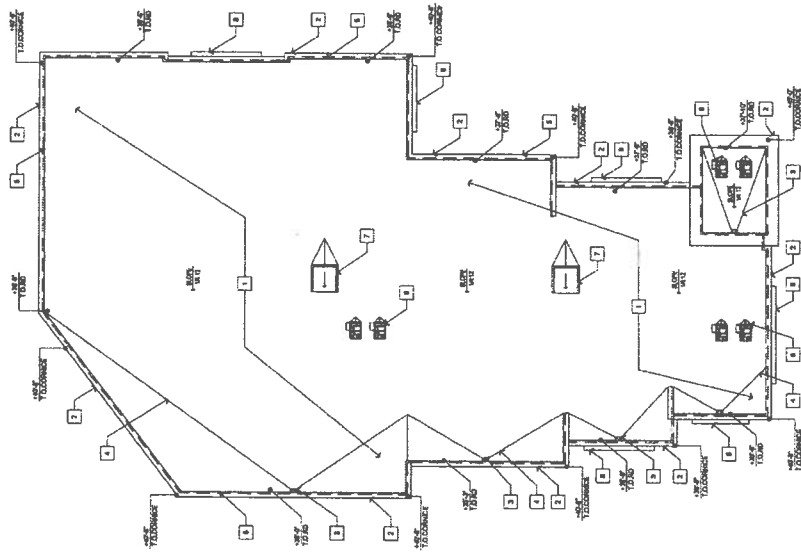


OFFICE PLAN 1
SWP - 1/4"

BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

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KEY NOTES	
1	2" X 4" HUNGING SYSTEM
2	CHANNEL
3	ROOF DRAIN TYPE
4	ROOF CIRCUIT TYPE
5	PALL BEAM
6	TOP MOUNTED MECHANICAL UNIT
7	ELEVATOR
8	AWNING BELOW



ROOF PLAN 1
1" = 20'-0"

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EXTRA SPACE PINOLE
PINOLE, CA

PRELIM. ROOF PLAN A.7

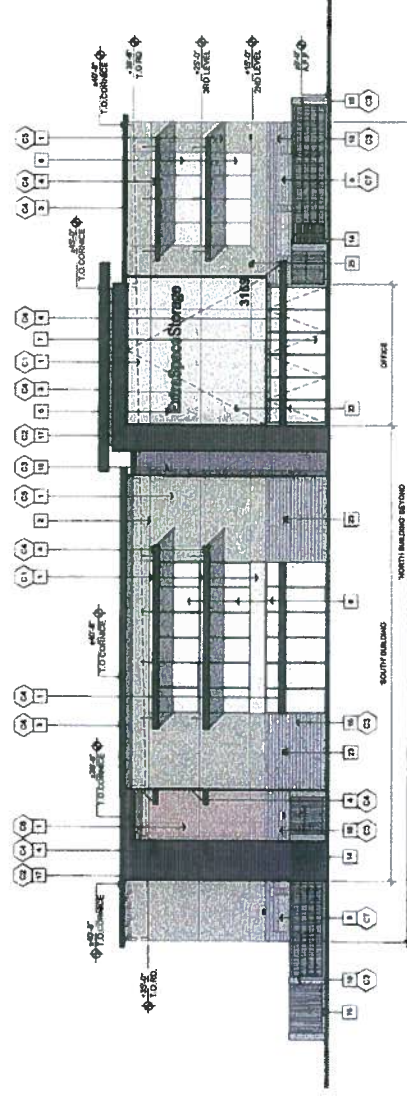
FOR NUMBER 10-625
SCALE AS SHOWN
DATE 08/20/18



[illegible]

JOB NUMBER: 18-523
SCALE: AS NOTED
DATE: 09/20/18





SOUTH ELEVATION - SAN PABLO AVE. 1
3/2" = 1'-0"

[illegible]

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EXTRA SPACE
PINOLE, CA

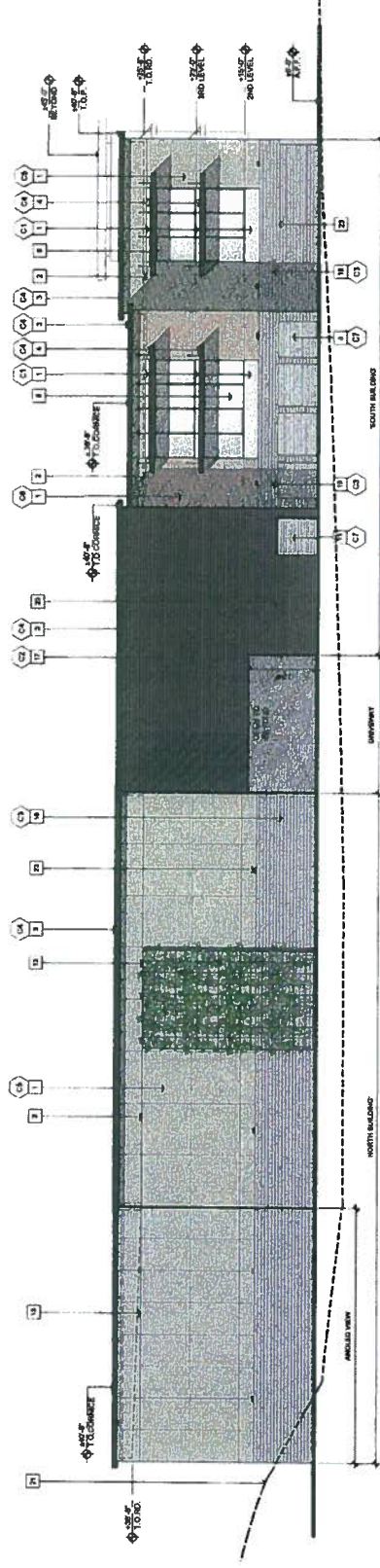
PRELIMINARY ELEVATIONS

JOB NUMBER 10-523
 SCALE AS NOTED
 DATE 05/07/16

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A.9





WEST ELEVATION 2
5'12" = 1'-0"

[illegible]

BEAU REINBERG

EXTRA SPACE PINOLE

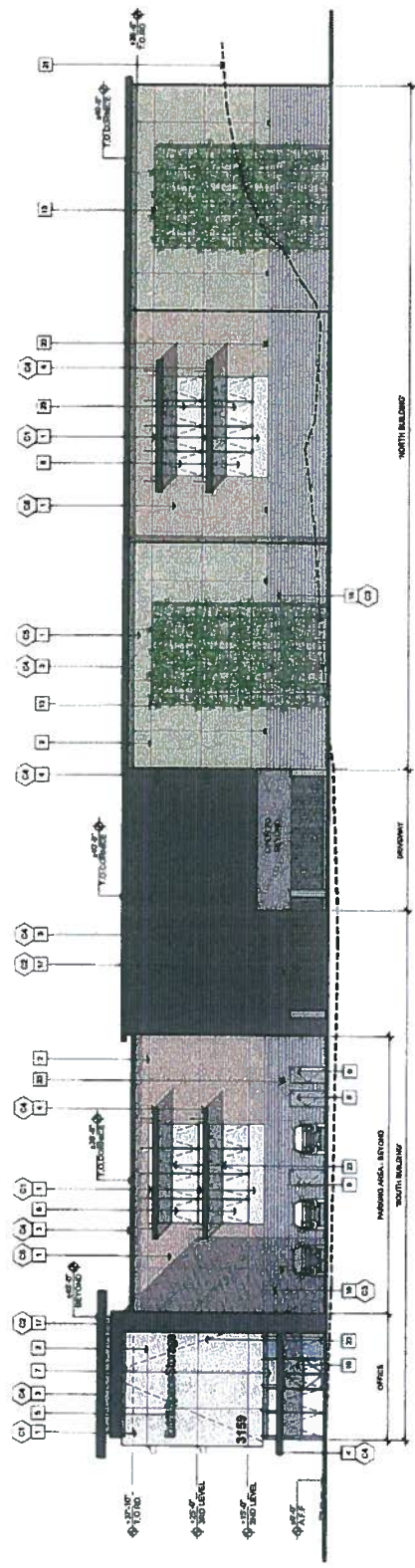
PRELIMINARY ELEVATIONS

PINOLE, CA

A.10

JOB NUMBER: 1B-523
SCALE: AS NOTED
DATE: 09/20/18

jordan
ARCHITECTS INC.



EAST ELEVATION 4
3/2" = 1'-0"

KEY MAP	KEYNOTES	COLOR & MATERIAL BOARD
	1. SMOOTH STUCCO FINISH 2. STUCCO SIGNAL CHANNEL 3. CORNER 4. METAL FINISH 5. METAL FINISH FOR DESIGN PURPOSE 6. METAL FINISH FOR DESIGN PURPOSE 7. METAL FINISH FOR DESIGN PURPOSE 8. METAL FINISH FOR DESIGN PURPOSE 9. METAL FINISH FOR DESIGN PURPOSE 10. METAL FINISH FOR DESIGN PURPOSE 11. TRANSIT ENCLOSURE DOOR 12. BLINDING DATE 13. METAL TELLER 14. UPPER DATE 15. PEDESTRIAN ACCESS 16. 7\"/>	1. EXISTING GRADE 2. ROOF LINE 3. LIGHT INTERIOR, SEE LIGHTING PLAN 4. TRANSIT ENCLOSURE DOOR 5. BLINDING DATE 6. METAL TELLER 7. UPPER DATE 8. PEDESTRIAN ACCESS 9. 7\"/>

BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

PRELIMINARY ELEVATIONS

jordan
ARCHITECTS, INC.

JOB NUMBER 18-523
DATE 10/10/2018
AS NOTED
DATE 10/10/2018

A.12

KEY NOTES

- 1 SITE LIGHTING MOUNTED ON BUILDING WALL @ 30' OF E.O.
- 2 SEE DETAIL SHEET.
- 3 SEE DETAIL SHEET.
- 4 SEE DETAIL SHEET.
- 5 DOWNLIGHT SEE DETAIL SHEET.

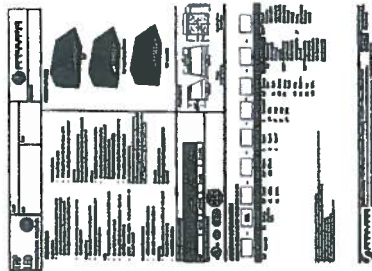
The plan shows a large 'NORTH BUILDING' and a smaller 'SOUTH BUILDING' with an 'OFFICE' area. Various lighting fixtures are indicated by callouts: 1 (wall-mounted), 2 (downlight), 3 (downlight), 4 (downlight), and 5 (downlight). A north arrow and a scale of 1"=30'-0" are also present.



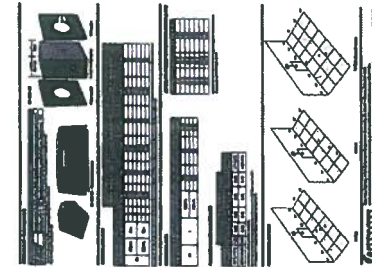
BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

LIGHTING PLAN
A.13

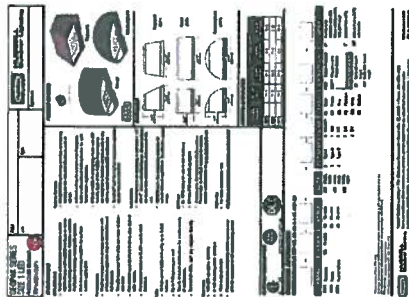
JOB NUMBER: 10-020
DATE: 08/20/10
DRAWN BY: JAS
CHECKED BY: JAS



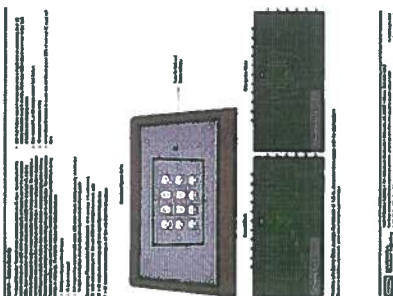
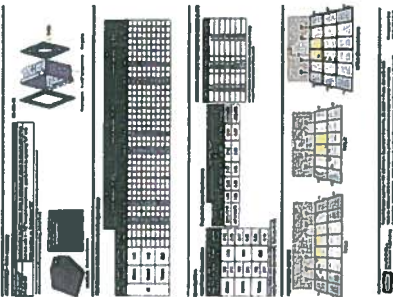
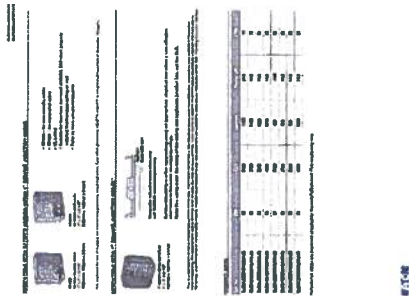
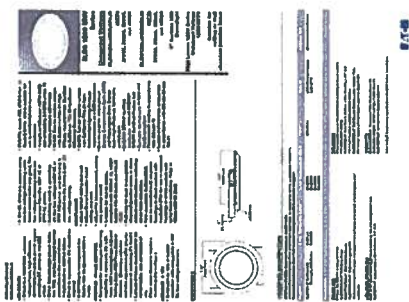
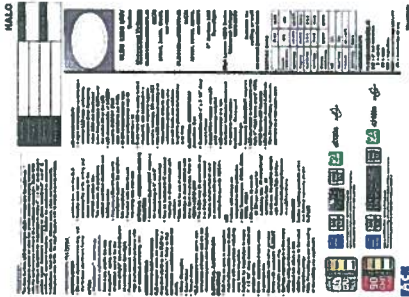
WALLPACK ¹
NTS



ACCENT LIGHT ²
NTS



DOWNLIGHT ³
NTS

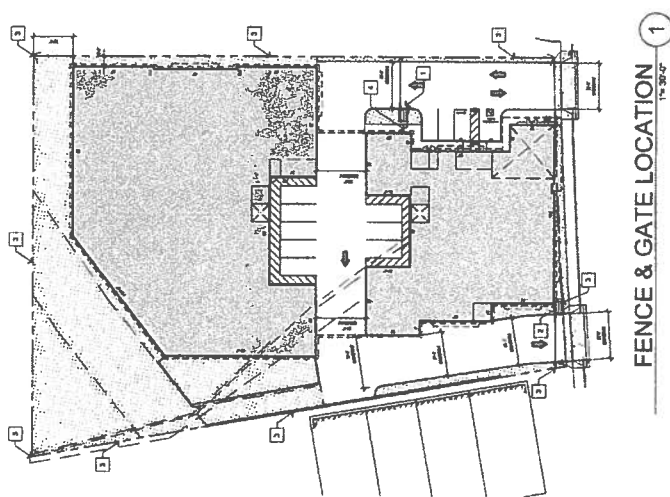


BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

LIGHTING PLAN DETAILS
JOB NUMBER: 18-021 AS NOTED
DATE: 08/20/18

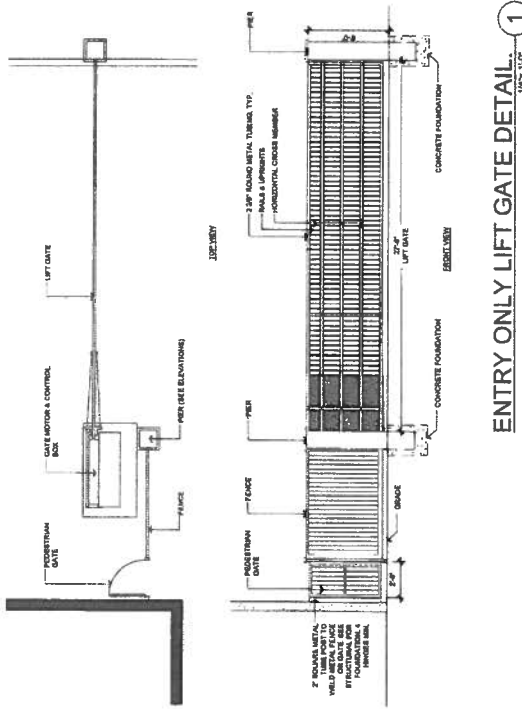
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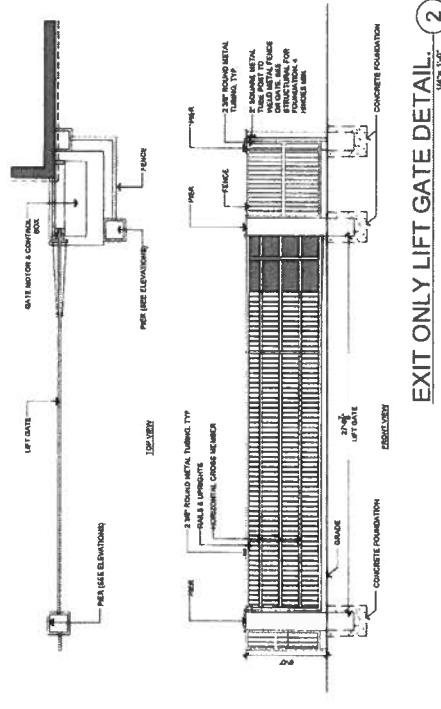


FENCE & GATE LOCATION 1
1"=30'-0"

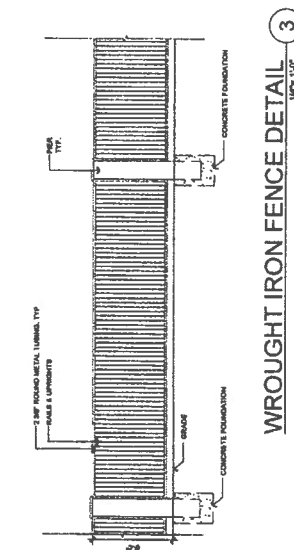
KEY NOTES	
1	LIFT ONLY LIFT GATE
2	EXIT ONLY LIFT GATE
3	NEW WROUGHT IRON FENCE ALONG PROPERTY LINE
4	NEW WROUGHT IRON FENCE ALONG PROPERTY LINE
5	WROUGHT IRON FENCE



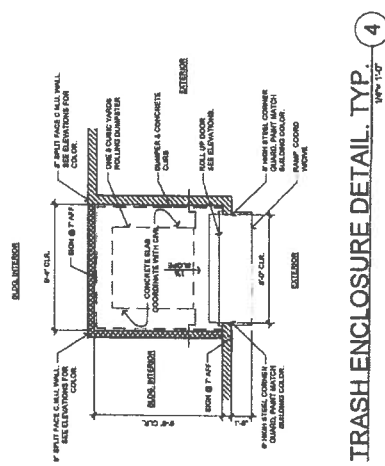
ENTRY ONLY LIFT GATE DETAIL 1
1/4"=1'-0"



EXIT ONLY LIFT GATE DETAIL 2
1/4"=1'-0"



WROUGHT IRON FENCE DETAIL 3
1/4"=1'-0"



TRASH ENCLOSURE DETAIL, TYP. 4
1/4"=1'-0"

BEAU REINBERG
EXTRA SPACE PINOLE
PINOLE, CA

FENCE PLAN & DETAILS

JOB NUMBER 18-025
SCALE AS NOTED
DATE 08/20/18

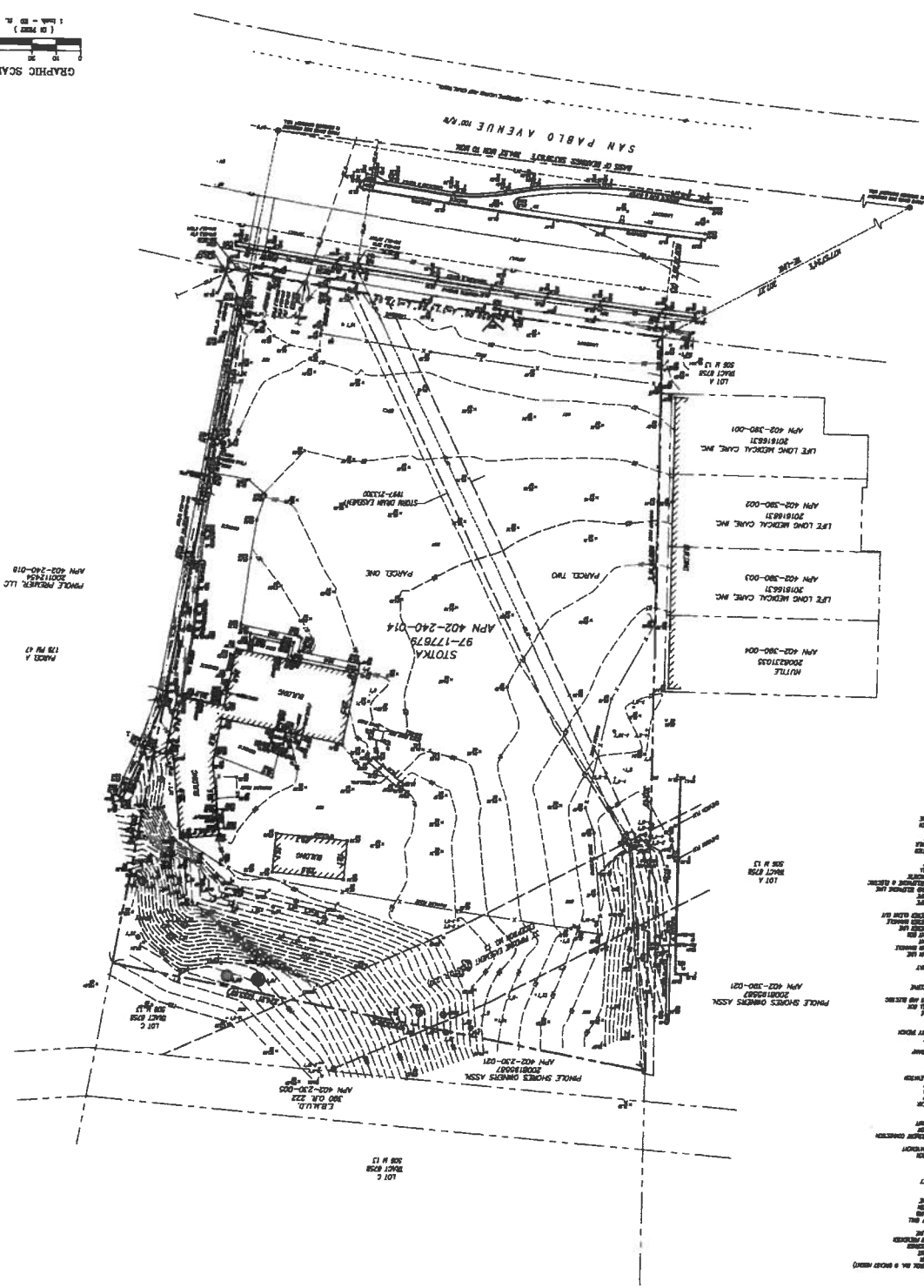
A.15





PROJECT BOUNDARY & TOPOGRAPHIC SURVEY KISTER, SAVO & REI, INC. 222 SAN PABLO AVENUE SAN PABLO, CALIFORNIA 94604 LAND SURVEYORS - CIVIL ENGINEERS		DATE 12/29/18
APN: 402-240-014		DATE 03/30/19
PROJECT BOUNDARY & TOPOGRAPHIC SURVEY KISTER, SAVO & REI, INC. 222 SAN PABLO AVENUE SAN PABLO, CALIFORNIA 94604 LAND SURVEYORS - CIVIL ENGINEERS		DATE 12/29/18

1. THE LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON AND SHOULD BE USED BY ALL OTHERS IN THE AREA.
2. CONVEYANCES AND OTHER RECORDS MUST BE USED TO LOCATE LOCATIONS SHOWN HEREON. ADDITIONAL RECORDS MAY BE REQUIRED TO LOCATE LOCATIONS SHOWN HEREON. RECORDS MUST BE USED TO LOCATE LOCATIONS SHOWN HEREON.
3. LOCATIONS SHOWN HEREON ARE BASED ON THE RECORDS OF THE SAN PABLO AVENUE CORRIDOR AND SHOWN HEREON.
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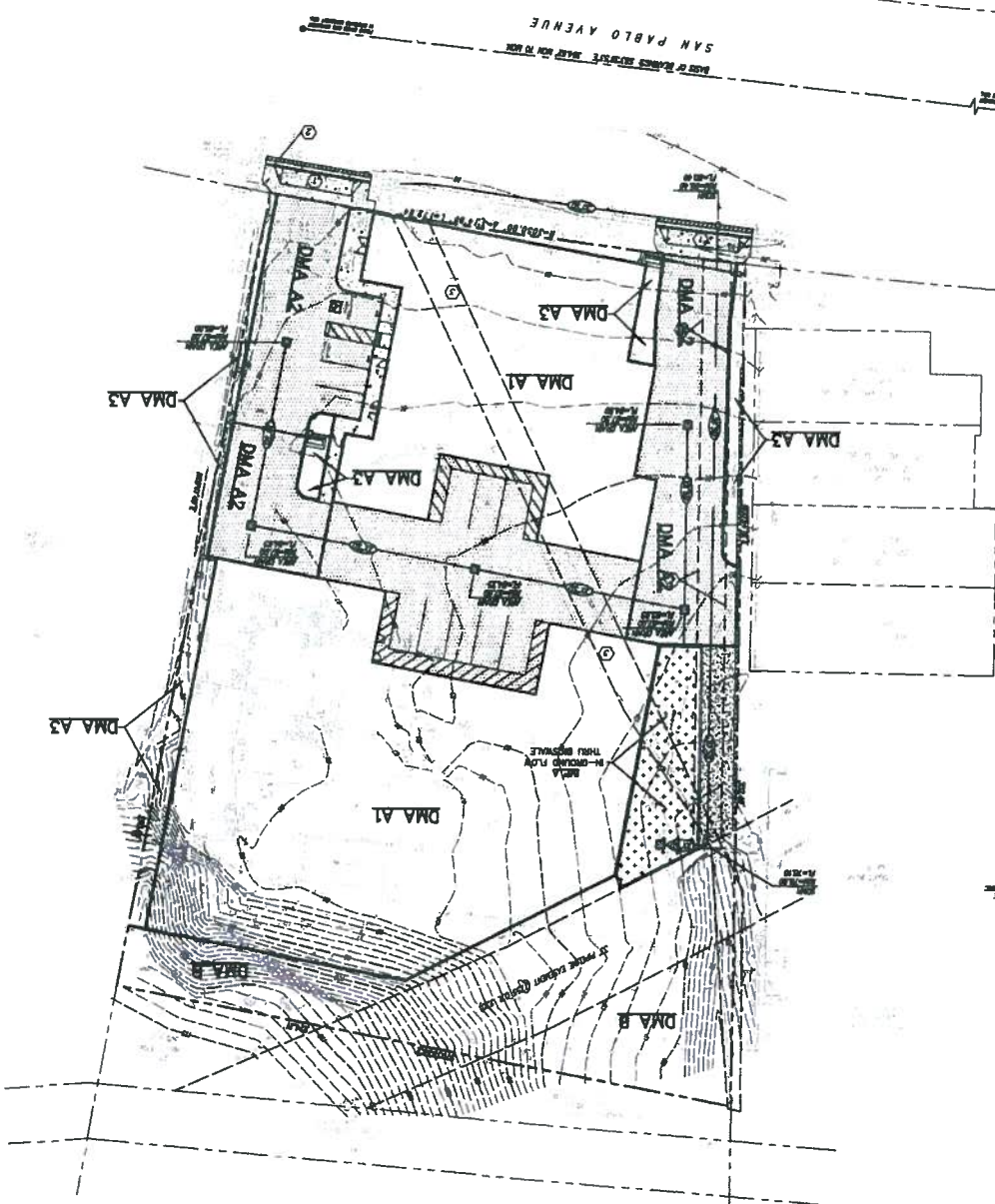


- 1. LOT 1
- 2. LOT 2
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- 99. LOT 99
- 100. LOT 100

PROJECT: STORMWATER CONTROL PLAN	
APN: 402-240-014	
OWNER: KISTER, SAOVI & REI, INC.	
DESIGNER: KISTER, SAOVI & REI, INC.	
DATE: JULY 31, 2018	
DRAWN BY: J. KISTER	
CHECKED BY: J. KISTER	
SCALE: AS SHOWN	



NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
1	EXISTING PAVED AREA	10,844.57	100.00%
2	EXISTING PAVED AREA	10,844.57	100.00%
3	EXISTING PAVED AREA	10,844.57	100.00%
4	EXISTING PAVED AREA	10,844.57	100.00%
5	EXISTING PAVED AREA	10,844.57	100.00%
6	EXISTING PAVED AREA	10,844.57	100.00%
7	EXISTING PAVED AREA	10,844.57	100.00%
8	EXISTING PAVED AREA	10,844.57	100.00%
9	EXISTING PAVED AREA	10,844.57	100.00%
10	EXISTING PAVED AREA	10,844.57	100.00%



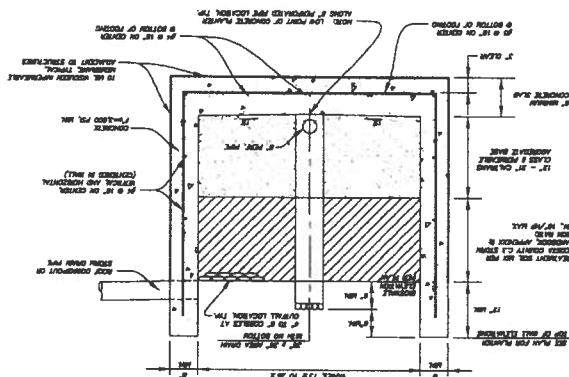
- 1. DETENTION BASIN
- 2. INFILTRATION BASIN
- 3. PAVED AREA
- 4. EASEMENT
- 5. SAN PABLO AVENUE
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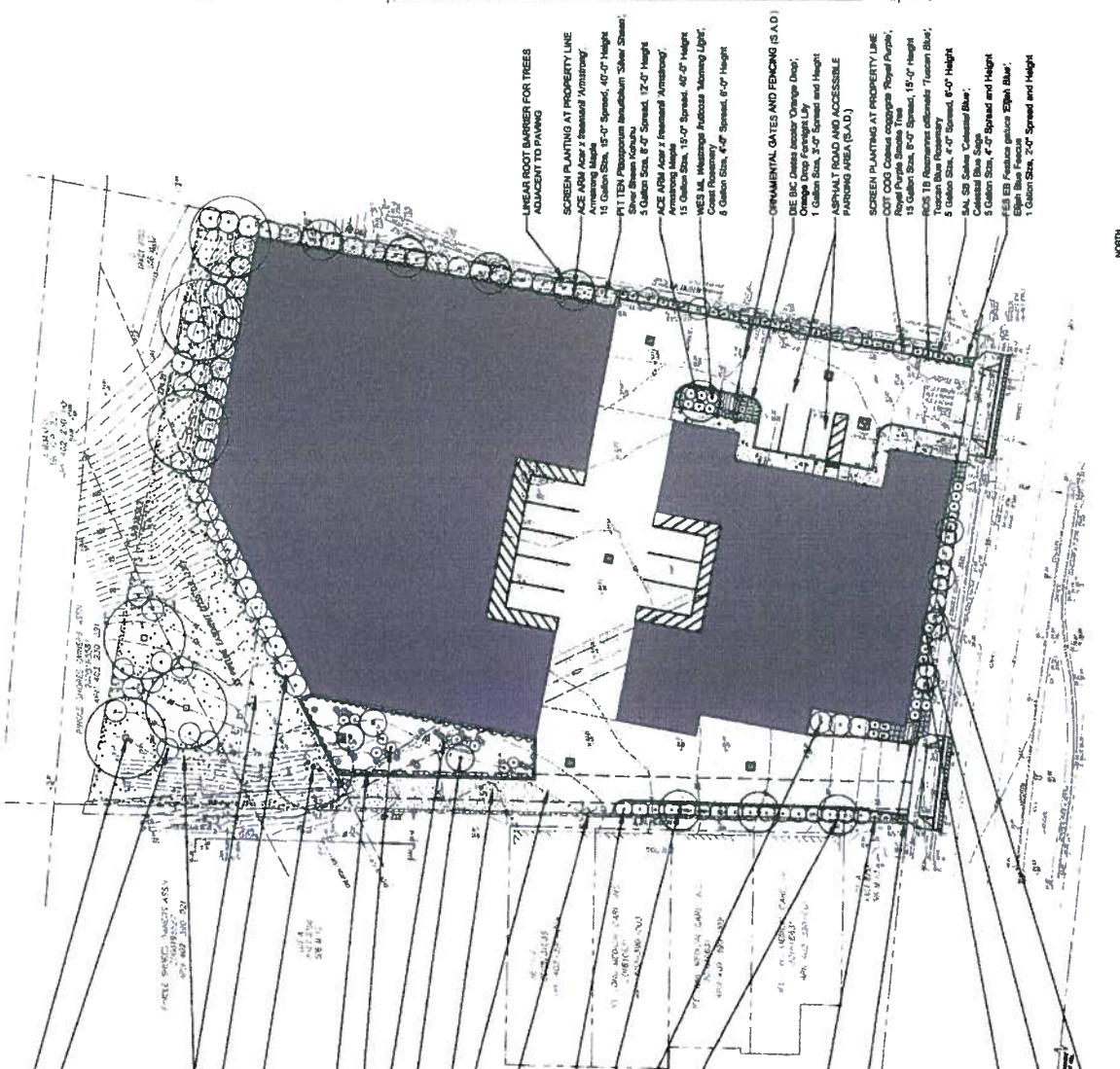
172

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~~TYPICAL FLOW-THROUGH PLANTER CROSS SECTION~~

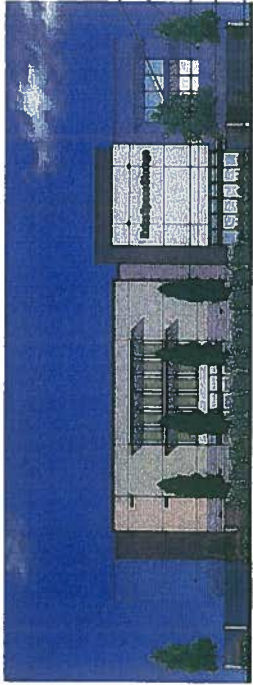


- NATIVE LANDSCAPE BUFFER**
ONE AGR Coastal sycamore, Coast Live Oak
15 Gallon Size, 30'-0" to 70'-0" Spread and Height
RVA CAL. Rhus microphylla, California
California Callery
1 Gallon Size, 8'-0" Spread and Height
- HYDROSED EROSION CONTROL, UNK**
ON SLOPE AND HILLSIDE. SEE LEGEND
CHURCH PRELINE EASEMENT
NO TREES ALLOWED WITHIN AREA
SHALLOW-ROOTED SHRUBS ONLY
EXISTING MULTI-TRUNK WILLOW TREE
TO REMAIN
- BIOGRAPESTORM WATER TREATMENT AREA**
(S.C.D.)
CAR DIV Cedar oleaster, Boundary sedge
1 Gallon Size at 12' On Corner
ERD CAL. Eriogonum fasciculatum
1 Gallon Size, 4'-0" Spread and Height
JUN PAT. Juniperus procumbens, Blue rush
1 Gallon Size, 2'-0" Spread and Height
CER OOD. Ceratostigma occidentalis, western redbud
15 Gallon Size, 10'-0" Spread and Height
GRAVEL ACCESS ROAD (S.C.D.)
ASPHALT ROAD AND PARKING AREA
(S.C.D.)
RETAINING WALL (S.C.D.)
- SCREEN PLANTING AT PROPERTY LINE (TYP.)**
WES WIG. Weeping Redwood 'Weeping Giant',
Coast Rosemary
5 Gallon Size, 6'-0" Spread, 8'-0" Height
ACE ANM. Acer 2 'Emerald Arctostaphylos',
Acer 2 'Emerald Arctostaphylos',
15 Gallon Size, 15'-0" Spread, 40'-0" Height
PIT TEN. Pittosporum tenuifolium 'Silver Sheen',
Silver Sheen Kalmia
15 Gallon Size, 15'-0" Spread, 12'-0" Height
LINEAR ROOT BARRIER FOR TREES
ADJACENT TO PAVING
- ACCENT PLANTING AT ENTRY/EXIT (TYP.)**
SAL SB. Salix 'Cascadia Blue',
Cascadia Blue Sage
5 Gallon Size, 4'-0" Spread and Height
FES EB. Fuchsia pulchra 'Elijah Blue',
Elijah Blue Fuchsia
1 Gallon Size, 2'-0" Spread and Height
- FRONTAGE PLANTING**
CAR FF. Cornus florida, Front Forsythia,
Front Forsythia Branch
24" Box, 10'-0" Spread, 35'-0" Height
WES ML. Weeping Redwood 'Morning Light',
Coast Rosemary
15 Gallon Size, 4'-0" Spread, 8'-0" Height
WES WIG. Weeping Redwood 'Weeping Giant',
Coast Rosemary
15 Gallon Size, 6'-0" Spread, 8'-0" Height



PLANT LIST

PLANT SPECIES	PLANT SIZE	PLANT TYPE	PLANT QUANTITY
ONE AGR Coastal sycamore	30'-0" to 70'-0"	Tree	1
RVA CAL. Rhus microphylla	1 Gallon	Shrub	1
JUN PAT. Juniperus procumbens	1 Gallon	Shrub	1
CER OOD. Ceratostigma occidentalis	15 Gallon	Shrub	1
WES WIG. Weeping Redwood 'Weeping Giant'	5 Gallon	Tree	1
ACE ANM. Acer 2 'Emerald Arctostaphylos'	15 Gallon	Tree	1
PIT TEN. Pittosporum tenuifolium 'Silver Sheen'	15 Gallon	Tree	1
SAL SB. Salix 'Cascadia Blue'	5 Gallon	Shrub	1
FES EB. Fuchsia pulchra 'Elijah Blue'	1 Gallon	Shrub	1
CAR FF. Cornus florida	24" Box	Shrub	1
WES ML. Weeping Redwood 'Morning Light'	15 Gallon	Tree	1



SAN PABLO AVENUE ELEVATION

Scale: 1"=16'-0"

PLANT PALETTE - TREES

- Shade tree and shrubs in parking area
- Evergreen screen planting at project perimeter with shade trees and evergreen shrubs
- Columnar street tree
- Evergreen shrub foundation planting with
- Accent planting at project entry and exit drives



Redwood



Redwood



Redwood



Redwood



Redwood



Redwood



Redwood

SHRUBS / ACCENT PLANTS / GROUND COVERS



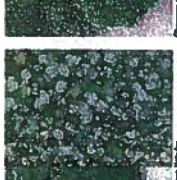
Redwood



Redwood



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Redwood



Redwood



Redwood



Redwood



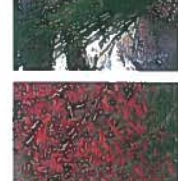
Redwood



Redwood



Redwood



Redwood



Redwood



Redwood



Redwood

BIORETENTION WATER TREATMENT AREA PLANTS



Redwood



Redwood



Redwood



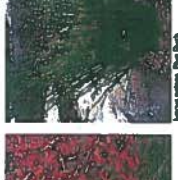
Redwood



Redwood



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Redwood



Redwood



Redwood



Redwood

DATE

AUGUST 2018

SHEET

L-2

PROJECT
EXTRA SPACE PINOLE
890 SAN PABLO AVENUE
PINOLE, CA

SHEET TITLE
LANDSCAPE ELEMENTS

NO. DATE
REVISION

NO. DATE
REVISION

NO. DATE
REVISION



CONCEPTUAL SKETCH | AERIAL VIEW FROM SOUTHEAST

PL18-0077 (DR18-13) 3rd cycle RECEIVED

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018

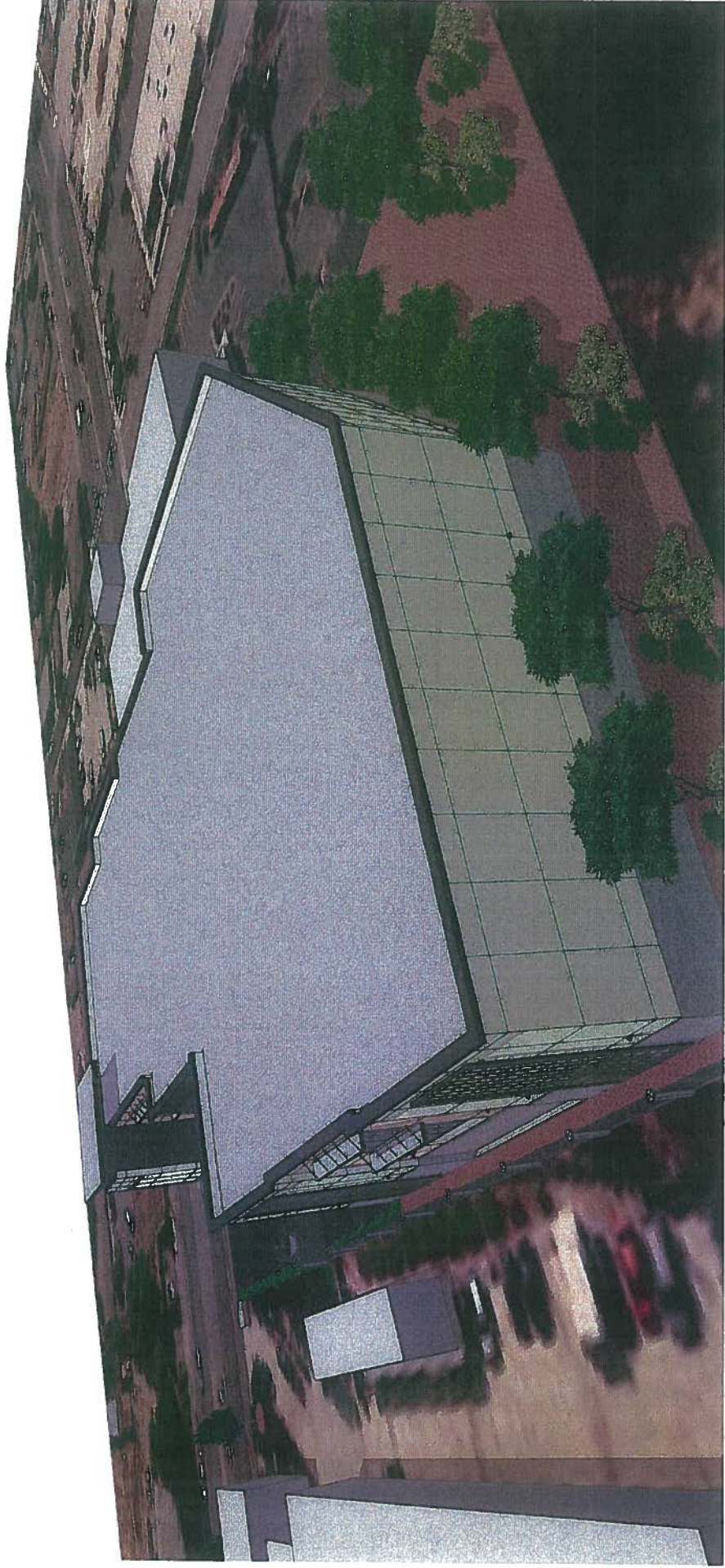
DEC 06 2018
CITY OF PINOLE
DEVELOPMENT SERVICES DEPT. /
PUBLIC WORKS



CONCEPTUAL SKETCH | AERIAL VIEW FROM SOUTHWEST

**Pinole Self Storage
Conceptual Design**
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018



CONCEPTUAL SKETCH | AERIAL VIEW FROM NORTHEAST

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

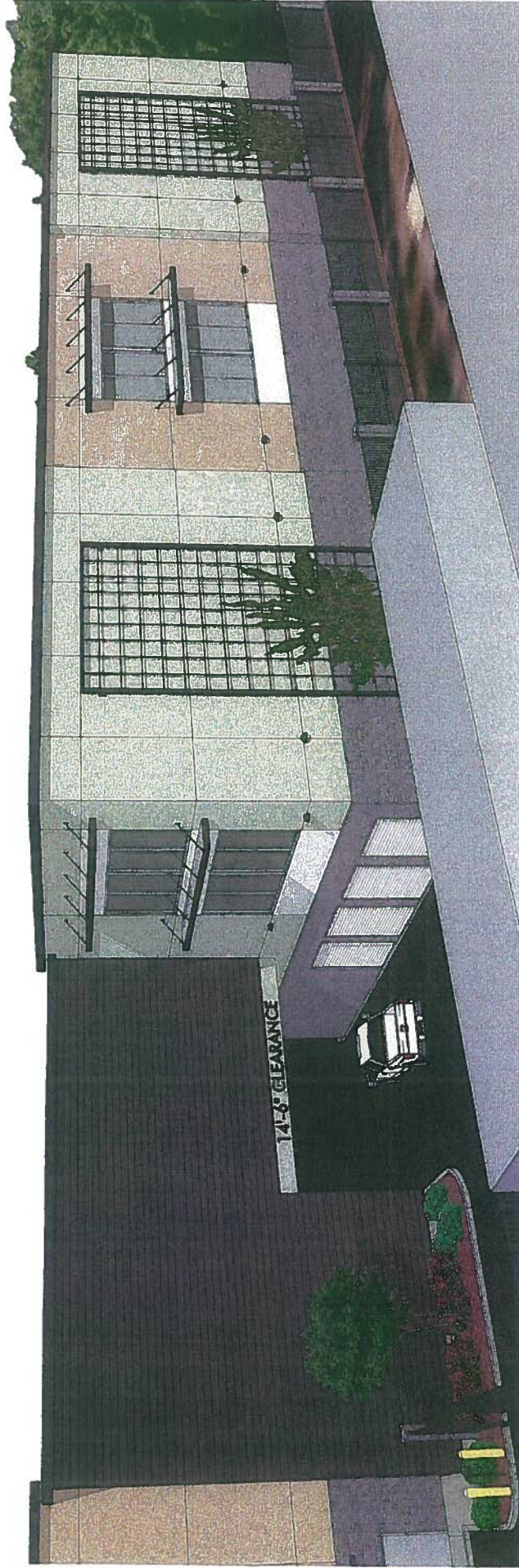
NOVEMBER 29, 2018



CONCEPTUAL SKETCH | OFFICE DETAIL

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018



CONCEPTUAL SKETCH | EAST ELEVATION

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

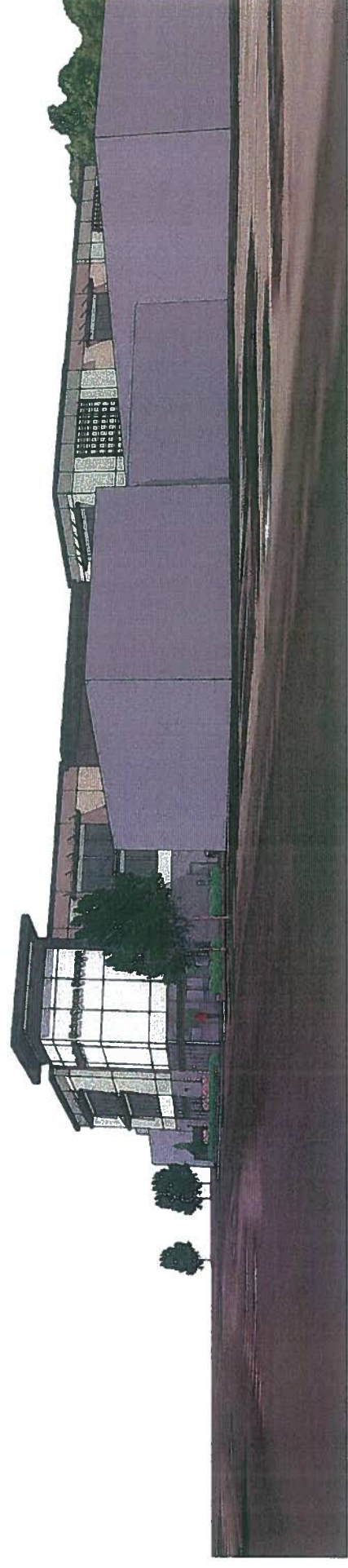
NOVEMBER 29, 2018



CONCEPTUAL SKETCH | SOUTH ELEVATION

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

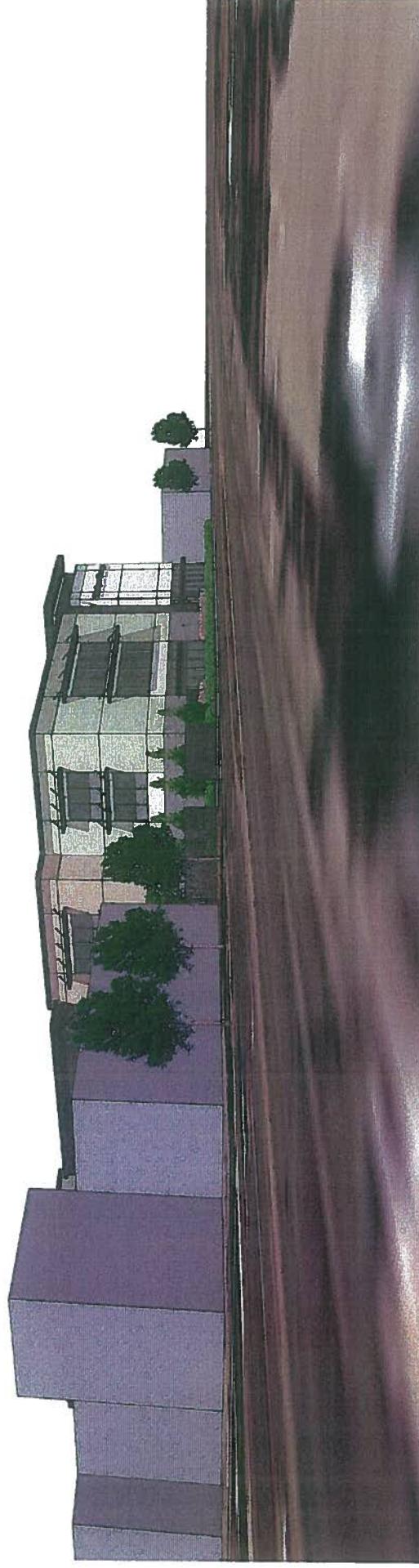
NOVEMBER 29, 2018



CONCEPTUAL SKETCH | SAN PABLO APPROACH FROM EAST

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018



CONCEPTUAL SKETCH | SAN PABLO APPROACH FROM WEST

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018

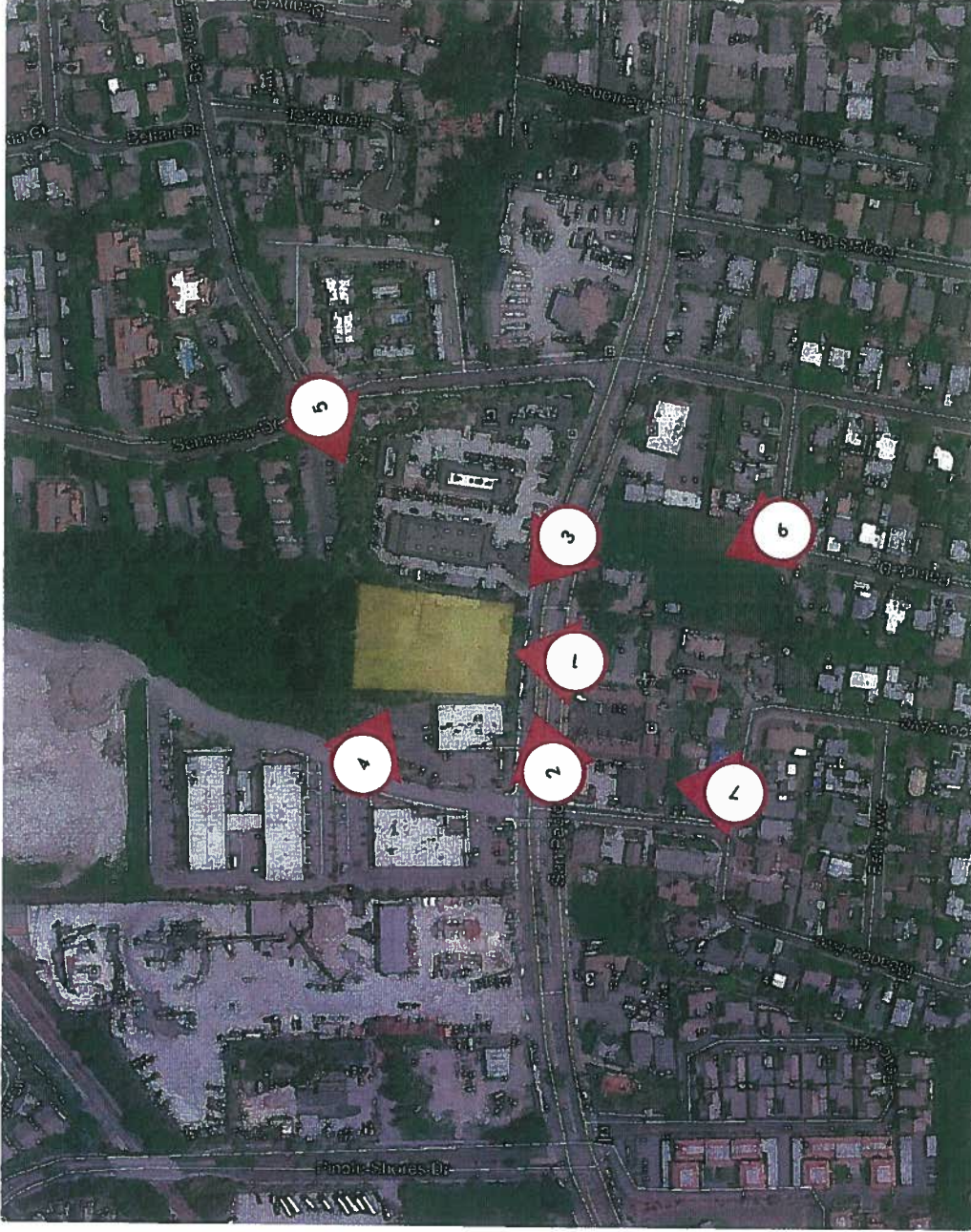


PHOTO SIMULATIONS KEY

**Pinole Self Storage
Conceptual Design**
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018



PHOTO SIMULATION | VIEW 1

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018



PHOTO SIMULATION | VIEW 2

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018



PHOTO SIMULATION | VIEW 3

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018

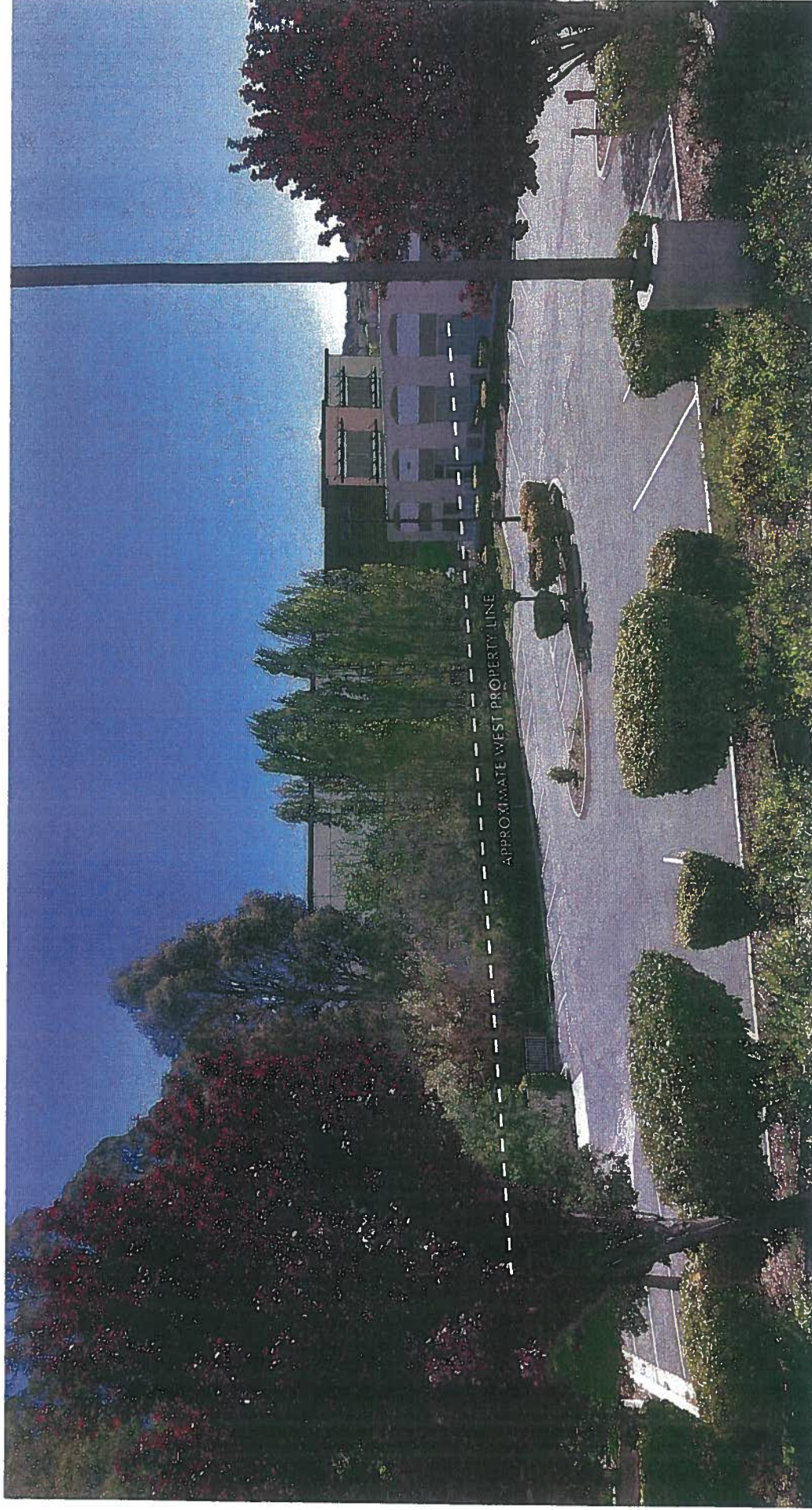


PHOTO SIMULATION | VIEW 4

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018



PHOTO SIMULATION | VIEW 5

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018



PHOTO SIMULATION | VIEW 6

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018

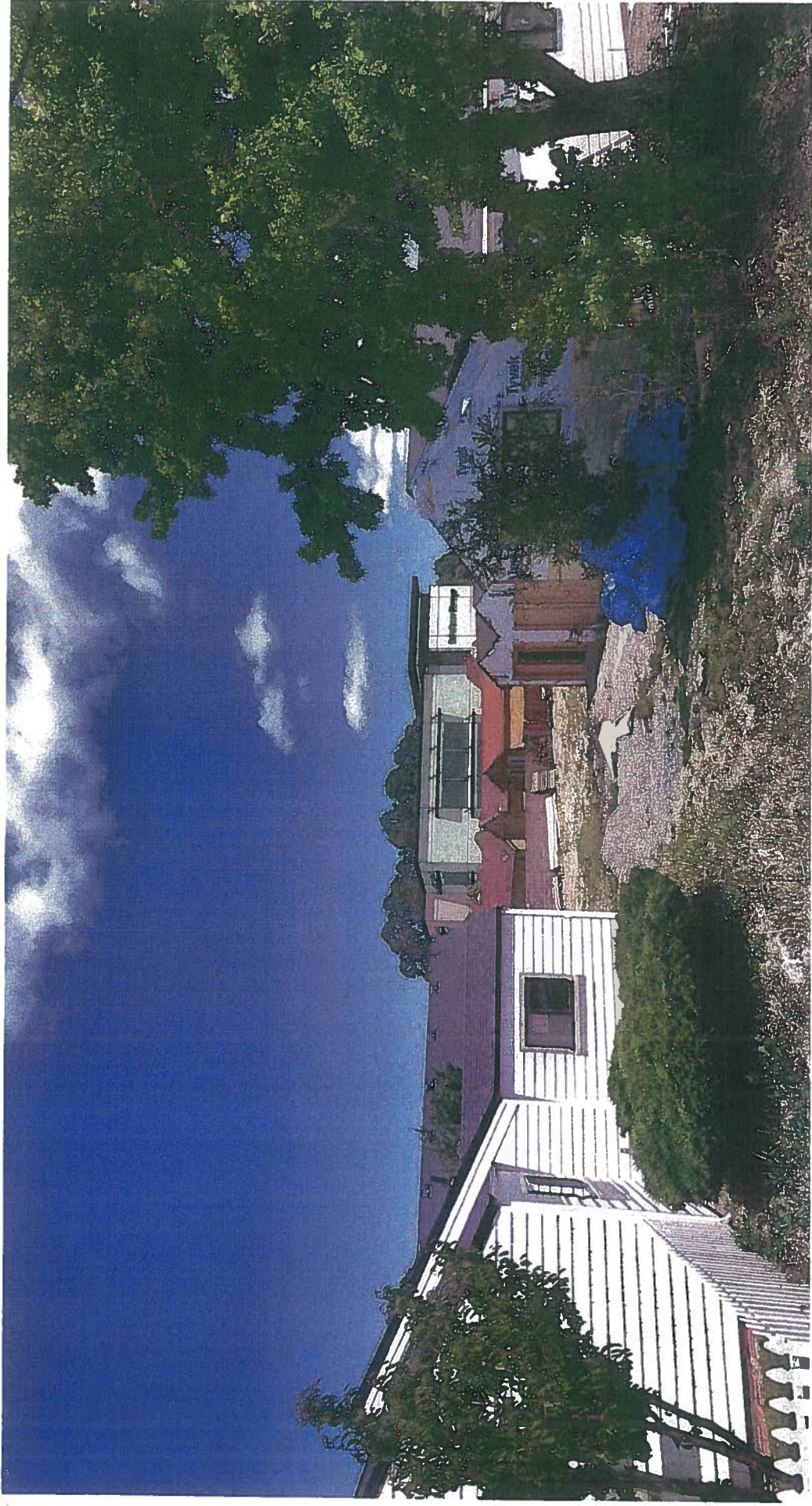


PHOTO SIMULATION | VIEW 7

Pinole Self Storage
Conceptual Design
890 San Pablo Avenue, Pinole, CA 94564

NOVEMBER 29, 2018

Premier A-1 Pinole, LLC

"Storage Experts"

Beau D. Reinberg
Managing Partner
3159 Fee Fee Road, Ste. 221
St. Louis MO, 63044
Phone 573-673-1191
beaureinberg@dss-bcm.com

12/3/2018

890 San Pablo Avenue

RECEIVED

DEC 06 2018

**CITY OF PINOLE
DEVELOPMENT SERVICES DEPT. /
PUBLIC WORKS**

Attn: City of Pinole

I am writing to bring to your attention to a property we have under contract, located at 890 San Pablo Avenue. Our intention is to request a use permit for the development of a High End, Indoor, Climate Controlled Self-Storage Facility.

We have successfully, as a team, developed over 100 properties across the United States, including cities such as Boston, Nashville, Seattle, New York, Naples, New Jersey, Portland, Annapolis and St. Louis. Our focus has been and will continue to be, building a Class A facility that meets the growing storage needs of residents located within a 3 mile radius. Gone are the days of facilities on the outskirts of town with chain link fences and gravel lots. The 5th generation buildings and facilities that we develop are built to blend in as a consumer driven retail use and be a welcoming amenity to the 1 in 10 households that require self-storage.

The area surrounding 890 San Pablo is both commercial and residential and is highlighted as a specific corridor in the master plan. Page One in the specific plan says,

"San Pablo Avenue"s diverse history as a major thoroughfare in the East Bay, home to important industrial and light industrial land use, and community aims of attracting new retail and service industry, while achieving more diverse residential development that can be served by transit."

Our development will keep traffic moving, in fact, as stated in our prepared traffic memo, the Am Peak hour vehicles onsite are 6.54 and the PM peak hour vehicles onsite are 11.3 per hour. Also according to the 9th edition of the ITE traffic manual Self Storage/Mini Warehouse has a 24hr trip generation of just 119 trips over the entire 24hr period, generating some of the lowest amount of traffic of any use.

"San Pablo Avenue provides vital economic development opportunities that can support diverse uses that serve the needs of local residents and visitors." And

“Encourage a mix of uses that complement and support one another and attract both local consumers and regional shoppers. Support diverse land use by targeting mixed-use development that can attract additional residential, live-work, office, and employment uses along with retail, restaurant, and entertainment uses”

Our development will take a vacant infill site, with limited residential impact and visibility, and activate it with a class A building, with a use that will support and spur additional residential growth and be a tremendous resource for small and mid-size businesses.

A key feature of all our facilities is best in class security. This security includes over 25 cameras, key pad entry for customers only from 6am-10pm at night, a facility manager, and a district manager who oversees all stores in the market. The construction of our facility will employ over 30 local workers and once completed we will have 3-4 part and full-time employees at the facility.

The property will have a small office of just under 800sqft, which will be the main contact area for the customers of the facility and will be designed with a modern finish.

It is important for our facility, since it is a mid-block entrance/exit, to be designed in a manner that creates a very easy to access and easy to see facility. Not only will this provide us with the best opportunity to be as successful as possible, it will also create a secure facility that residents of Pinole will be comfortable using for years to come. We will adhere to the guidelines set forth in the code and corridor specific plan and will pay very close attention to landscape design that will turn this vacant property in to something that is very pleasing to the eye and sets us apart from other options in the market. We will build a facility that is very unique and a true one of a kind product, both in its fully climate controlled offering and in its detailed exterior façade. Pinole residents deserve a best in class option for their storage needs, and we will deliver a facility that will meet and exceed the high expectations set by the Pinole Planning office, and as stated in section 7.0-6:

“Projects shall reflect the context within which they occur, but should be original in design and avoid duplication. Developments should have their own identity while complementing the character of the Specific Plan Area.”

Self-Storage is a very important low impact amenity for any community because it provides a safe, clean, and convenient location for belongings during sometimes difficult periods in a person's life, such as divorce, death, and downsizing. It is also important for a community because it can help eliminate the clutter sometimes found in neighborhoods, when garages are just not enough space. It promotes safety because when a garage is available, the vehicle can be kept inside and not be subject to attempted break-ins or vandalism. As a community it is important to provide resources so that those moving in to or out of the community can count on a close facility to provide them with the space they need for the short term or long term.

Self-Storage also promotes small business and retail sales. A small business can sometimes not afford enough square footage for all their supplies or inventory, so a 10x10 climate-controlled storage unit is a very efficient way for a small business to be able to compete with larger

companies who can afford more space. Also, when residents have access to safe and clean self-storage, they are more likely to purchase more belongings in their shopping districts, thereby increasing important sales tax revenue.

This facility will be designed with an attention to detail and a detailed attention to its surrounding neighbors and the city of Pinole.

Sincerely,

Beau D. Reinberg
President

**SPECIAL CITY COUNCIL / PLANNING
COMMISSION WORKSHOP MEETING
MINUTES
JANUARY 28, 2019**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

The Special City Council/Planning Commission Workshop Meeting was held in the Pinole Senior Center, 2500 Charles Avenue, Pinole, California. Mayor Murray called the Special Workshop Meeting to order at 6:03 p.m. and led the Pledge of Allegiance.

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

A. COUNCIL MEMBERS/PLANNING COMMISSIONERS PRESENT

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

Simon Wong, Planning Commission Chair
Tom Brooks, Planning Commissioner
Ruskin Hartley, Planning Commissioner
Dave Kurrent, Planning Commissioner
Carol Thompson, Planning Commissioner – ABSENT

B. STAFF PRESENT

Michelle Fitzer, City Manager
Hector De La Rosa, Assistant City Manager
John Goetz, City Attorney
Tamara Miller, Development Services Director/City Engineer
Winston Rhodes, Planning Manager

Deputy City Clerk De La Rosa inquiry if the Council had any conflict with items on the Agenda. The Council reported there were no conflicts with any items on the agenda.

3. CITIZENS TO BE HEARD (Public Comments)

At 6:05 pm, the Mayor inquired if there were any Public Comments. The following speakers addressed the City Council:

Jack Meehan, resident of Pinole, stated that he would like to see Bart Director extend services to Pinole and other cities, suggested posting the Fire call log sheets, requested additional signage so that the public is aware where smoking is allowed.

Sal Spataro, resident of Pinole, congratulated the Councilmembers who supported extending the hours of the library.

4. WORKSHOP ITEM

A. Pinole Square – Appian 80 Update [Action: Presentation - Provide Direction (Rhodes/Goetz)]

Planning Manager Winston Rhodes presented the report. He provided information on the proposed development, issues related to the specific plan regarding housing overlay on the site, and requested direction from the Council on whether to require housing or not on the site.

The Councilmembers/Planning Commissions discussed the following: design of the project, color scheme, the impact of eliminating the housing overlay requirements on the City's Regional Housing Needs Assessment (RHNA) housing allocation, can the allocated RHNA number on the site be accommodated at other sites, the benefits of the proposed development, time frame for development of site and amendment to General Plan and Specific Plan.

Carl Goldstone, owner of the property, Tony Valdez, Architect, and Todd Paradise, Real Estate Manager for Safeway, addressed the Council speaking to the project development phasing plan, the benefits to the community, and why housing is not proposed on the site.

The following speaker addressed the City Council/Planning Commission at 7:37 pm.:

Joice Dementshuk, resident of Pinole, supported the project and provided reasons for the need for the development but expressed concerns regarding traffic in the area.

Maureen Toms, resident of Pinole, expressed that delays to the project were not on the City and expressed advantages to removing housing overlay on the site.

Sara Roberts, resident of Pinole, expressed concerns about existing traffic and additional traffic if a gas station is located on the site.

Sal Spataro, resident of Pinole, asked if any developers have complied with building housing to address the RHNA allocation, suggested Doctors Hospital should be designated for housing, asked if the proposed drive-thru was for a fast food establishment.

Sara Mae Parker, resident of Pinole, expressed concern as to why applicant has not addressed why housing was not feasible and stated that she does not support a gas station on the site.

At 7:50 p.m., Mayor Murray requested direction from the City Council/Planning Commission on the direction sought by Staff. Councilmembers expressed support for removing the housing overlay as well as requiring housing. Planning Commissioners expressed concerns on traffic circulation related to the proposed gas station and lack of rooftop screening of equipment.

ACTION: The City Council directed staff to move forward with a General Plan (GP) and Specific Plan amendment (SP) to remove the Housing Overlay on the site, seek alternate sites to place housing, and have applicant pay for the cost of the GP & SP Amendments.

At 8:24 pm the Mayor requested a 5 minute recess. The Council/Planning Commission reconvened the meeting at 8:34 pm.

B. San Pablo Avenue Mini-Storage (2 sites) [Action: Presentation - Provide Direction (Rhodes)]

Planning Manager Winston Rhodes presented the report citing the proposed development of two mini storage facilities and sought direction from the City Council on whether the projects are consistent with the General Plan and Specific Plan goals. Planning Manager also requested input from the Planning Commission on design.

Beau Reinberg, owner, Bruce Jordon, Architect, spoke to their proposed project at 890 San Pablo Avenue. Followed by Nolan Borden, applicant for the project located at 760 San Pablo Avenue.

The following speaker addressed the City Council/Planning Commission.

Sara Roberts, resident of Pinole, supported the development proposed at 760 San Pablo Avenue.

Maureen Toms, resident of Pinole, shared her observation on the two projects expressing concerns regarding size of building, loss of view by existing residents, and limited job and tax from these projects.

Ivette Rico, resident of Pinole, raised concerns over projects lack of jobs and tax and suggested denial of projects.

At 10:00 p.m., Mayor Murray requested direction from the City Council/Planning Commission on the direction sought by Staff. Councilmember Salimi and Mayor Murray stated that the project was not consistent with the General Plan and/or Specific Plan. Councilmember Tave and Mayor Pro Tem Swearingen supported the project proposed at 760 San Pablo but would like to see it as a two story project. There was no consensus to approve or deny the projects.

Planning Commissioners expressed concerns regarding the height of the project, footprint on the property and need for more landscaping.

5. **ADJOURNMENT** of the **City Council** to the Regular Council Meeting of February 5, 2019 and in Remembrance of the Amber Swartz.

At 10:18 p.m., Mayor Murray adjourned to the Regular City Council meeting of February 5, 2018, in Remembrance of Amber Swartz.

Submitted by:



Hector De La Rosa, Deputy City Clerk

Approved by City Council: February 19, 2019

FL18-0011
DR18-13
2nd cycle

RECEIVED

ATTACHMENT H

CITY OF PINOLE
DEVELOPMENT SERVICES DEPT. /
PUBLIC WORKS

ExtraSpaceStorage. _____ _____ _____ <i>Professionally managed by:</i> EXTRA SPACE MANAGEMENT, INC. 2795 E. Cottonwood Pkwy, Suite 400 Salt Lake City, UT 84121 (888) STORAGE		Rental Agreement Date: _____ Account ID: _____ Space Number: _____ Approximate Size: _____ Monthly Rental Charge: _____ Monthly Due Date: _____ Paid Through Date: _____ Monthly Billing Election: _____		
<u>CUSTOMER</u> Name _____ Address _____ City, State ZIP _____ Cell Phone _____ Alternate Phone _____ Identification _____ Date of Birth _____ E-mail _____		<u>ALTERNATE CONTACT</u> Name _____ Address _____ City, State ZIP _____ Cell Phone _____ Alternate Phone _____ Authorized for Access? _____ If alternate information is refused, Customer must sign here. ☒ _____		
Others Authorized for Access (other than Customer): _____ * Operator, in its sole discretion, may provide any individual(s) authorized for access in this Agreement with gate code, unit no., account information, and assist with lock cutting				
Addendums	Is there a lien on any of the items to be stored? If yes, Lien Addendum is required. Yes _____ No _____	Is a vehicle that requires state registration being stored? If yes, Vehicle Addendum is required. Yes _____ No _____	Is Customer or Customer's spouse a service member in the military? If yes, Military Addendum is required. Yes _____ No _____	Is Customer a business? If yes, Business Addendum is required. Yes _____ No _____
General Description of Property Stored: _____ Declared Value of Property Stored: _____				
Customer acknowledges that the information provided above is accurate and current. ☒ _____				

THIS RENTAL AGREEMENT ("Agreement") is executed on the date stated above by and between EXTRA SPACE MANAGEMENT, INC., as agent for the Facility's owner ("Operator") and the individual or business listed above ("Customer") for the purpose of renting the space listed above (the "Space") which is part of a larger facility (the "Facility"). **CUSTOMER HAS EXAMINED THE SPACE AND FACILITY AND ACCEPTS THEM "AS IS."** Customer acknowledges and agrees the measurements noted for the Facility and the spaces located thereon are an approximation only, that Space size is estimated per Building Office Management Association standards and does not refer to usable space, that the size of the Facility and any referenced sizes are approximate, given for illustration only and may vary materially. Operator does not represent or guarantee the safety of the Facility or the personal property stored by Customer. **THE RULES AND REGULATIONS POSTED AT THE FACILITY, IF ANY, ARE BY REFERENCE MADE PART OF THIS AGREEMENT**, which rules and regulations may be modified by Operator to assist with the operation, safety, and cleanliness of the Facility. The Facility is operated in accordance with state and local laws governing self-storage facilities in the state where the Facility is located, which are herein incorporated by reference.

TERM, MONTHLY RENTAL AMOUNTS AND OTHER CHARGES

- 1) The term of this Agreement begins on the Rental Agreement Date listed above and shall continue on a **MONTH-TO-MONTH** basis until terminated.
- 2) The first Monthly Rental Charge and a one-time, non-refundable, administration fee shall be paid on the Rental Agreement Date listed above. Thereafter, the Monthly Rental Charge shall be due on the same day every month (the "**Monthly Due Date**"). The period between consecutive Monthly Due Dates is referred to as the "**Rental Month**". The last day of the Rental Month for which all Monthly Rental Charges have been paid is the "**Paid Through Date**." Customer shall pay Operator at the Facility's rental office, the Monthly Rental Charge, taxes and insurance in advance, without prior notice or billing from Operator. **NO MONTHLY BILLS OR STATEMENTS WILL BE SENT TO CUSTOMER UNLESS ELECTED ABOVE.** If Customer elects to receive monthly billing, a monthly service charge of \$1.00 shall be added to Customer's account.

- 3) If Customer does not pay the Monthly Rental Charge by the 10th day following Customer's Paid Through Date, Customer shall pay a late fee of \$10.00 for Monthly Rental Charges \$60.00 or less, \$15.00 for Monthly Rental Charges between \$60.01 and \$100.00, or the greater of \$20.00 or 15% of Monthly Rental Charges over \$100.00. Operator may charge a late fee for each month Customer fails to pay the Monthly Rental Charge by the 10th day following the Paid Through Date. Late Fees will be assessed on or after the 11th day following Customer's current Paid Through Date. Any late fees incurred by Customer are a service charge and not a penalty. Partial payments will not be accepted, however, if a partial payment is accepted it will be at the sole discretion of Operator and if accepted will first be applied to fees and service charges, then to Monthly Rental Charges, taxes and insurance (if applicable and Customer wants to keep the insurance). If at the close of business on the 30th day following the Customer's current Paid Through Date, the Monthly Rental Charge or other charges still remain past due, a pre-foreclosure fee of \$85.00 will be assessed and Customer must pay such past due amounts by cash, credit card, or by certified funds. No personal/company checks will be accepted for past-due payments. It is agreed to and understood that partial payments made to cure a default for nonpayment of rent will not delay or stop foreclosure and sale of Customer's property. The tender of partial payments, if accepted, shall not serve to waive or avoid the legal effect of prior notices given to Customer. Only full payment on Customer's account prior to the published auction date will stop a scheduled sale of the property.
- 4) Credit card is Operator's preferred method of receiving payment. If credit card information is provided by Customer to Operator, Customer authorizes Operator to charge Customer's credit card on or near the Monthly Due Date for Monthly Rental Charges, taxes, insurance, and other fees as applicable unless otherwise directed by Customer. It shall be Customer's sole responsibility to provide Operator with accurate, current and working credit card information. The failure to provide such may result in non-payment of Monthly Rental Charges and other accrued charges, allowing Operator to sell Customer's personal property pursuant to Section 20 below. It shall be Customer's sole responsibility to verify that payments are made and by what method payments are made. Customer may manage payment options at www.extraspace.com using the account management tool or in person at the Facility's office.
Customer Initials _____
- 5) Any checks returned for insufficient funds will result in a \$25.00 service charge to Customer, and the returned check amount and service charge must be re-paid by cash, credit card, or money order. Customer shall not be permitted to pay with a check after two checks have been returned for insufficient funds.

ACCESS

- 6) Customer shall have access to the Space and the Facility only during such hours and days as are regularly posted at the Facility, which are subject to change by Operator. If Monthly Rental Charges have not been timely received, Operator may invalidate Customer's gate code after the fifth day of the month. This shall serve as notification that rent is due and not paid according to Operator's records. Notwithstanding, Customer shall have a right to access to Customer's property or to occupancy of Customer's Space until the time set forth in the Preliminary Lien Notice sent to Customer has expired, and such access will be permitted upon Customer's request during regular office hours. If Customer is renting more than one Space at any given time, default on one rented Space shall constitute default on all rented Spaces, entitling Operator to deny access to Customer on all rented Spaces.
- 7) Customer shall provide one lock for the rental Space sufficient to secure Customer's personal property. Customer shall not provide Operator or Operator's agents, authorized representatives and employees (collectively "Operator's Agents") with a key to Customer's lock.
- 8) Customer grants Operator and Operator's Agents or any governmental authority access to the Space: a) upon three (3) days prior written notice, b) upon default of the Agreement by Customer for thirty (30) days, c) in emergency circumstances (defined as imminent injury to persons or property), or d) as required by law. If Customer fails to grant access, Operator, Operator's Agents or the agents of any governmental authority shall have the right to remove Customer's lock and enter the Space to examine the contents, to make repairs or alterations, to take reasonable steps to preserve the Space, to comply with the law, or to enforce Operator's rights; including the right to relocate Customer's belongings if necessary.
- 9) Customer shall safeguard any property stored at the Facility. It is Customer's sole responsibility as to those persons who are given access to Customer's Space and Operator shall not be liable for anyone other than Customer entering the Space unless by Operator's gross negligence.

LIMITATIONS ON USE OF THE SPACE AND FACILITY

- 10) Customer shall not make or allow any alterations to the Space. Customer agrees that the Space and Facility shall be used solely for the storage of personal property. Customer shall not loiter about the Facility, spend excessive or unnecessary time in or around the Space or interfere with the use of the Facility by other customers of Operator. Customer shall not use the Space for any unlawful purpose and expressly agrees not to use the Space for human or animal habitation. Customer shall not store in the Space or at the Facility anything to which any other person or business has right, title, or interest. Customer represents and warrants that there are NO LIENS OTHER THAN OPERATOR'S LIEN UPON THE PROPERTY STORED. A Lienholders Addendum to this Agreement must be completed if there are any lienholders on any stored property and for each stored vehicle, absent which such vehicle will be deemed unauthorized and be subject to removal from the Space and Facility. The storage of food and any perishable goods is strictly prohibited. The use of electricity in the Space is strictly prohibited unless agreed upon in writing by Operator. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT CUSTOMER SHALL NOT STORE OR USE IN THE SPACE OR AT THE FACILITY ANY HAZARDOUS OR TOXIC MATERIALS OR ANY INHERENTLY DANGEROUS OR FLAMMABLE SUBSTANCE.**
- 11) Customer agrees that the Space is not appropriate for the storage of jewels, furs, heirlooms, art works, collectibles or other irreplaceable items having special sentimental or emotional value to Customer and Customer agrees not to store said items. Customer hereby waives any claim for sentimental or emotional value for Customer's property that is stored in the Space or at the Facility.
- 12) If the Space is so equipped, Customer is prohibited from storing any items within 18" of the clearance to the fire sprinkler head diffuser for life safety reasons. Customer acknowledges that any items stored within 18" of the clearance of the fire sprinkler head diffuser may be removed by Operator and placed in a separate space without notice to Customer, all at Customer's expense.

LIMITATION OF OPERATOR'S LIABILITY AND INDEMNITY

- 13) **OPERATOR IS NOT A WAREHOUSEMAN ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE, AND NO BAILMENT IS CREATED BY THIS AGREEMENT. OPERATOR EXERCISES NEITHER CARE, CUSTODY, NOR CONTROL OVER CUSTOMER'S STORED PROPERTY AND ALL PROPERTY STORED WITHIN THE SPACE OR AT THE FACILITY BY CUSTOMER SHALL BE STORED AT CUSTOMER'S SOLE RISK.**
- 14) Operator and Operator's Agents shall not be liable to Customer for any damage or loss to any person or property at the Facility and to any property stored in the Space, arising from any cause whatsoever, including, but not limited to, theft, fire, mysterious disappearance, mold, mildew, water, rain, rodents, insects, acts of God, partial or sole negligence or failure to act of Operator or Operator's Agents, except for damage or loss resulting from Operator's fraud, gross negligence or willful violation of law. Customer shall indemnify and hold Operator and Operator's Agents harmless from any and all damage, loss, or expense arising out of or in connection with any damage to any person or property, occurring in the Space or at the Facility arising in any way out of Customer's use of the Facility, even if such damage or loss is caused entirely or in part by the negligence of Operator or Operator's Agents. Operator and Operator's agents and employees shall not be liable whatsoever to any extent to Customer or

Customer's invitees, family, employees, agents or servants for any personal injury or death arising from Customer's use of the Space or Facility from any cause whatsoever including, but not limited to, the active or passive acts, omissions or negligence of Operator or Operator's Agents.

- 15) Climate controlled spaces are heated and cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Operator does not warrant or guarantee temperature or humidity ranges in the Space due to changes in outside temperature and humidity, or due to other considerations, and Customer understands and assumes the risk of climate controlled spaces not meeting certain temperature and humidity requirements.
- 16) **Customer agrees that the total value of the property stored shall not exceed \$5,000 unless Operator has agreed in writing for Customer to store property exceeding \$5,000; provided that Customer agrees that Operator's maximum liability to Customer for any claim or suit by Customer, including but not limited to any suit alleging wrongful foreclosure or sale of Customer's property is \$5,000. This section shall not create any liability on the part of Operator to Customer for any loss or damage to Customer's property, regardless of cause.**
- 17) No promises or representations of safety or security have been made to Customer by Operator or Operator's Agents. There shall be no liability to Operator, Operator's employees or agents in the event alarm, video system or sprinkler system, or any components thereof, shall fail or malfunction. **Video recording devices are not monitored.**
- 18) Operator's Agents are not authorized or permitted to make any warranties about the Space or the Facility. Operator's Agents' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by Customer. The entire agreement and understanding of the parties hereto are embodied in this writing and NO OTHER WARRANTIES are given.

INSURANCE

- 19) **Customer shall maintain comprehensive insurance coverage of at least 100% of the actual cash value of all personal property stored in the Space against damage by water, fire, extended coverage perils, vandalism and burglary. To the extent Customer does not maintain insurance for the full value of the personal property stored, or fails to maintain insurance at all, Customer bears all risk of loss or damage. Customer hereby releases Operator and Operator's Agents from any and all claims for damage or loss to personal property that are caused by or result from perils that are, or would be, covered under the required insurance policy and hereby waives any and all rights of recovery against Operator and Operator's Agents in connection with any damage which is or would be covered by any such insurance policy. CUSTOMER'S PERSONAL PROPERTY STORED IN THE SPACE OR AT THE FACILITY IS NOT INSURED BY OPERATOR AGAINST LOSS OR DAMAGE.**

OPERATOR'S LIEN AND RIGHT TO ENFORCE UPON NONPAYMENT

- 20) **CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S PERSONAL PROPERTY STORED AT THE FACILITY WILL BE SUBJECT TO A CLAIM OF LIEN IN FAVOR OF OPERATOR FROM THE DATE THE MONTHLY RENTAL CHARGE AND OTHER CHARGES ARE DUE AND UNPAID FOR MORE THAN 14 DAYS, AND FOR EXPENSES REASONABLY INCURRED IN THE SALE OR DISPOSITION OF CUSTOMER'S STORED PERSONAL PROPERTY, IN ACCORDANCE WITH BUSINESS AND PROFESSIONS CODE SECTION 21700, ET SEQ. OPERATOR MAY SELL CUSTOMER'S PERSONAL PROPERTY IN A COMMERCIALLY REASONABLE MANNER AFTER GIVING CUSTOMER REASONABLE NOTICE, IN ORDER TO SATISFY SUCH LIEN, IN ACCORDANCE WITH BUSINESS AND PROFESSIONS CODE SECTION 21700, ET SEQ. CUSTOMER AGREES THAT ANY SPACE ADVERTISED AND SOLD USING AN ONLINE AUCTION PROVIDER IS DEEMED TO BE SOLD IN A COMMERCIALLY REASONABLE MANNER.** Operator may enforce Operator's Lien by selling Customer's stored personal property at public sale, in accordance with the provisions of applicable law, and apply the net proceeds from such sale to the payment of all sums due to Operator. This remedy is cumulative with and in addition to every other remedy given hereunder or hereafter existing at law or in equity. It is further understood that the date of sale of Customer's property pursuant to this section, if applicable, shall constitute the date of termination of this Agreement. In the event of a foreclosure of Customer's interest in the Space, it is understood and agreed that the liability of Customer for the rents, charges, costs and expenses provided for in this Agreement shall not be relinquished, diminished or extinguished prior to payment in full. Operator may use a collection agency to secure any remaining balance owed by Customer after the application of sale proceeds, if any. If any property remains unsold after foreclosure and sale, Operator may dispose of said property in any manner considered appropriate by Operator in its sole discretion.
- 21) Any time prior to lien sale, any person claiming a right to Customer's lien property may stop the sale by **paying in full in the form of CASH ONLY** all amounts owed. Upon release of such property to the payor, Operator shall have no further liability to any person for the lien property.
- 22) In addition to any other requirements of applicable law, Operator may post information relating to any public or private sale resulting from Operator's enforcement of its lien at the following website: <http://auctions.extraspace.com>.
- 23) If Customer is at least 60 days delinquent and Customer's stored property is a vehicle, watercraft or trailer, in lieu of sale pursuant to Section 20 above, Operator may tow or cause to be towed from the Facility, such vehicle, watercraft or trailer. Operator is not responsible for damage or loss once tow or takes possession, in accordance with business and professions code section 21700 et seq.

EVENT OF DEFAULT

- 24) If Customer shall fail or refuse to perform any of the covenants, conditions or terms of this Agreement, or in the event Customer files a voluntary petition in Bankruptcy or suffers a petition in involuntary bankruptcy to be filed against him/her, Customer shall be deemed in default in the performance of this Agreement, except as limited by law. Nothing contained in this Agreement shall be construed as limiting Operator's rights and remedies as provided under the laws of the state where the Facility is located. In the event of a default, and without prejudice to any other remedies, Operator may (a) terminate this Agreement, or (b) seize and sell the personal property pursuant to Section 20 above.

TERMINATION OF THE AGREEMENT AND VACATING THE SPACE

- 25) Customer must provide Operator ten (10) days notice prior to vacating the Space and terminating this Agreement. Operator shall not be required under any circumstance to refund Customer's first month's rent or other charges paid at the time of execution of this Agreement. In addition, Operator shall not be required to prorate Monthly Rental Charges if Customer gives notice of termination to Operator and the termination date occurs during a Rental Month for which Customer already paid the Monthly Rental Charge. However, if Customer's notice of termination includes a date of termination that is to occur during a future Rental Month, Operator shall prorate the Monthly Rental Charge for the Rental Month wherein termination occurs. Furthermore, Customer shall be entitled to a refund of any prepaid Rental Month Charges so long as Customer has not occupied the Space for any portion of the prepaid Rental Month at the time of termination. Customer agrees to the refund policy outlined above. Customer Initials _____
- 26) If Customer is in default under this Agreement, or for any other reason, Operator may terminate this Agreement by giving Customer fifteen (15) days written notice.
- 27) If Customer or Operator terminates this Agreement as provided above, Customer agrees to move out and completely vacate the Space on or prior to the anticipated termination date. Customer shall leave the Space in the same condition as delivered to Customer. Any property left behind will be

considered abandoned property and Operator may dispose of such in a manner that Operator sees fit. If Operator is forced to dispose of any abandoned property or forced to clean the Space, Operator may charge Customer a reasonable cleaning fee, which shall be an amount no less than \$50.00. Upon Customer's notice of termination, Operator may consider this Agreement terminated and may relet the Space anytime after the notification date provided. Customer shall be deemed to have conclusively abandoned all property which remains in the Space or on the Facility after the termination of this Agreement, upon default of this Agreement for thirty (30) days, or when Operator concludes based upon other reasonable considerations, including, but not limited to an unlocked Space, that Customer has abandoned Customer's property and the Space.

AMENDING THE AGREEMENT

- 28) All terms in this Agreement are **SUBJECT TO CHANGE** upon thirty (30) days written notice to Customer, including but not limited to, and without limitation, Monthly Rental Charges, late fees and other charges. Upon receiving notice of Operator's pending change(s) to this Agreement, Customer may terminate this Agreement on or before the effective date of such change by giving Operator written notice within ten (10) days of the change taking effect. If Customer does not give such notice of termination, the change shall become effective on the date stated in Operator's notice and shall thereafter apply to the occupancy hereunder, whether or not Customer has agreed to the change in writing.

NOTICE

- 29) Customer shall notify Operator of any change in Customer's address or phone number within ten (10) days of the change. Such notifications shall be (a) by certified mail, return receipt requested, postage prepaid, (b) delivered in person at the Facility's rental office (c) sent from customer via electronic mail so long as the change of address request originates from the e-mail address Operator has on file for Customer, including the e-mail address provided in this Agreement if applicable, or (d) made at www.extraspace.com via online account management. Failure by Customer to notify Operator shall constitute a waiver by Customer of any defense based on failure to receive any notice.
- 30) Customer recognizes it is entering into a business relationship with Operator and to the fullest extent permitted by law, expressly consents to Operator contacting Customer via phone, e-mail or text messaging for purposes relevant to Customer's account or services related to Operator's business. Customer should review Customer's phone/text plan with its servicer to see if text message fees or data service rates apply and Customer agrees to accept such charges if applicable. Except as otherwise required by law, or as otherwise provided for in this Agreement, written notices or demands may be personally served by electronic mail to the electronic mail address provided by Customer in this Agreement (or updated electronic e-mail address per separate notification as applicable) or by pre-paid first class U.S. Mail to the last known address of the party to be served, as contained in this Agreement. Such notice or demand shall be complete at on the date sent to Customer's e-mail address listed on this Agreement (or updated e-mail address per separate notification as applicable), if personally delivered (including e-mail), or on the date of pre-paid, properly addressed deposit with the U.S. Postal Service.

MISCELLANEOUS

- 31) **Agreement to Arbitrate:** By initialing below, Customer agrees that, pursuant to the Arbitration Provision on the Addendum to Agreement, either Customer or Operator may elect to resolve any dispute by neutral, binding arbitration, on an individual basis only, and not by a court action, subject to the exceptions and terms set forth in the Arbitration Provision. Please refer to the Arbitration Provision for additional information concerning the agreement to arbitrate. Customer acknowledges that he/she had the option of entering into an Agreement without an Arbitration Provision, but voluntarily chose to enter into an Agreement with an Arbitration Provision.

_____ Customer agrees to the Arbitration Provision
 _____ Customer refuses the Arbitration Provision

Customer Initials _____

- 32) Customer shall not assign, sublease or jointly occupy the Space or any portion thereof without in each instance obtaining the prior written consent of Operator.
- 33) All of the provisions of this Agreement shall be binding upon the heirs, executors, administrators, representatives, successors and assignees of the parties hereto.
- 34) Operator and Customer hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, at law or in equity brought by either Operator against Customer or Customer against Operator arising out of or in any way connected with this Agreement, Customer's use or occupancy of the Space and the Facility or any claim of bodily injury or property damage, or the enforcement of any remedy under any law, ordinance, statute or regulation. Operator and Customer agree that no arbitration, small claims court proceeding or any other action or proceeding shall be brought against Operator or Customer more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory.
- 35) If Customer is not an individual, the undersigned warrants that he or she is an authorized agent of Customer.
- 36) If Customer or Customer's spouse is in the military service, Customer must fill out the Addendum to this Agreement regarding military. If Customer's military status (or Customer's spouse's military status) changes during the term of this Agreement, Customer must provide written notice to Operator. Operator will rely on this information to determine the applicability of the Servicemembers Civil Relief Act.
- 37) This Agreement contains the entire agreement of the parties and no representation or agreements, oral, or otherwise, between Operator and Customer not embodied herein shall be of any force or effect (except for written addenda agreed to between the parties).

Operator and Customer hereby execute this Agreement to be effective on the Rental Agreement Date listed above.

 OPERATOR

 CUSTOMER

CUSTOMER PROTECTION PLAN THE SMART WAY TO INSURE VALUABLES

Ensure your peace of mind. Insure your valuables.

When it comes to your belongings, some things are out of your control—like hail, fire, windstorms and vandalism. Homeowner's or renter's insurance policies may provide insurance coverage for property in a storage space, but it might not be enough. With the Customer Protection Plan, you'll have the insurance you need to store your valuables with confidence and peace of mind.

Easy and affordable.

The Customer Protection Plan* features affordable low rates and no deductible. It is a primary pay policy, meaning it could work together with a homeowner's policy that might have a high deductible for homeowner's or renter's insurance. If loss or damage occurs, these features make replacement and repair less of a financial burden. When the time comes to make a claim, you'll have the help of a customer service professional.

To cover your property in the event of moving mishaps, the Customer Protection Plan also includes In-Transit Protection. If you have questions about which items are covered, consult your policy certificate of insurance for details.

Important information for our customers.

Your self-storage facility is not responsible for any damage or loss to the property you store. All renters are required by the rental agreement to insure property stored at this facility. Contact your insurance agent to find out if your property stored at this location could have duplicate coverage under an existing policy. The insurance company may reinsure a substantial part of your insurance coverage with an affiliate of Extra Space Storage, which could then benefit from your purchase of this insurance. To review a Customer Protection Plan, call Beecher Carlson Insurance Services LLC at 1-800-423-6071 or email at ESSCPP@beechercarlson.com

Comprehensive water damage protection.

Almost all standard homeowner's, renter's and tenant insurance policies do not cover pest and water that rises from the ground, like that from a flood or major thunderstorm, water main breaks or spills from an adjacent unit. Flood Protection is included with each standard policy. Coverage for rodent, insect, or vermin is also included up to policy limits (some exclusions apply).

California earthquake coverage.

You can purchase earthquake coverage with NO DEDUCTIBLE for items stored at Extra Space Storage®. See the earthquake Add-On rates below.

If you desire this protection speak to your Site Manager about adding coverage. For questions about coverage, call Beecher Carlson Insurance Services LLC at 1-800-423-6071 or email at ESSCPP@beechercarlson.com

* Underwritten by companies of IAT Insurance Group

**Earthquake Add-On coverage cannot be purchased without the standard policy. Add-On limits expand the coverage up to the standard policy limits, but are not in addition to the standard policy limits.

***Monthly premium includes premium taxes



ATTACHMENT I

July 26, 2018

Beau Reinberg
3159 Fee Fee Road Ste 221
Bridgeton, MO 63044
beaureinberg@dss-bcm.com

Re: Arborist Report for 890 San Pablo Ave, Pinole

Dear Beau,

This arborist report addresses the proposed project at 890 San Pablo Avenue, APN 402-240-014. Per the City of Pinole's Tree Removal Ordinance Chapter 17.96, the scope of work includes:

- Tag, identify and measure protected trees with a diameter of 6" or greater on or overhanging the property.
- Note trees that are considered "Protected" per city ordinance (17.98), defined as:
 - Trees with a single perennial stem of 12" or larger in circumference (4" in diameter) measured at 4.5' above grade, of the following species: Coast live oak, Madrone, Buckeye, Black Walnut, Redwood, Big Leafed Maple, Redbud, California bay, Toyon.
 - Any other tree with a single stem greater than 56" or larger in circumference (18" in diameter); nut and fruit trees, palms, and eucalyptus are not protected.
- Identify dripline locations and tree numbers on site plan.
- Assess individual tree health and structural condition.
- Assess proposed improvements for potential encroachment.
- Based on proposed encroachment, tree health, structure, and species susceptibility, make recommendations for preservation.

Assumptions & Limitations

This report is based on my site visit on 7/10/18, and preliminary grading & drainage plan provided by Kister, Savio & Rei, Inc. dated 7/11/18. It was assumed that the proposed improvements and trees were accurately surveyed. One protected tree (#492) was not surveyed, so I approximately located it on the tree protection plan.

The health and structure of the trees were assessed visually from ground level. No drilling, root excavation, or aerial inspections were performed. Internal or non-detectable defects may exist and could lead to part or whole tree failures. Due to the dynamic nature of trees and their environment, it is not possible for arborists to guarantee that trees will not fail in the future.



Project Discussion

The property is a commercial site currently developed with several structures. It appears to have been unused for some time, with vegetation growing through cracks in existing pavement. A new storage facility is proposed for the site, consisting of two new buildings, a driveway with parking, and a bioswale at the west side of the property (south of an existing channel).

All trees on the developed portion of the site are non-native trees, including citrus, blackwood acacia, plum, poplar, and hackberry. Additional poplars and a willow are growing near the drainage channel at the northwest corner, while a dense eucalyptus grove covers the entire north hillside. Per the Pinole Municipal Code, only four trees fall under the protected tree definition, and all four will need to be removed.

A protected hackberry (#489) and two Lombardy poplars (#490, 491) are located in or within 1' of a proposed building and driveway, respectively. Proposed driveway and curb construction presents a high encroachment on the poplars, since it would require removal of all roots west of the trunks. Lombardy poplars are also fast-growing, poorly-structured trees prone to disease and branch failure, rendering them undesirable for preservation during development. The three trees will need to be removed for construction.

The fourth protected tree is a willow in the existing drainage swale at the northwest corner of the property. The tree has multiple trunks, some of which have failed or died, and others are low-growing or horizontal. The trunk growing to the south will likely need to be topped to provide clearance for construction, which may lead to more sprouting and poorly structured stems. Although the tree is growing in an appropriate environment, its benefits to the property are limited due to its current condition. I recommend removing and replacing the willow with new trees that will thrive in riparian habitat.

Although eucalyptuses are not protected trees, they comprise the majority of the tree count and canopy cover of the property. The north hillside supports a large grove, in which many trees have poorly tapered trunks or multiple co-dominant stems at the base. Eucalyptuses in general are prone to limb failure, while the high oil content of their leaves and bark increases fire hazard. Dense eucalyptus forests often exclude other species, especially native plants. For these reasons, I recommend removing all the eucalyptuses on the property. The stumps shall also be poisoned, ground out, or otherwise removed to minimize resprouting (as some of them already have).

At the time of this writing, grading details for the hillside were not yet available. I recommend maintaining up to 20' radius of clearance from two off-site eucalyptuses near the north property line, to minimize removal of large diameter roots that may reduce the trees' overall stability.

It is my opinion that all four protected trees will need to be removed, as well as 42 non-protected eucalyptuses on the north hillside, and approximately 13 non-protected poplars along the west property line. Additional smaller-diameter eucalyptuses or poplars may not have been surveyed, but they should also be removed.

Recommendations

- Remove all trees on the property (four are protected). Stumps shall be ground down, excavated, or poisoned to reduce likelihood of resprouting.
- Obtain approval to remove two non-protected trees on the property to the west, located within 1' of proposed grading.
- Maintain native grade within 18'-20' of the trunks of two large off-site eucalyptuses along the north property line (see tree protection plan).

Thank you for the opportunity to provide this report, and please do not hesitate to contact me if there are any questions or concerns.

Sincerely,



Jennifer Tso
Certified Arborist #WE-10270A
Tree Risk Assessor Qualified

Tree Inventory & Assessment Table

#s: Each tree was given a numerical tag from 489-492. Their locations are given in the tree protection plan.

DBH (Diameter at Breast Height): Trunk diameters in inches were calculated from the circumference measured at 4.5' above average grade.

Health & Structural Condition Rating

Dead: Dead or declining past chance of recovery.

Poor (P): Stunted or declining canopy, poor foliar color, possible disease or insect issues. Severe structural defects that may or may not be correctable. Usually not a reliable specimen for preservation.

Fair (F): Fair to moderate vigor. Minor structural defects that can be corrected. More susceptible to construction impacts than a tree in good condition.

Good (G): Good vigor and color, with no obvious problems or defects. Generally more resilient to impacts.

Age

Young (Y): Within the first 20% of expected life span. High resiliency to encroachment.

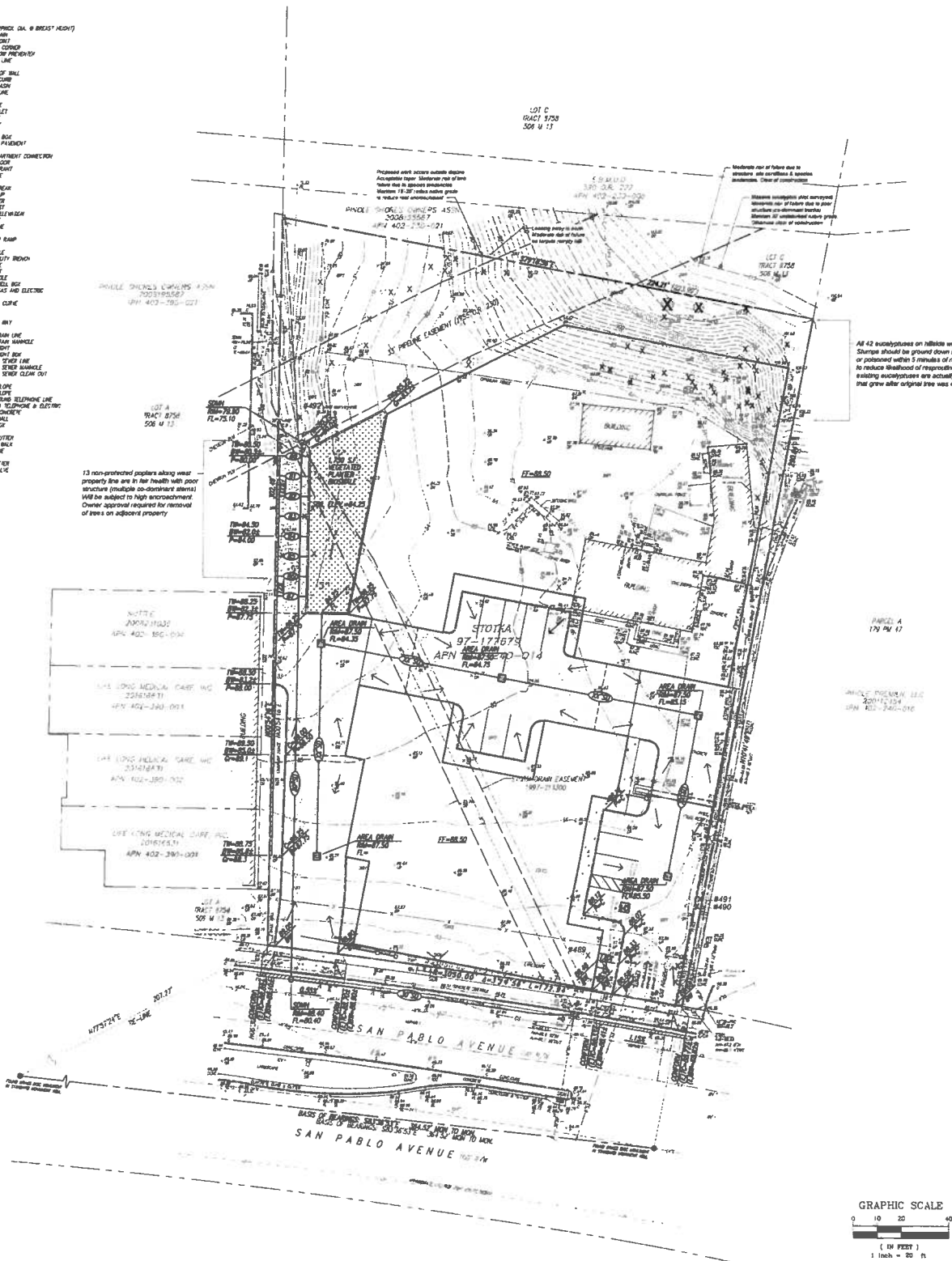
Mature (M): Between 20% - 80% of expected life span. Moderate resiliency to encroachment.

Overmature (OM): In >80% of expected life span. Low resiliency to encroachment.

DE: Dripline Encroachment (X indicates encroachment)

CI: Anticipated Construction Impact (L = Low, M = Moderate, H = High)

#	Species	DBH	Health	Structure	Dripline				Age	DE	CI	Comments	Action
					N	E	S	W					
489	Hackberry (<i>Celtis</i> sp.)	18	G-F	F	20	20	20	20	M	X	H	Co-dominant stems at 3' with included bark. Decay in the junction between the stems. Minor interior deadwood. Unusual root on east side of tree. In proposed building.	Remove.
490	Lombardy poplar (<i>Populus nigra</i> 'Italica')	18, 10, 18, 6, 6, 4	F	P	8	8	0	8	M	X	H	DBH estimated due to density of branching. Multiple trunks (DBH of small stems omitted, likely old sprouts). Canopy slightly sparse. Declining large stem in upper canopy, over adjacent property. Within 1' of proposed driveway.	Remove.
491	Lombardy poplar	16, 16, 10, 6	G-F	P	0	8	8	8	M	X	H	DBH estimated due to density of branching. Deforming property line fence. Within 1' of proposed driveway.	Remove.
492	Willow (<i>Salix</i> sp.)	7, 11, 10, 10	P	VP	20	20	20	20	M	X	M-H	Not surveyed, on creek bank. Encompasses entire cluster of fallen stems - multiple stems dead or declining. 8' from proposed manhole, 13' from proposed bioswale. Poor specimen for preservation.	Remove.



(drawn on grading/drainage plan)

GENERAL NOTES

THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GRADE STRUCTURES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM SHOWING SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

2. CONDUITS/CABLES AND OTHERS PERFORMING WORKS SHALL VERIFY THE EXACT LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES.

3. CONTOUR INTERVAL = "1"

4. BASIS OF BEARINGS: THE BEARING 33°36'53"E BETWEEN TWO FOUND MONUMENTS ON SAN PABLO AVENUE AS SHOWN ON THE RECORD OF SURVEY, FILED JULY 2, 1946 BOOK 102 OF L.S.W. AT PAGE 49, CONFORMS TO COUNTY RECORDS.

5. BENCHMARK: AT POINT OF MONUMENT LOCATION 10' SOUTH OF THE SAN PABLO AVENUE CENTERLINE AND 530.6' WEST OF THE INTERSECTION OF SAN PABLO AVENUE AND WEDGEWOOD AVENUE. MONUMENT PIN ELEVATION = 92.29'

6. THE FOLLOWING EASEMENTS AFFECT THE PARCELS SHOWN HEREON: 33 D 34, 80 D 333, 114 D 198, 164 D 315, AND 859 D 418. THE EXACT LOCATION AND WIDTH IS NOT DETAYED IN THE DOCUMENTS AND ARE NOT SPOTTED HEREON.

7. FLOWLINE HEADS AND IRRIGATION LINES ARE NOT SHOWN HEREON.

[illegible]



08/13/2019

Extra Space Storage at 890 San Pablo Ave, Pinole Ca.

Crocketts Premier Auto Body and its owners are happy to see a development project taking place at 890 San Pablo Ave. We have been in contact with the developer Beau for over a year and have built a nice rapport while discussing the project and all it entails. We are in support of this project and believe it will be beneficial for many businesses in the area.

One issue that we have spoken to Beau about is the dust mitigation plan that will need to be in place and strictly adhered to, so Crocketts Premier Auto Body is not faced with a hardship from the construction efforts. Dust is a major problem for our business and if there is dust in the air our paint booth air inlet filters will be compromised. Replacement of paint booth air filters on a more frequent basis is not a solution to a dust issue because the dust particles we are talking about are so small they will pass the filters and cause imperfections in the paint work on vehicles. Not only are these types of filters expensive, our customers cannot receive an inferior quality product because of the dust. A typical dollar amount to repaint vehicles with dust issues can be in excess of thousands of dollars per vehicle. I believe a dust mitigation plan needs to be in place with beyond normal watering plans to mitigate dust for this project to be best for all the businesses in the vicinity.

Thank you for your time and I look forward to the Planning commission meeting.

Best regards,

Thomas Welsh

CFO/Owner

Crocketts Premier Auto Body

(510) 741-9001

RECEIVED

CITY OF PINOLE
DEVELOPMENT SERVICES DEPT. /
PUBLIC WORKS

DRAFT**MINUTES OF THE REGULAR
PINOLE PLANNING COMMISSION****August 26, 2019****A. CALL TO ORDER: 7:03 P.M.****B. PLEDGE OF ALLEGIANCE AND ROLL CALL**

Commissioners Present: Flashman, Kurrent, Moriarty, Murphy, Ojeda, Wong,
Chair Brooks

Commissioners Absent: None

Staff Present: Tamara Miller, Development Services Director/City
Engineer
Justin Shiu, Contract Planner

C. CITIZENS TO BE HEARD

There were no citizens to be heard.

D. CONSENT CALENDAR

There were no items on the Consent Calendar.

E. PUBLIC HEARINGS:**1. Design Review 18-13, Conditional Use Permit 18-13, and Tree Removal
Permit 19-03: Extra Space Storage**

Request: Consideration of a design review, use permit, and tree
removal permit request to construct a 2-story office/mini-
storage building and a 3-story mini-storage building
totaling approximately 75,953 square feet on a 1.34 acre
lot; and the Initial Study/Mitigated Negative Declaration
prepared for the proposed development, pursuant to the
California Environmental Quality Act (CEQA).

Applicant: Beau Reinberg

Location: 890 San Pablo Avenue (APN: 402-240-014)

Project Planner: Justin Shiu

Contract Planner Justin Shiu provided a PowerPoint presentation of the staff report dated August 26, 2019. The Planning Commission had been provided copies at the dais of a written request from the applicant requesting modification to one of the mitigation measures as part of the Mitigation Monitoring and Reporting Program. Rather than require monitoring of archaeological oversight, the applicant sought an archaeological survey prior to construction. A dust mitigation plan had also been requested and had been included as a condition of approval, with the applicant required to work with the neighboring property owner in the preparation of the plan, and with submittal of the final plan to the City prior to the issuance of building permits.

Staff also received late correspondence from the East Bay Municipal Utility District (EBMUD) requesting additional measures be included, as shown in another handout provided to the Planning Commission, which measures could be included as conditions of approval, pursuant to the language provided in the correspondence.

Mr. Shiu recommended the Planning Commission take the following actions:

- Adopt Resolution 19-10, conditionally approving the Design Review, Conditional Use Permit, and Tree Removal Permit request to construct and operate a mixed Office/Commercial and personal storage project at 890 San Pablo Avenue;
- Adopt Resolution 19-11, approving the Mitigated Negative Declaration (MND) prepared pursuant to the California Environmental Quality Act (CEQA) and the Mitigation Monitoring and Reporting Program (MMRP), subject to the request from EBMUD and any modifications directed by the Planning Commission; and
- Adopt the Erratum dated August 26, 2019 modifying the MND and MMRP and adopting written findings for the equivalent or more effective mitigation measures in the Erratum.

Responding to the Commission, Mr. Shiu detailed the General Plan consistency and General Plan Policies as shown in the staff report. He acknowledged staff had not analyzed the number of existing storage units in Pinole but the applicant should be able to clarify why more storage units were needed in the community. In staff's opinion, the facility would be an economic benefit to Pinole through the development of a commercial site.

Mr. Shiu also provided additional details on the archaeological survey process as part of the MND and MMRP. As reported, the initial input was that an archaeological monitor be on-site and there had been an inquiry whether or not archaeological studies had been done for the site.

1
2
3 The environmental consultant had determined that an archaeological or tribe
4 monitor would be appropriate although the applicant had decided to proceed with
5 an archaeological survey prior to construction. As part of the MMRP, the tribes
6 would be informed of the construction schedule and offered the opportunity to have
7 a monitor on-site at that time who would continue to prepare the archaeological
8 survey. The applicant would notify the tribe of the findings of the survey.
9

10 PUBLIC HEARING OPENED
11

12 BEAU REINBERG, 3159 Fee Fee Road, Suite 221, Brighton, MO, Applicant,
13 provided an overview of the feedback from the Joint City Council/Planning
14 Commission meeting held on January 28, 2019. Based on that feedback, the
15 applicants had revised the project to be more suitable for the City and the
16 community. He clarified the applicant had been in contact with members of the
17 tribe and their lead archaeologist, who had requested the archaeological
18 monitoring. The intent was that those representatives would be present during the
19 archaeological review survey. He detailed the process for the archaeological
20 survey and advised that if any archaeological artifacts were found, construction
21 would immediately stop.
22

23 Mr. Reinberg detailed the statistics for self-storage facilities and noted the site's
24 proximity to a business park and other businesses in the community. The facility
25 would include small office suites with Internet and phone access. There were
26 currently four existing self-storage facilities in Pinole, all of which were dated, and
27 while about 90 percent were occupied, the City did not have a Class A facility that
28 was safe with office suites. He suggested this was a different product type from
29 what self-storage facilities used to be.
30

31 Mr. Reinberg walked through the building elevations and the use of different
32 articulation, colors, and materials that would create the appearance of a
33 commercial mixed-use property with a full drive-around Building A, and with two
34 stories along the San Pablo Avenue elevation. The facility would also enjoy
35 controlled access and landscape screening around the buildings. The layout of the
36 floor plans for each of the buildings, highlights of the photo simulations, and details
37 of the market analysis for self-storage facilities were all highlighted.
38

39 In response to the Commission, Mr. Reinberg acknowledged the self-storage facility
40 would not be a sales tax revenue generator. There would be a small retail office at
41 the front of the self-storage facility where customers may purchase small items
42 associated with self-storage. He acknowledged that solar panels could be
43 considered and noted that operating expenses would be minimized with all lights to
44 be operated through light-emitting diodes (LEDs) and motion sensors. The project
45 would be a low energy and limited traffic generator with low carbon emissions
46 associated with its use. While the signage for the building at this time did not

1 identify the office suites, there would be a need to market those spaces.
2
3

4 Mr. Reinberg also clarified the building colors and explained that a hill located at the
5 rear of the property would remain for the most part with the project to be built into
6 the hill via some excavation. There would be three employees for the self-storage
7 portion of the project. The project cost had been estimated at a little over \$7
8 million. He suggested that Pinole was underserved for Class A climate controlled
9 facilities and commented that while the applicants had not yet worked with a
10 Leadership in Energy and Environmental Design (LEED) Certified Contractor,
11 green building techniques would be considered. As to whether additional
12 permeable paving could be considered, he stated that permeable pavement on the
13 driveways would be a maintenance challenge but made sense for the parking
14 spaces.
15

16 RAFAEL MENIS, Pinole, clarified he was speaking neither for nor against the
17 proposal. He understood a portion of the building would be set aside for
18 commercial office space, although the floor plans had shown most of the units as
19 units rather than office or storage spaces. He asked whether the units would be
20 interchangeable.
21

22 THOMAS WELSH, Pinole, Crockett Premier Auto Body, stated over the last year
23 he had begun discussions with the applicants and had met many times to walk his
24 and the applicant's properties. He supported the project and anything that would
25 potentially benefit and expand the City; however he remained concerned with dust
26 and the issues it could create for his business which included a paint process for
27 vehicles. If the business was unable to paint customer's vehicles it could not
28 operate. He wanted to be advised of any dust mitigation plan during construction.
29 When informed there was a condition of approval requiring the applicant to work
30 with Crockett Premier Auto Body on a dust mitigation plan, he thanked the Planning
31 Commission for the inclusion of the condition.
32

33 Mr. Reinberg clarified the first floor of the front building would allow the opportunity
34 for some interchangeable movement of the storage and office spaces if a larger
35 office space was needed, although that not been identified on the plans. Given the
36 way the building had been laid out he did not foresee the need for the office suites
37 to be eliminated if proven to be unsuccessful in the future.
38

39 PUBLIC HEARING CLOSED
40

41 The Planning Commission discussed Design Review 18-13, Conditional Use Permit
42 18-13, and Tree Removal Permit 19-03, and offered the following comments and/or
43 direction to staff:
44

- 45 • Recommended an additional condition of approval that permeable pavement

1 be provided for all of the parking spaces with the driveway area negotiable
2 with porous concrete that could stand up to larger trucks. Recognized the
3 applicants' desire to invest in Pinole and was hopeful more jobs would be
4 created through the business. (Moriarty)
5

6 Mr. Shiu recommended a new Condition of Approval to read: *All parking spaces*
7 *shall be paved with permeable paving and the drive aisles shall be paved with*
8 *permeable paving as determined feasible by the City Engineer.*
9

10 Tamara Miller, Development Services Director/City Engineer, clarified the Contra
11 Costa Clean Water Program to which the City of Pinole was a signatory participant,
12 and identified the expectations for permeable pavement and sometimes the
13 collection of the underlining drainage. She suggested compliance with the
14 guidebook prepared by Contra Costa County was all that was necessary to ensure
15 the project met those requirements.
16

- 17 • Supported the project but encouraged the applicant to consider working with
18 a LEED certified contractor, to be added as a condition of approval, and
19 sought a broader conversation to require LEED certified buildings in Pinole.
20 (Murphy)
21

22 Chair Brooks noted that the applicant was not required to retain a LEED certified
23 contractor pursuant to current building codes and it could not be a condition of
24 approval but could be encouraged; and Commissioner Wong pointed out the
25 building code regulations would change in 2020 and while LEED certification was
26 not required at this time applicants/contractors were encouraged to follow those
27 processes.
28

- 29 • Recognized the project as superior versus the initial iteration presented to
30 the City Council/Planning Commission in January but remained unconvinced
31 the project met the findings of the General Plan Land Use and Economic
32 Development Policies as detailed in the staff report. Noted some members
33 of the City Council also indicated the project did not meet the same findings
34 and policies. Given those doubts and the question of whether additional
35 storage units were necessary in Pinole, he was inclined to deny the project.
36 Read into the record comments from the former Planning Manager related to
37 the appropriateness of the project in Pinole. (Kurrent)
38
- 39 • Recognized the applicant's testimony that existing self-storage facilities in
40 Pinole were at 90 percent occupancy but questioned the need to add more
41 units in the community. Acknowledged the facility was considered a new
42 type of self-storage facility and could be competition to existing facilities,
43 which may incentivize those facilities to upgrade. Recognized the applicant
44 had spent a great deal of time to improve the design and make it more
45 attractive. (Wong)

- Expressed concern allowing the process of designing the facility to proceed for a year to now suggest it did not meet the City's General Plan. Raised concern with the adequacy of the number of restrooms compared to the multiple office suites and if additional restroom facilities were needed it may impact sewer/water requirements. (Ojeda)
- Shared the concerns whether the project met the General Plan. Liked the inclusion of the office suites which may attract small businesses and telecommuters to the area but found the project had not followed Green Building design. Encouraged the applicant to partner with a non-profit to determine a way to dedicate one or two storage units for people in the community who may be unhoused. If that was done, would be more inclined to suggest the business would provide a service to the community. Generally found the building and landscaping to be attractive and liked the improvements made from the initial design. (Flashman)
- Suggested the commercial industry would benefit from storage in the subject area and the mix of office suites offered a more appealing project. (Brooks)

The Planning Commission discussed at length its concerns whether the project met the General Plan; whether another self-storage facility was warranted in Pinole, and whether the application should be denied allowing the applicant to appeal the Planning Commission's decision to the City Council.

Chair Brooks allowed the applicant to again address the Planning Commission.

Mr. Reinberg stated there had been four Councilmembers present during the Joint City Council/Planning Commission meeting in January. Two Councilmembers questioned the project's adherence to the General Plan and two Councilmembers were supportive of the use. At that time, a much larger project had been proposed as compared to the current iteration. Part of the reason for changing the use to office space had been to meet the conditions of the General Plan and address issues raised by the City Council and the public. He detailed the average consumer size needed for self-storage facilities and emphasized the applicants would not have proposed the project in Pinole if the need was not apparent. He reiterated the mixed use development along with the surrounding uses would only benefit the community and emphasized the project had been under contract for over a year and a half for a property that had been vacant for years. He suggested the project was great for Pinole and he asked for support.

Mr. Shiu detailed the options the Planning Commission may consider including approval, denial, or a continuance which would allow staff to consult with legal counsel. Approval or denial of the project would involve the appeal process.

Commissioner Kurrent offered a motion to Deny Design Review 18-13, Conditional Use Permit 18-13, and Tree Removal Permit 19-03: Extra Space Storage, based on the fact the project did not meet the findings as shown in the August 26, 2019 staff report.

There was no second to the motion.

Commissioner Ojeda offered a motion, seconded by Commissioner Moriarty (for discussion purposes) to approve Design Review 18-13, Conditional Use Permit 18-13, and Tree Removal Permit 19-03: Extra Space Storage.

On the motion, Commissioner Kurrent reiterated his concerns including the concerns of the City Council during the January 28, 2019 Joint City Council/Planning Commission meeting; Commissioner Murphy opposed the motion on the floor; and Commissioner Flashman clarified with staff the City Council may call up the item subject to the applicable appeal fee.

MOTION to adopt Planning Commission Resolution 19-10, with Exhibit A: Conditions of Approval, Resolution of the Planning Commission of the City of Pinole, County of Contra Costa, State of California, Approving a Design Review Request (DR 18-13), Conditional Use Permit (CUP 18-13), and Tree Removal Permit (TR 19-03) to Construct a Personal Storage Facility with Office/Commercial Space at 890 San Pablo Avenue, APN: 402-240-014. The motion **CARRIED** by a Roll Call Vote:

MOTION: Ojeda SECONDED: Moriarty APPROVED: 4-3

NOES: Kurrent, Moriarty, Murphy

[Note: Commissioner Moriarty was the second but voted no on the motion. The second motion did not include the staff recommendation to include the request by EBMUD nor was action taken on the Erratum as recommended by staff.]

MOTION to adopt Planning Commission Resolution 19-11, with Exhibit A: Initial Study/Mitigated Negative Declaration and Exhibit B: Mitigation Monitoring and Reporting Program, Resolution of the Planning Commission of the City of Pinole, County of Contra Costa, State of California, Approving the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Design Review Request (DR 18-13), Conditional Use Permit (CUP 18-13), and Tree Removal Permit (TR 19-03) to Construct a Personal Storage Facility with Office/Commercial Space at 890 San Pablo Avenue, APN: 402-240-014,

MOTION: Ojeda SECONDED: Wong APPROVED: 7-0

Commissioner Brooks identified the 10-day appeal process in writing to the City

Clerk.

F. OLD BUSINESS: None

G. NEW BUSINESS:

1. Review of Draft Five Year Capital Improvement Plan for Consistency with the General Plan

Request: Review of the Draft 2019/20 – 2023/24 City Capital Improvement Plan for Consistency with the City's General Plan

Project Staff: Tamara Miller

Development Services Director/City Engineer Tamara Miller provided a PowerPoint on the Draft 2019/20 to 2023/24 Five-Year Capital Improvement Plan for consistency with the General Plan. She recommended the Planning Commission adopt a resolution recommending the City Council find that the proposed Capital Improvement Plan (CIP) for Fiscal Years 2019/2020 through 2023/2024 is in conformance with the City of Pinole General Plan and she responded to questions from the Planning Commission.

PUBLIC COMMENTS OPENED

RAFAEL MENIS, Pinole, referenced the City Street Paving Equipment project and was pleased the City would be purchasing the equipment rather than outsourcing to private contractors. He also spoke to the role of the Planning Commission versus the City Council and noted there were elements of the General Plan calling for assessment of fiscal impacts. He pointed out the City Council's role was to consider the City's expenditures while the Planning Commission's role was to focus on whether a project complied with the General Plan.

The Planning Commission discussed the Draft 2019/20 to 2023/24 Five-Year Capital Improvement Plan and offered the following comments and/or direction to staff:

- Encouraged staff to provide the information prior to the meeting date to ensure proper due diligence and review of the information provided. (Moriarty)
- Spoke to the responsibilities of the City Council versus the Planning Commission. (Kurrent)

MOTION to adopt Planning Commission Resolution 19-xx, Resolution of the Planning Commission of the City of Pinole, Recommending the City Council of the City of Pinole Find that the Proposed Capital Improvement Plan for Fiscal Years 2019/2020 Through 2023/2024 is in Conformance with the City of Pinole General Plan.

MOTION: Kurrent **SECONDED:** Flashman **APPROVED:** 7-0

H. CITY PLANNER'S / COMMISSIONERS' REPORT

Ms. Miller reported a community meeting to discuss Making Waves, the potential development of an elementary school at the former Doctor's Hospital, had been scheduled for August 28, 2019 at the Pinole Youth Center from 6:00 to 8:00 P.M.

Commissioner Kurrent briefed the Planning Commission on a community meeting he had attended related to Making Waves and his opinion a full Environmental Impact Report (EIR) would be required. He had also spoken with City staff to request that his email address be corrected to avoid missing important information.

Chair Brooks reported he had been cautioned by the City Attorney if he attended the Making Waves community meeting to not indulge in any conversation with anyone for or against the project since it would be presented to the Planning Commission.

Commissioner Ojeda clarified with the Planning Commission and staff the conflict of interest parameters for projects submitted to the Planning Commission, and when Planning Commissioners must recuse themselves from discussions.

Commissioner Murphy reported there had been a discussion on the NextDoor website regarding concerns with wildfire in the Pinole Valley and he requested a future agenda item to discuss issues of safety and climate control.

Chair Brooks expressed concern with the recent Planning Commission packet availability and urged notifications to be provided via new e-mails.

When asked the status of the process for a new Planning Manager, Ms. Miller reported the City had gone through an active recruitment process to fill the position and had hired an outside consultant to assist in recruitment, which at this point had been unsuccessful, although recruitment efforts continued. She also stated, when asked, that staff would provide appropriate materials to Commissioners for online training.

I. COMMUNICATIONS: None

1 **J. NEXT MEETING**

2
3 The next meeting of the Planning Commission will be a Regular Meeting to be
4 held on Monday, September 23, 2019 at 7:00 P.M.

5
6 **K. ADJOURNMENT: 10:13 P.M**

7
8 Transcribed by:

9
10
11 Sherri D. Lewis
12 Transcriber
13

Tuesday, September 3, 2019

To: Tamara Miller, City of Pinole
From: Ivette Ricco
Subject: Appeal of Planning Commission Approval of
Resolution 19-10, August 26, 2019.

I am appealing the decision by the Planning Commission by a vote of 4-3, for the approval of the proposed development at 890 San Pablo Avenue, Pinole, Ca. 94564.

This project was previously presented at a Joint City Council, Planning Commission meeting on January 28, 2019.

On January 28, 2019 there were only four of the five Councilmembers present; the vote was split.

The developer has made some revisions to their original designs and their use of space. However, it is my position that this project fails to meet the needs of Pinole and the goals of the General plan.

The Planning Commissioners noted these concerns and opined that they would like to have the City Council's approval of this project. But after lengthy deliberation decided that the Onus for an Appeal and the cost for such an appeal should be on a member of the City Council or on a citizen and not on the developer, the cost of an appeal for a citizen is \$500.

I heard many commissioners voice their desire to have the City Council make the final determination.

With the Planning Commission approval of this resolution the only way for the City Council to weigh in on the project and its pros and cons is to utilize the appeal process.

The reasons for my appeal:

1. This project does not meet the goals as set forth in Pinole's General plan and Three Corridor plan.
2. This project does not meet the economic development goals of Pinole.
3. This project adds no meaningful enhancement or revenue to our community.
4. Extra Space Storage is a very profitable company and this project will be very profitable for Extra Space Storage, but will only bring approximately \$12,000 in tax

revenue to Pinole.

EXR Financial Summary

For the six months ended 30 June 2019, Extra Space Storage, Inc. revenues increased 9% to \$635.1M. Net income applicable to common stockholders increased 9% to \$199.3M. Revenues reflect Self-storage operations segment increase from \$258.1M to \$550.6M, Tenant Reinsurance segment increase from \$28.5M to \$61.5M. Net income also reflects Self-storage operations segment income increase from \$185M to \$391M.

5. Pinole may soon be perceived as the regional storage area for surrounding cities.

The ratio of Pinole residents to the existing (4) Pinole storage units does not warrant adding any new storage units.

6. The "incubator" idea, or small office suites, proposed by the developer, is not a true incubator model, what it does do is add to their bottom line and mitigate opposing arguments.

I agree that office rental space in Pinole is limited and expensive in Pinole, however; simply by stating that small businesses will be able to rent or lease these 150 square foot units (number of units undetermined) does not guarantee that these spaces will truly be used by small business or be affordable and viable alternatives.

In closing the benefits of building the Extra Space Storage Units at 890 San Pablo Ave. Pinole, do not outweigh the concerns I have noted above in items 1-6.

Respectfully



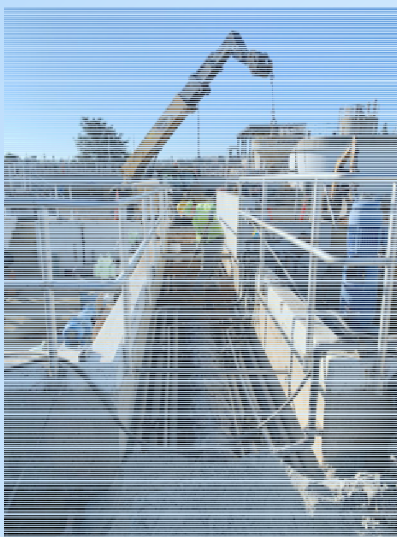
Ivette Ricco
2826 Simas Ave.
Pinole, Ca. 94564
510-758-0613 (home)

REGULAR MEETING - 7:00 P.M.

6B-2



The pipeline and ductbank between the RAS and WAS pump stations was backfilled.



Pinole.pptx

Repairs and upgrades to the maintenance building have started.



File name: ppt3

The primary sludge pump parts arrived and the pumps were upgraded and placed into service.



File name: ppt4

Final grade preparation and concrete curbs at manholes are being installed.



File name: ppt5

Condensate piping and handrails are being fabricated around the plant.



File name: ppt5

The treatment plant site prior to start of construction



File name: ppt7

The treatment plant site in September 2019



File name: ppt8

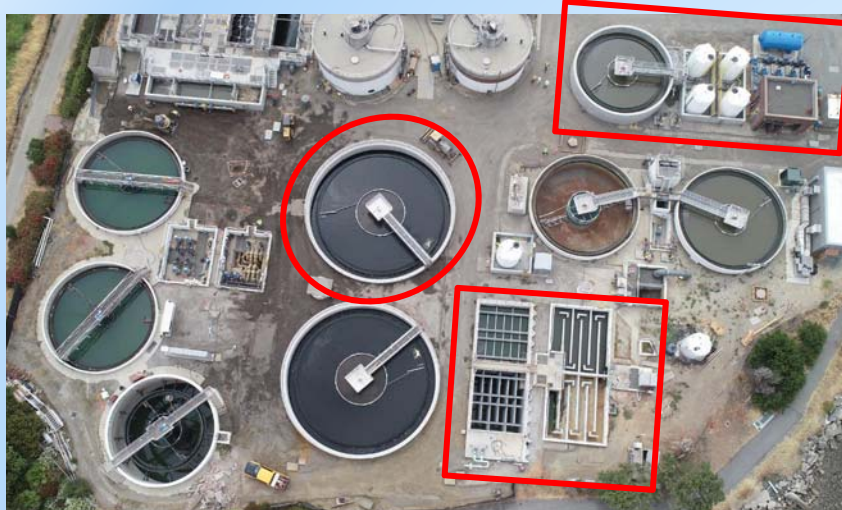
New Plant Facilities now in operation



New Secondary Clarifier 2, Primary Clarifier 3, chlorine contact and chemical basin in May 2019



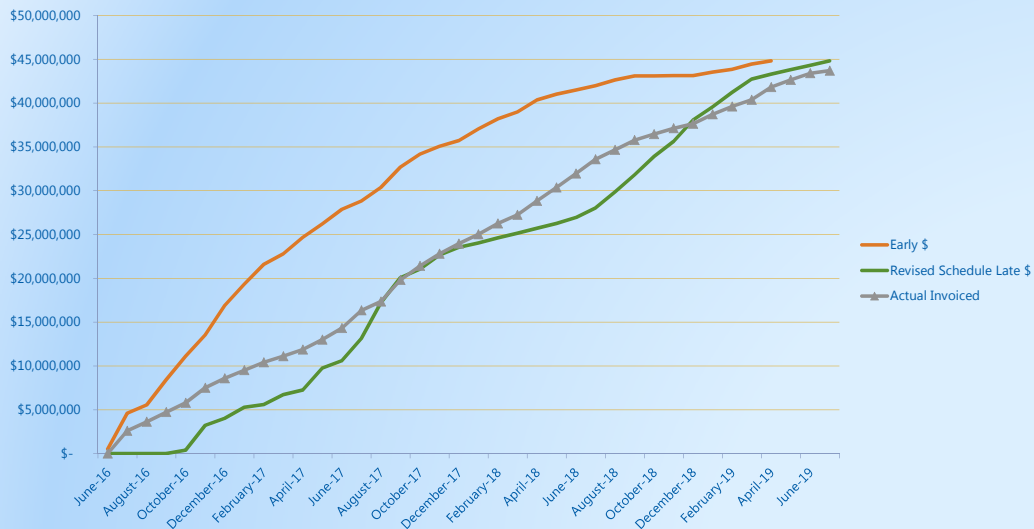
New Secondary Clarifier 2, Primary Clarifier 3, chlorine contact and chemical basin in August 2019



Planned focus for this quarter

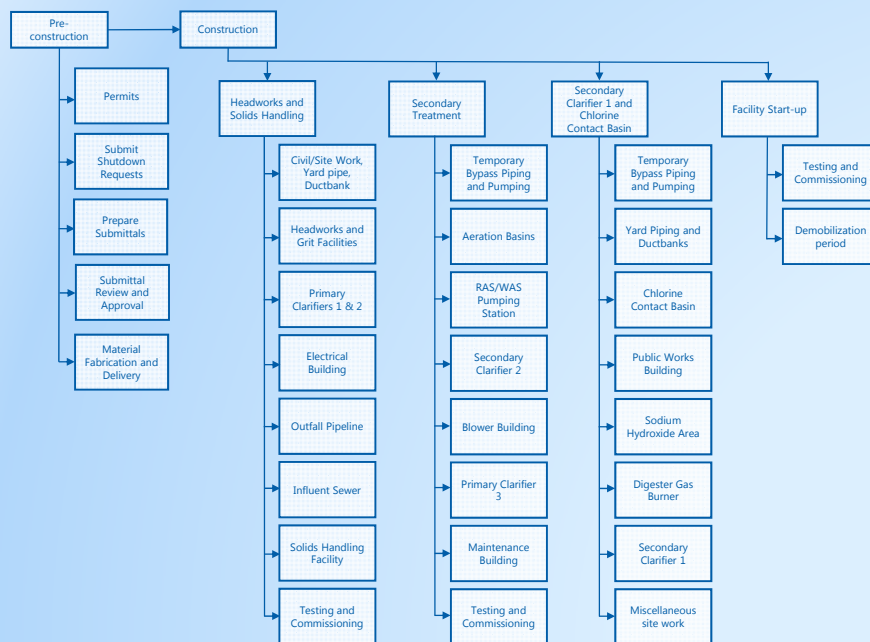


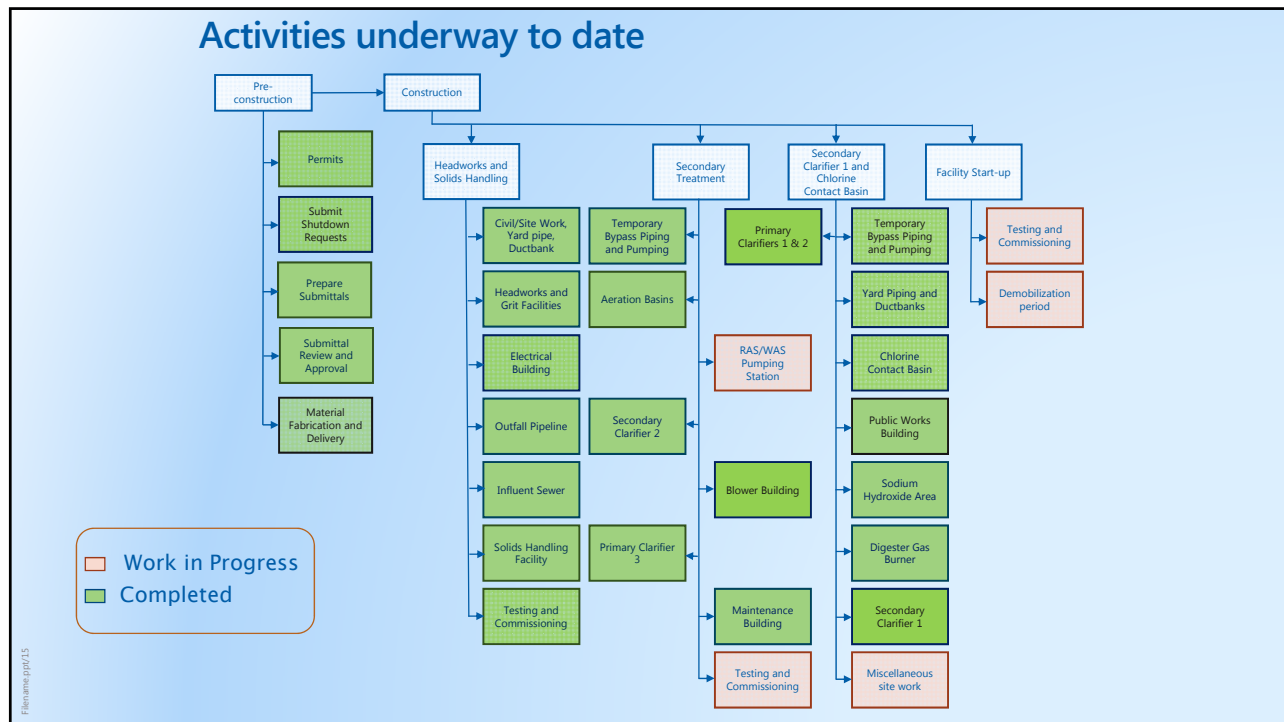
Progress/payments on work to date



Billings for Work through July 2019 totals \$43,614,386

Baseline Overview of Schedule Work Activities





Current Construction Contract Status

Original construction contract value	\$43,143,000
Change orders to date (1 through 86)	\$1,820,026
Total current construction contract value (95% work complete to date)	\$44,963,026

Executed change orders total 4.2 percent of work completed to date

Filename: ppt/15

Executed Change Orders

Number	Subject	Cost
1 – 84	TOTAL Prior Change Orders 1 through 84	\$ 1,773,258
85	Remove three existing pine trees at plant perimeter	\$ 14,147
86	Blower building supply fan and louver	\$ 32,621
87	Solids Handling Building Flow Instruments	\$ 22,238
88	Air relief Valve at 18-inch RAS line	\$ 2,664
Total This Period		\$ 71,670
TOTAL Change Orders to Date		\$ 1,844,928

Filename: ppt17

We currently have 67 potential change orders to be negotiated

TYPE	Rough estimate
19 PCOs for existing utilities not shown on drawings	\$230,000
19 PCOs for structural design changes (additions and credits)	\$102,000
12 PCOs for additional demolition due to field conditions	\$37,000
2 PCOs for electrical design changes (additions and credits)	\$20,000
8 PCOs for miscellaneous design changes	\$52,000
7 PCOs for process design changes	\$29,000
TOTAL POTENTIAL COST	\$470,000

Costs and merit have not been verified. Additional costs may be incurred for work not yet completed.

Filename: ppt18

Projection of Construction Contract Contingency At End of Project

Project Contingency (7% of original construction bid)	\$ 3,020,010
Change orders to date	\$ 1,844,928
Estimated PCOs currently in negotiation	\$ 470,000
Remainder	\$705,082
Carollo Amendments	\$853,900
Total	(\$148,818)

Filename: ppt/13

Four issues were reported in the last update

- Two issues have been resolved.
- Two formal claims remain unresolved but negotiations continue.
- The project has not achieved substantial completion due to non-functioning equipment.
- We are currently working towards Final and substantial completion simultaneously.

Filename: ppt/20

Major work items to achieve Final Completion

Concrete flatwork (sidewalks and other surfaces) – Complete by mid September

Start of asphalt paving- mid September

Completion of asphalt paving- end of September

WAS pump modifications complete- end of September

Raise valve covers and manholes- mid October

Complete site lighting- end of October

Substantial and Final Completion- End of October

Filename: ppt21

QUESTIONS?

Filename: ppt22



Pinole Fire Department Update

November 5, 2019

Auto Aid Agreements:

- **Battalion 7: Auto Aid Agreement**
- **Possible AAA with Richmond Fire**

Training:

- **Outside Training Classes**
- **In House Training: Fire Recruits**
- **Training Records → Target Solutions**

New Recruits:

- **Two Recruit Firefighters:**
Berkeley Academy on October 21, 2019
20-week academy
4-week in-house training.

New Apparatus:

- **Fire Engine: mid-June 2020**
- **Battalion Chief's:
In service in November 2019**
- **UTV: Spec'd out**





Fire Prevention:

- **Not Every Hero Wears a Cape. Plan and Practice Your Escape!**
- **Remember to change your batteries in your smoke and carbon monoxide detectors!!**
- **Completed 120 of our top identified most critical inspections.**
- **Many businesses and housing units had not been inspected in several years. We found several without a current 5-year sprinkler test certification, missing identification markings, and access and exit issues.**

Vegetation Management:

- **All vegetation management has been completed for this year.**
- **Pre-emergent program for next year**
- **Working with Cal Fire hand crews to help**



Fire Station Work:

Station 73:

A. Station Alert system: Completed as of June 2019.

B. Kitchen update is completed.

**C. Dorm Door and Privacy Rooms:
Construction start date Nov-January time
frame. Contingent on staff relocation
during construction.**

Fire Station Work:

Station 74:

**A. All sheet rock and previous roof leak
repairs: February 2019**

**B. The backup generator will be repaired for
a water leak.**

**C. Station carpet removal and cement
flooring polishing: scheduled
December 2019**



Policy and Procedures:

- **A new Policy and Procedures Manual: May 2019**
- **Lexipol: Private company to build new Policies and Procedures for public agencies**

Technology: Record-keeping software

- 1. Operative IQ: Controlled Substance Software program**
- 2. Crew Sense Software: Staffing software**
- 3. Target Solutions Software program**

Fire Study: Results and discussion

I agree with the results / needs: we are understaffed, we just get by. I believe we need to open Station 74 as stated in the report.

Going with Con Fire: This is the long term solution and something we need to look at very closely. If not, staying as Pinole Fire Dept and opening Station 74.

Unit Hour Utilization: It means: How much time we are not available for service. We will not be able to provide on-time response to the 90% target based on the NFPA percentile-based performance standards we use. Our call volume increases, on average, 3% a year, compounded. While Pinole Engine 73 is not at 10 percent UHU at this time, absent the addition of a second engine in Pinole, the math tells us we will exceed the threshold in a few years.

- ◎ **Why are we going to medical calls?**
 - › **Closest Unit.**
 - › **No local hospitals.**
- ◎ **Recent Fires:**
 - › **Pinole experienced longer response times.**



**CITY COUNCIL SPECIAL MEETING
MINUTES
October 22, 2019**

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

The City Council Meeting was held in the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Murray called the Regular Meeting of the City Council to order 6:12 p.m. and led the Pledge of Allegiance.

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

A. COUNCILMEMBERS PRESENT

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

B. STAFF PRESENT

Michelle Fitzer, 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

City Clerk Iopu announced the agenda was posted on October 17, 2019 at 4:00 p.m. All legally required notice was provided.

City Clerk Iopu announced that additional materials pertaining to Agenda Item 7G on the agenda were provided at the dais for the Council and copies were placed at the rear of the Chamber for the public.

Following an inquiry to the Council, Council member Salimi reported a conflict on Item 7G and stated that he will abstain from voting on that item.

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.

None.

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.

Jeff Rubin, Pinole Historical Society President, announced November Pinole Historical Society Program is cancelled and will reconvene in February. Announced details of upcoming fundraising dinner event on November 2nd.

Rafael Menis, resident of Pinole, stated that there is a group forming in the community regarding Making Waves charter school. Made comments regarding the constitution, national politics and the importance of following the rule of law.

Maureen Toms, resident of Pinole, spoke regarding the group in the community forming in opposition of the proposed Making Waves Charter School. Discussed the decision-making paths that the group is addressing; City of Pinole Planning Commission/City Council and the Contra Costa County Office of Education.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

- A. Proclamations
- B. Presentations / Recognitions
 - 1. Fire Department Update by Fire Chief Scott Kouns and Battalion Chief Chris Wynkoop

Item continued to the November 5, 2019 meeting.

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 October 1, 2019
- B. Receive the September 28, 2019 – October 11, 2019 List of Warrants in the Amount of \$535,903.27 and the October 4, 2019 Payroll in the Amount of \$406,859.78
- C. Census 2020 – Resolution of Support [**Action: Adopt Resolution per Staff Recommendation (Iopu)**]
- D. Approve A Resolution Authorizing The Chief Of Police To Negotiate And The City Manager To Execute A Contract With Odin Systems Inc. In The Amount Of \$264,050.29 In Measure S 2014 Funds For 18 Replacement Cameras, 2 New Cameras, Wireless Connections, 2 Replacement Servers, 9 ALPR Cameras, 1 Server, Software, And Labor [**Action: Adopt Resolution per Staff Recommendation (Gang)**]
- E. Adopt A Resolution Approving A Second Amendment to the Exclusive Negotiating Agreement Between the City of Pinole and General Realty CE, LLC

for the Sale and Purchase of the Pinole Shores II Properties **[Action: Adopt Resolution per Staff Recommendation (De La Rosa)]**

- F. Approve Funding Allocation Of \$94,000 From Measure S 2006 Fund Balance To Complete The Dorm Separation And Privacy Remodel Project At Fire Station 73 **[Action: Adopt Resolution per Staff Recommendation (Kouns)]**

ACTION: Motion by Councilmembers Swearingen/Tave to approve Consent Calendar Items A – F.

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

Consent Calendar item 7G was pulled for further discussion by Mayor Pro Tem Swearingen.

- G. Approve An Amendment To The Professional Services Agreement With Carollo Engineers For The Pinole Hercules Water Pollution Control Plant Upgrade Project In An Amount Not To Exceed \$215,170 **[Action: Adopt Resolution per Staff Recommendation (T. Miller)]**

Council members asked questions. Staff addressed the questions.

ACTION: Motion by Councilmembers Swearingen/Tave to approve Consent Calendar Item G

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

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. Receive the FY 2018-19 Fourth Quarter Financial Report **[Action: Receive and File Report (A. Miller)]**

City Manager Fitzer gave the report in the absence of Finance Director Miller.

Council members asked questions. City Manager Fitzer responded to questions.

Council members made comments regarding the report.

- B. Receive And Review A Report From HdL Econsolutions On The City's Market Analytics, Void Analysis And Community Profile Reports [**Action: Discuss and Provide Direction (De La Rosa)**]

Item continued to the November 19th meeting.

10. NEW BUSINESS

- A. Discussion Regarding Options For Filling Vacant City Treasurer Position [**Action: Discuss and Provide Direction (Casher)**]

City Attorney Casher introduced the item and provided background information.

Council members asked questions. Staff addressed questions.

ACTION: Motion by Councilmembers Swearingen/Martinez-Rubin to Appoint An Interim Treasurer No Later Than December 17th, 2019

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

11. REPORTS & COMMUNICATIONS

- A. Mayor Report
 - 1. Announcements

Mayor Murray reported on Mayor's Conference that he attended in Antioch. Gave details of presentation by CCTA regarding EV charging stations.

- B. Mayoral & Council Appointments
- C. City Council Committee Reports & Communications

Council member Salimi reported on the League of CA Cities Conference that he attended and that it was a very positive experience. Gave details and impressions of John Martin presentation regarding the future of America.

Council member Martinez-Rubin announced having attended a Community College District Board presentation. Stated that high student debts keep millennials from achieving their goals. Announced Contra Costa County, FTTT Promise, a free tuition program opportunity.

Council member Tave reported on a resource guide for taxes for voters as a resource ahead of election; Cocotax.org. Highlighted considerations for voters with regard to potential tax measures.

Council member Tave and Mayor Murray reported on safety subcommittee meeting with West Contra County School District. Gave summary of meeting and announced future agenda item to discuss SRO program.

Mayor Murray announced upcoming WCCIMA meeting, where they will review candidates for new Executive Director.

Mayor Murray announced West County Mayor's Meeting, on Thursday, October 24 at 8:30 a.m. at Pinole City Council Chambers.

C. Council Requests For Future Agenda Items

Council member Martinez-Rubin requested update on Eucalyptus trees and what is the plan for that area. Consensus given.

City Manager Fitzer provided information regarding the request. Stated that staff has been working on it, has an update and will be presenting it to Council.

Council member Tave requested a future agenda item to discuss an "Adopt-A- Highway" program.

City Manager Fitzer stated that this item is already being worked on and there will be an update to Council provided by staff.

Council member Tave requested an item to discuss protocol regarding the use of City of Pinole letterhead. Consensus not given.

D. City Manager Report / Department Staff

City Manager Fitzer reported her attendance at the League of CA Cities Conference.

F. City Attorney Report

City Attorney Casher reported his attendance at the League of CA Cities Conference. Attended meetings as the East Bay Representative for Legal Advocacy Committee and FPPC Subcommittee member.

Announced upcoming Municipal Code Subcommittee meeting on Monday, October 28, 2019.

City Attorney Casher made statements honoring his uncle, Melchor "Porsing" Sabaot, a dedicated public servant in the Philippines who recently passed away.

12. ADJOURNMENT to the Regular City Council Meeting of November 5, 2019 in Remembrance of Amber Swartz.

At 7:52 p.m., Mayor Murray adjourned the meeting to the Regular City Council Meeting of November 5, 2019 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: October 10, 2019 at 4:00 P.M.

Heather Iopu, CMC
City Clerk

**CITY COUNCIL SPECIAL MEETING
MINUTES
October 26, 2019**

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

Mayor Murray called the meeting to order at 9:22 a.m.

2. ROLL CALL

A. COUNCIL MEMBERS PRESENT

Peter Murray, Mayor
Roy Swearingen, Mayor Pro Tem
Norma Martinez-Rubin, Council Member
Vincent Salimi, Council Member
Anthony Tave, Council Member, arrived at 9:23 a.m.

B. STAFF PRESENT

Michelle Fitzner, City Manager

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. PUBLIC EMPLOYMENT

Pursuant to Gov. Code § 54957

Title: City Manager

4. RECONVENE TO ANNOUNCE RESULTS OF THE CLOSED SESSION

No reportable action.

5. ADJOURNMENT to the Regular City Council Meeting on November 5, 2019 In Remembrance of Amber Swartz.

At 3:32 p.m Mayor Murray adjourned the meeting to the Regular City Council Meeting on November 5, 2019 In Remembrance of Amber Swartz

Submitted by:

Heather Iopu, CMC
City Clerk

Approved by City Council:

WARRANT LISTING

By Vendor Name



City of Pinole, CA

Payment Dates 10/12/2019 - 11/01/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J3681K	92415	11/01/2019	100-231-42101	FIRE INSPECTIONS 9/01-9/30/19- FD	15,408.75
				Vendor 4LE00 - 4LEAF, INC. Total:	15,408.75
Vendor: AIR10 - AIRGAS USA, LLC					
9965466511	92277	10/18/2019	100-343-42514	Rent Cyl Med Large Air	157.45
				Vendor AIR10 - AIRGAS USA, LLC Total:	157.45
Vendor: ALA07 - ALAMEDA COUNTY FIRE DEPARTMENT					
2019-20-059	92278	10/18/2019	100-231-42107	FIRE APPARATUS REPAIR AND SERVICE- FD	4,507.93
				Vendor ALA07 - ALAMEDA COUNTY FIRE DEPARTMENT Total:	4,507.93
Vendor: ALB01 - ALBANY STEEL INC.					
199433	92279	10/18/2019	500-641-42107	SUPPLIES- TP	260.02
				Vendor ALB01 - ALBANY STEEL INC. Total:	260.02
Vendor: EUG00 - ALEX D EUGENIO					
101819	92346	10/25/2019	209-552-43804	HALLOWEEN LUNCHEON ENTERTAINMENT- SC	150.00
				Vendor EUG00 - ALEX D EUGENIO Total:	150.00
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
5025519 100619	92347	10/25/2019	500-641-42201	DRINKING WATER FOR WASTE WATER	214.95
5025531 100619	92347	10/25/2019	100-343-42514	DRINKING WATER FOR CORP YARD	93.25
				Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:	308.20
Vendor: AME41 - AMERICAN LEGAL PUBLISHING					
0130544	92280	10/18/2019	100-112-42101	SEP 2019 HARD COPY MUNI CODE EDITING	424.44
0130627	92280	10/18/2019	100-112-42101	SEP 2019 INTERNET MUNI CODE EDITING	42.22
				Vendor AME41 - AMERICAN LEGAL PUBLISHING Total:	466.66
Vendor: MOR17 - ANA AVILA					
101419	92281	10/18/2019	100-341-42302	REIMBURSEMENT LUNCH/CAR ALLOWANCE	18.56
101419	92281	10/18/2019	100-341-42303	REIMBURSEMENT LUNCH/CAR ALLOWANCE	12.00
				Vendor MOR17 - ANA AVILA Total:	30.56
Vendor: 1713 - ANDREA TEATRO					
102819	92416	11/01/2019	209-553-36401	REFUND PURCHASE OF TWO MEMBERSHIPS PRIOR TO REGIST	90.00
				Vendor 1713 - ANDREA TEATRO Total:	90.00
Vendor: PEL02 - APEX REFRIGERATION CORP.					
10740	92282	10/18/2019	209-552-42108	LABOR/PARTS/TRUCK CHARGE- SC	294.71
				Vendor PEL02 - APEX REFRIGERATION CORP. Total:	294.71
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
70392	92283	10/18/2019	100-222-42108	CAM LOCK MISC. PARTS. WIRE ETC	25.12
70418	92283	10/18/2019	100-343-42108	Key Duplicated	13.07
70469	92283	10/18/2019	100-231-42108	Rekey-Master Key/System	54.00
				Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:	92.19

WAF LISTING

Payment Dates: 10/12/2019 - 11/01/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: ATT01 - AT&T					
0000013731423	92418	11/01/2019	525-118-43101	9347BAN CABLE SERVICES FIRE 9/11- 10/10/19- IT	661.10
0000013731430	92418	11/01/2019	525-118-43101	9346BAN CABLE SERVICES ADMIN 9/11- 10/10/19- IT	1,824.33
0000013731432	92418	11/01/2019	525-118-43101	9351BAN CABLE SERVICES CDD 9/11- 10/10/19- IT	219.18
0000013731434	92418	11/01/2019	525-118-43101	9345BAN CABLE SERVICES EOC 9/11- 10/10/19- IT	158.19
000013646108	92284	10/18/2019	525-118-43101	9350BAN CABLE SERVICES 8/20- 9/19/19- IT	1,933.96
000013698073	92284	10/18/2019	525-118-43101	7139BAN CABLE SERVICES- IT	214.72
000013726395	92418	11/01/2019	525-118-43101	1099BAN CABLE SERVICES MIS 9/10- 10/09/19- IT	1,054.15
000013731429	92418	11/01/2019	525-118-43101	9349BAN CABLE SERVICES PW 9/11- 10/10/19- IT	525.01
000013731431	92418	11/01/2019	525-118-43101	9348BAN CABLE SERVICES REC 9/11- 10/10/19- IT	719.25
000013731957	92418	11/01/2019	525-118-43101	9017BAN CABLE SERVICES 9/11- 10/10/19- IT	208.77
OCT 08 19-2820	92417	11/01/2019	525-118-43101	TINY TOTS SOLAR 10/09- 11/08/19	53.50
Vendor ATT01 - AT&T Total:					7,572.16
Vendor: AVE03 - AVERY ASSOCIATES					
2846	92348	10/25/2019	100-116-42101	Fee for recritment of City Manager	6,000.00
Vendor AVE03 - AVERY ASSOCIATES Total:					6,000.00
Vendor: 1320 - BADAWI & ASSOCIATES					
1689	92285	10/18/2019	100-115-42101	2019 AUDIT	18,027.00
Vendor 1320 - BADAWI & ASSOCIATES Total:					18,027.00
Vendor: BAX00 - BADGE FRAME, INC.					
976927	92286	10/18/2019	100-222-42514	Engraved Plates- PD	32.18
Vendor BAX00 - BADGE FRAME, INC. Total:					32.18
Vendor: DUG01 - BARRY DUGGAN					
101719	92349	10/25/2019	100-222-42514	REIMBURSEMENT FOR DOG FOOD K-9 KAIZER	68.52
Vendor DUG01 - BARRY DUGGAN Total:					68.52
Vendor: ESP01 - BELINDA ESPINOSA					
NOV 2019	92350	10/25/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR NOV 19	86.41
Vendor ESP01 - BELINDA ESPINOSA Total:					86.41
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
5833193	92287	10/18/2019	209-552-43804	FOOD PROGRAM SENIOR CENTER	1,078.86
5838424	92351	10/25/2019	209-552-43804	FOOD PROGRAM- SC	1,040.75
5843278	92419	11/01/2019	209-552-43804	LUNCH PROGRAM- SC	773.05
5843858	92419	11/01/2019	209-552-43804	LUNCH PROGRAM- SC	115.93
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					3,008.59
Vendor: BOU01 - BOUND TREE MEDICAL, LLC					
83373547	92288	10/18/2019	100-231-42104	PARAMEDIC SUPPLIES- FD	4,508.11
83386051	92420	11/01/2019	100-231-42104	PARAMEDIC SUPPLIES- FD	1,332.19
Vendor BOU01 - BOUND TREE MEDICAL, LLC Total:					5,840.30
Vendor: 1654 - BRINK'S INCORPORATED					
10887405	92289	10/18/2019	100-115-42101	TRANSPORTATION 10/01- 10/31/19	171.84
Vendor 1654 - BRINK'S INCORPORATED Total:					171.84

WAF LISTING

Payment Dates: 10/12/2019 - 11/01/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1467 - BROOKE T BASH					
NOV 2019	92352	10/25/2019	100-117-41101	ADVANCED LIAB PENSION PAYMENT NOV 2019	3,053.90
Vendor 1467 - BROOKE T BASH Total:					3,053.90
Vendor: CAL04 - CALCON SYSTEMS, INC.					
45409	92353	10/25/2019	500-641-42107	SERVICE CALLS- TP	1,749.61
Vendor CAL04 - CALCON SYSTEMS, INC. Total:					1,749.61
Vendor: CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS					
NOV 2019	92421	11/01/2019	100-231-41008	LONG TERM DISABILITY PLAN	295.00
Vendor CAL20 - CALIFORNIA ASSOCIATION OF PROFESSIONAL FIREFIGHTERS Total:					295.00
Vendor: 1578 - CALIFORNIA POLICE CHIEF ASSOCIATION					
14409	92355	10/25/2019	100-221-42301	TRAINING NAVIGATING WORKERS' COMPENSATION SYSTEM-HR	125.00
Vendor 1578 - CALIFORNIA POLICE CHIEF ASSOCIATION Total:					125.00
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
603173	92422	11/01/2019	500-641-44305	SUPPLIES- TP	557.65
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					557.65
Vendor: CAP10 - CAP-HILLTOP					
31191	92290	10/18/2019	100-345-42108	SEP 2019 OUTDOOR CLEANING OF PARKS	1,018.75
Vendor CAP10 - CAP-HILLTOP Total:					1,018.75
Vendor: CCP03 - CCP INDUSTRIES					
IN02403251	92291	10/18/2019	100-343-42514	SUPPLIES- PW	177.42
IN02406143	92356	10/25/2019	100-343-42514	SUPPLIES- PW	428.72
Vendor CCP03 - CCP INDUSTRIES Total:					606.14
Vendor: CIT08 - CITY MECHANICAL, INC					
58975	92292	10/18/2019	100-343-42108	LABOR/MISCELLANEOUS- PW	630.00
59432	92423	11/01/2019	100-222-42108	SERVICE PUBLIC SAFETY BUILDING	3,560.79
Vendor CIT08 - CITY MECHANICAL, INC Total:					4,190.79
Vendor: CON16 - CITY OF CONCORD					
81045	92293	10/18/2019	100-222-42201	PRINTING SERVICES- PD	62.19
81046	92293	10/18/2019	100-222-42201	PRINTING SERVICES- PD	104.61
81100	92357	10/25/2019	100-222-42201	PRINTING SERVICES- PD	136.97
81105	92424	11/01/2019	209-552-43809	NOV 2019 NEWSLETTER SENIOR CENTER	316.53
81108	92357	10/25/2019	100-115-42201	PRINTING SERVICES- FD	205.74
81109	92424	11/01/2019	212-462-42201	PRINTING SERVICES	72.36
Vendor CON16 - CITY OF CONCORD Total:					898.40
Vendor: 1240 - CITY OF EL CERRITO					
102319	92358	10/25/2019	100-110-42303	CCC MAYORS' CONFERENCE DINNER 11/7/19	55.00
Vendor 1240 - CITY OF EL CERRITO Total:					55.00
Vendor: CIT10 - CITY OF SAN PABLO					
0025489	92294	10/18/2019	100-222-42105	Annual Tri-City Costs- Quarter 1 Fiscal Year 2020	11,107.72
0025489	92294	10/18/2019	100-223-42105	Annual Tri-City Costs- Quarter 1 Fiscal Year 2020	4,760.45
Vendor CIT10 - CITY OF SAN PABLO Total:					15,868.17
Vendor: CIV01 - CIVIC CENTER TOWING- TRANSPORT- ROAD SERVICE					
521750	92295	10/18/2019	100-221-42107	VEHICLE SERVICE- PD	80.00
Vendor CIV01 - CIVIC CENTER TOWING- TRANSPORT- ROAD SERVICE Total:					80.00
Vendor: 1234 - COASTLAND CIVIL ENGINEERING, INC.					
47012	92359	10/25/2019	106-345-47203	1163781 FERNANDEZ PARK	497.50
Vendor 1234 - COASTLAND CIVIL ENGINEERING, INC. Total:					497.50

WAI LISTING

Payment Dates: 10/12/2019 - 11/01/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: COM20 - COMCAST					
OCT 01 19-3450	92425	11/01/2019	215-341-43101	I-80 MOBILITY PROJECT 10/5-11/04/19	240.99
OCT 09 19-3131	92425	11/01/2019	100-231-43105	CABLE/TV 10/14- 11/13/19- FD	7.85
OCT 14 19-0875	92360	10/25/2019	100-117-43105	COMCAST BUSINESS CABLE 10/19- 11/18/19- FD	29.89
OCT 14 19-8658	92425	11/01/2019	100-231-43105	CABLE/TV 10/19- 11/18/19- FD	54.44
Vendor COM20 - COMCAST Total:					333.17
Vendor: CONS6 - CONCENTRA MEDICAL CENTERS					
65787204	92426	11/01/2019	100-116-42101	MEDICAL SERVICES	222.50
65787204	92426	11/01/2019	100-231-42101	MEDICAL SERVICES	966.50
Vendor CONS6 - CONCENTRA MEDICAL CENTERS Total:					1,189.00
Vendor: CON18 - CONTRA COSTA COUNTY MAYORS CONFERENCE					
101519	92361	10/25/2019	100-110-42303	ANNUAL ASSESSMENT JAN 1-DEC 31 2020	660.00
101519	92361	10/25/2019	100-110-42401	ANNUAL ASSESSMENT JAN 1-DEC 31 2020	720.00
101519	92361	10/25/2019	100-111-42303	ANNUAL ASSESSMENT JAN 1-DEC 31 2020	660.00
Vendor CON18 - CONTRA COSTA COUNTY MAYORS CONFERENCE Total:					2,040.00
Vendor: CON79 - CONTRA COSTA COUNTY, SHERIFF-CORONER					
CL 18/19	92427	11/01/2019	100-223-42106	CLETS 18/19 ANNUAL FEE FOR MESSAGE MAINTENANCE	1,315.82
Vendor CON79 - CONTRA COSTA COUNTY, SHERIFF-CORONER Total:					1,315.82
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
81979020	92296	10/18/2019	525-118-42510	REALQUEST FOR AUG 2019	824.41
81985518	92296	10/18/2019	525-118-42510	REALQUEST FOR SEPTEMBER 2019	734.41
Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:					1,558.82
Vendor: CSG01 - CSG CONSULTANTS INC.					
26991	92362	10/25/2019	212-462-42101	BUILDING INSPECTIONS 8/31-9/27/19	10,925.00
27130	92362	10/25/2019	212-462-42101	Interim Planning Manager Services 8/31- 9/27/19	4,068.75
Vendor CSG01 - CSG CONSULTANTS INC. Total:					14,993.75
Vendor: COO13 - DANA COOK					
NOV 2019	92363	10/25/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR NOV 19	351.82
Vendor COO13 - DANA COOK Total:					351.82
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
407101	92364	10/25/2019	100-116-42110	FINGERPRINT SERVICES	64.00
407101	92364	10/25/2019	100-221-42110	FINGERPRINT SERVICES	332.00
Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:					396.00
Vendor: DEP03 - DEPARTMENT OF TRANSPORTATION					
SL200076	92365	10/25/2019	100-343-42101	SIGNALS AND LIGHTING JULY-SEP 2019	1,903.84
SL200076	92365	10/25/2019	310-347-42101	SIGNALS AND LIGHTING JULY-SEP 2019	343.38
SL200076	92365	10/25/2019	310-348-42101	SIGNALS AND LIGHTING JULY-SEP 2019	403.76
Vendor DEP03 - DEPARTMENT OF TRANSPORTATION Total:					2,650.98
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
83274961	92297	10/18/2019	100-10601	GASOLINE FOR CORP YARD	2,136.20
83310474	92366	10/25/2019	100-10601	GASOLINE FOR CORP YARD	3,173.87
83318273	92366	10/25/2019	100-10601	GASOLINE FOR CORP YARD	2,738.29
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					8,048.36

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Vendor: 1614 - DIMINIC CIOTOLA					
2459	92428	11/01/2019	100-231-42301	ACLS INITIALS/PALS RENEWAL-FD	410.00
Vendor 1614 - DIMINIC CIOTOLA Total:					410.00
Vendor: NOW01 - DONNA NOW					
101519	92298	10/18/2019	209-554-43812	FACE PAINTING FOR HALLOWEEN FAMILY DANCE 10/19/19	150.00
Vendor NOW01 - DONNA NOW Total:					150.00
Vendor: EAS27 - EAST BAY REGIONAL COMM SYSTEM AUTHORITY					
201900231	92299	10/18/2019	100-221-42101	Operating/Service Payments- pd	57,780.00
Vendor EAS27 - EAST BAY REGIONAL COMM SYSTEM AUTHORITY Total:					57,780.00
Vendor: EBM01 - EBMUD					
20576-100119	92300	10/18/2019	100-345-43102	2948 VON DOOLEN CT-IRRIGATION USE ONLY	52.46
26819-101819	92429	11/01/2019	100-345-43102	2501 Pfeiffer Way--Irrigation Use Only	146.22
32364-101519	92367	10/25/2019	100-345-43102	1267 ADOBE RD-HAZEL DOWNER-THORNTON PICNIC GROVE	107.39
32606-101519	92367	10/25/2019	100-345-43102	1270 ADOBE RD-CARETAKER'S SHED FOR PINOLE PARK	119.48
34462-101519	92367	10/25/2019	100-345-43102	3450 SAVAGE AVE-IRRIGATION USE ONLY	52.46
35474-102219	92429	11/01/2019	209-559-43102	2937 Pinole Valley Rd--Tennis Court Restrooms	63.72
35748-101519	92367	10/25/2019	209-553-43102	2454 SIMAS AVE-TINY TOTS	32.64
35748-101519	92367	10/25/2019	209-557-43102	2454 SIMAS AVE-TINY TOTS	1,055.29
53826-102219	92429	11/01/2019	310-348-47202	2677 Pinole Valley Rd--Irrigation Use Only	846.29
54181-101519	92367	10/25/2019	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	823.77
54182-101519	92367	10/25/2019	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	272.32
87765-101519	92367	10/25/2019	100-345-43102	2520 APPIAN WAY-IRRIGATION USE ONLY	226.54
88526-101519	92367	10/25/2019	100-345-43102	1470 FITZGERALD DR-IRRIGATION USE ONLY	146.22
EBM-BDO-01297	92430	11/01/2019	500-641-42401	FY20 BACWA MEMBERSHIP AND SPECIAL PROGRAM FEES	16,392.00
Vendor EBM01 - EBMUD Total:					20,336.80
Vendor: 1712 - ELSA ZAVALA					
101519	92368	10/25/2019	209-20308	PSC MAIN HALL RENTAL 10/12/19 DEPOSIT REFUND	250.00
Vendor 1712 - ELSA ZAVALA Total:					250.00
Vendor: VAL06 - ERIKS NORTH AMERICA, INC & Advanced Sealing Information					
FA023253	92369	10/25/2019	500-641-42107	PARTS- TP	490.41
FA023270	92369	10/25/2019	500-641-42107	PARTS- TP	162.48
FA023271	92369	10/25/2019	500-641-42107	PARTS- TP	1,148.14
Vendor VAL06 - ERIKS NORTH AMERICA, INC & Advanced Sealing Information Total:					1,801.03
Vendor: 1703 - EVERY SECOND COUNTS, LLC					
615	92301	10/18/2019	204-227-42514	Child Safety ID Kits-PD	260.00
Vendor 1703 - EVERY SECOND COUNTS, LLC Total:					260.00
Vendor: FAR01 - FARMER BROS. COFFEE					
69529946	92370	10/25/2019	209-552-43804	FOOD PROGRAM- SC	406.43
Vendor FAR01 - FARMER BROS. COFFEE Total:					406.43
Vendor: FIS01 - FISHER SCIENTIFIC					
7150505	92302	10/18/2019	500-641-44305	LAB SUPPLIES- TP	562.14

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7424623	92371	10/25/2019	500-641-44305	LAB SUPPLIES- TP	56.67
Vendor FIS01 - FISHER SCIENTIFIC Total:					618.81
Vendor: FOR02 - FORENSIC SERVICES DIVISION					
PINPD-1909	92431	11/01/2019	100-222-42101	ALCOHOL/TOXOLOGY SERVICES- PD	700.00
Vendor FOR02 - FORENSIC SERVICES DIVISION Total:					700.00
Vendor: FOS01 - FOSTER FLOW CONTROL					
19-3243	92432	11/01/2019	500-641-42107	PARTS- TP	4,291.04
Vendor FOS01 - FOSTER FLOW CONTROL Total:					4,291.04
Vendor: GAT07 - GATEWAY PINOLE VISTA, LLC					
NOV 2019	92303	10/18/2019	201-343-42513	NOV 19 1340 FITZGERALD DR. LEASE PAYMENT	100.00
Vendor GAT07 - GATEWAY PINOLE VISTA, LLC Total:					100.00
Vendor: GLO08 - GLOBALSTAR					
1000000010647903	92304	10/18/2019	525-118-43101	MONTHLY CHARGES	116.69
Vendor GLO08 - GLOBALSTAR Total:					116.69
Vendor: 1547 - GOLDEN OAK CONSTRUCTION					
19-0923	92305	10/18/2019	105-231-42101	STATION KITCHEN CABINETS- FD	5,825.44
19-0924	92305	10/18/2019	105-231-42101	STATION KITCHEN REMODEL- FD	2,710.00
Vendor 1547 - GOLDEN OAK CONSTRUCTION Total:					8,535.44
Vendor: GRA13 - GRAFIX SHOPPE					
130385	92306	10/18/2019	100-221-42107	SUPPLIES- PD	218.00
Vendor GRA13 - GRAFIX SHOPPE Total:					218.00
Vendor: GRE19 - GREEN VALLEY TRACTOR					
01-16404	92307	10/18/2019	100-345-42107	SUPPLIES/PARTS- PW	1,046.26
Vendor GRE19 - GREEN VALLEY TRACTOR Total:					1,046.26
Vendor: KEN14 - GREG KENNEDY RN					
76	92433	11/01/2019	100-231-42101	EMS CQJ DUTIES FOR THE MONTH OF SEP 2019	2,000.00
Vendor KEN14 - GREG KENNEDY RN Total:					2,000.00
Vendor: 1704 - GREGORY VALENTINE					
101819	92308	10/18/2019	100-000-31510	OVERPAYMENT OF BL R19-9795	45.00
Vendor 1704 - GREGORY VALENTINE Total:					45.00
Vendor: VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP					
9838150008	92309	10/18/2019	525-118-43101	PHONE/MONITORS 8/16-9/15/19- PD/FD	4,616.05
Vendor VER02 - GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP Total:					4,616.05
Vendor: HAC01 - HACH COMPANY					
11586155	92310	10/18/2019	500-641-44305	SUPPLIES- TP	56.79
11613184	92372	10/25/2019	500-641-44305	LAB SUPPLIES-TP	525.22
11661032	92310	10/18/2019	500-641-44305	SUPPLIES- TP	335.99
11662574	92310	10/18/2019	500-641-44305	SUPPLIES- TP	52.07
Vendor HAC01 - HACH COMPANY Total:					970.07
Vendor: HAR01 - HARRINGTON IND.PLASTICS					
006L3878	92373	10/25/2019	500-641-42107	PARTS- TP	337.76
Vendor HAR01 - HARRINGTON IND.PLASTICS Total:					337.76
Vendor: HDL01 - HDL COREN AND CONE					
0027210-IN	92434	11/01/2019	750-463-42101	Contract Services Property Tax Oct- Dec 2019	2,125.00
Vendor HDL01 - HDL COREN AND CONE Total:					2,125.00
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
NOV 2019	92311	10/18/2019	100-110-41002	DENTAL PREMIUMS FOR NOV 2019	581.32

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Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
NOV 2019	92311	10/18/2019	100-111-41002	DENTAL PREMIUMS FOR NOV 2019	133.72
NOV 2019	92311	10/18/2019	100-112-41002	DENTAL PREMIUMS FOR NOV 2019	156.94
NOV 2019	92311	10/18/2019	100-113-41002	DENTAL PREMIUMS FOR NOV 2019	62.18
NOV 2019	92311	10/18/2019	100-115-41002	DENTAL PREMIUMS FOR NOV 2019	470.82
NOV 2019	92311	10/18/2019	100-116-41002	DENTAL PREMIUMS FOR NOV 2019	219.12
NOV 2019	92311	10/18/2019	100-117-41002	DENTAL PREMIUMS FOR NOV 2019	219.12
NOV 2019	92311	10/18/2019	100-221-41002	DENTAL PREMIUMS FOR NOV 2019	156.94
NOV 2019	92311	10/18/2019	100-221-41002	DENTAL PREMIUMS FOR NOV 2019	1,863.46
NOV 2019	92311	10/18/2019	100-222-41002	DENTAL PREMIUMS FOR NOV 2019	352.84
NOV 2019	92311	10/18/2019	100-222-41002	DENTAL PREMIUMS FOR NOV 2019	133.72
NOV 2019	92311	10/18/2019	100-223-41002	DENTAL PREMIUMS FOR NOV 2019	1,757.82
NOV 2019	92311	10/18/2019	100-231-41002	DENTAL PREMIUMS FOR NOV 2019	1,388.96
NOV 2019	92311	10/18/2019	100-341-41002	DENTAL PREMIUMS FOR NOV 2019	447.60
NOV 2019	92311	10/18/2019	100-343-41002	DENTAL PREMIUMS FOR NOV 2019	1,075.36
NOV 2019	92311	10/18/2019	105-221-41002	DENTAL PREMIUMS FOR NOV 2019	823.66
NOV 2019	92311	10/18/2019	105-231-41002	DENTAL PREMIUMS FOR NOV 2019	133.72
NOV 2019	92311	10/18/2019	106-231-41002	DENTAL PREMIUMS FOR NOV 2019	156.94
NOV 2019	92311	10/18/2019	204-227-41002	DENTAL PREMIUMS FOR NOV 2019	313.88
NOV 2019	92311	10/18/2019	209-551-41002	DENTAL PREMIUMS FOR NOV 2019	156.94
NOV 2019	92311	10/18/2019	209-552-41002	DENTAL PREMIUMS FOR NOV 2019	124.36
NOV 2019	92311	10/18/2019	209-554-41002	DENTAL PREMIUMS FOR NOV 2019	156.94
NOV 2019	92311	10/18/2019	500-641-41002	DENTAL PREMIUMS FOR NOV 2019	1,287.00
NOV 2019	92311	10/18/2019	500-642-41002	DENTAL PREMIUMS FOR NOV 2019	281.30
NOV 2019	92311	10/18/2019	505-119-41002	DENTAL PREMIUMS FOR NOV 2019	156.94
NOV 2019	92311	10/18/2019	998-20105	DENTAL PREMIUMS FOR NOV 2019	438.24
NOV 2019	92311	10/18/2019	998-20105	DENTAL PREMIUMS FOR NOV 2019	62.20
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					13,112.04
Vendor: 1098 - HILLYARD, INC 603636318	92435	11/01/2019	209-552-43811	SANITARY SUPPLIES- SC	209.53
Vendor 1098 - HILLYARD, INC Total:					209.53
Vendor: 1711 - HOLLI GUILLEN 102119	92374	10/25/2019	209-20308	PSC MAIN HALL RENTAL 10/19/19 DEPOSIT REFUND	750.00
Vendor 1711 - HOLLI GUILLEN Total:					750.00
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE OCT 21 19	92436	11/01/2019	100-222-42108	OCT 2019 STMT PARTIAL PAYMENT	130.91

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OCT 21 19	92436	11/01/2019	100-343-42108	OCT 2019 STMT PARTIAL PAYMENT	247.34
OCT 21 19	92436	11/01/2019	100-343-42514	OCT 2019 STMT PARTIAL PAYMENT	56.21
OCT 21 19	92436	11/01/2019	100-345-42108	OCT 2019 STMT PARTIAL PAYMENT	153.52
OCT 21 19	92436	11/01/2019	209-553-42108	OCT 2019 STMT PARTIAL PAYMENT	97.52
OCT 21 19	92436	11/01/2019	500-641-42107	OCT 2019 STMT PARTIAL PAYMENT	268.79
Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:					954.29
Vendor: 1710 - HOPE GALLON					
101619	92375	10/25/2019	209-552-43807	REFUND FOR HOLIDAY CRAFT FAIR REGISTRATION	35.00
Vendor 1710 - HOPE GALLON Total:					35.00
Vendor: 1368 - INTERACTIVE RESOURCES, INC.					
181617	92437	11/01/2019	106-117-42101	FARIA HOUSE- SERVICE PERIOD: SEP 2019	6,201.15
Vendor 1368 - INTERACTIVE RESOURCES, INC. Total:					6,201.15
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X02162902	92376	10/25/2019	500-641-44305	DEIONIZATION/PORTABLE EXCH SERV 10/1- 10/31/19- TP	442.55
Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:					442.55
Vendor: 1285 - JACKSON LEWIS P.C.					
7411761	92377	10/25/2019	100-116-42102	General Advice and Counsel Services ending Sep 30	296.00
Vendor 1285 - JACKSON LEWIS P.C. Total:					296.00
Vendor: MEL05 - JAMES MELVIN					
NOV 2019	92378	10/25/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR NOV 19	135.50
Vendor MEL05 - JAMES MELVIN Total:					135.50
Vendor: ROS13 - JAMES W. ROSE					
NOV 19	92379	10/25/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR NOV 19	566.90
Vendor ROS13 - JAMES W. ROSE Total:					566.90
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
93975	92312	10/18/2019	209-552-42108	SEP/OCT 2019 MONTHLY JANITORIAL SERVICE- SC	810.00
94102	92438	11/01/2019	209-553-42108	NOV 2019 JANITORIAL SERVICES- TINY TOTS	377.00
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					1,187.00
Vendor: 1488 - JENNIFER WITSCHI					
101419	92313	10/18/2019	100-221-42302	PER DIEM AND HOTEL EXPENSES TO ATTEND THE CPTED	654.75
101419	92313	10/18/2019	100-221-42303	PER DIEM AND HOTEL EXPENSES TO ATTEND THE CPTED	225.00
Vendor 1488 - JENNIFER WITSCHI Total:					879.75
Vendor: MIS01 - JULIAN MISRA					
NOV 2019	92380	10/25/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR NOV 19	135.50
Vendor MIS01 - JULIAN MISRA Total:					135.50
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000028415	92314	10/18/2019	500-641-44302	SLUDGE TO LANFILL- TP	4,133.51
4212-000028503	92314	10/18/2019	500-641-44302	SLUDGE TO LANDFILL- TP	3,707.31
4212-000028554	92381	10/25/2019	500-641-44302	SLUDGE TO LANDFILL- TP	5,035.78
Vendor KEL09 - KELLER CANYON LANDFILL Total:					12,876.60

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Vendor: COP02 - KENETH COPPO					
NOV 2019	92382	10/25/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR NOV 19	1,230.95
Vendor COP02 - KENETH COPPO Total:					1,230.95
Vendor: KEN09 - KENNEDY AND ASSOCIATES, INC.					
19-220	92383	10/25/2019	212-462-42101	PROFESSIONAL SERVICES: 1479 SAN PABLO	2,361.50
19-221	92315	10/18/2019	207-344-42101	GI PLAN PROFESSIONAL SERVICES	2,344.75
Vendor KEN09 - KENNEDY AND ASSOCIATES, INC. Total:					4,706.25
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
08982	92316	10/18/2019	500-641-44303	ZETAG TOTE BAGS- TP	4,208.20
09030	92439	11/01/2019	500-641-44303	ZETAG TOTE- TP	11,923.25
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					16,131.45
Vendor: 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY					
S2034808.001	92317	10/18/2019	100-343-42108	SUPPLIES/PARTS- PW	76.07
S2050173.001	92384	10/25/2019	500-641-42107	SUPPLIES/PARTS- TP	223.35
Vendor 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY Total:					299.42
Vendor: BRU10 - LINDA BRUNS					
NOV 2019	92385	10/25/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR NOV 19	33.61
Vendor BRU10 - LINDA BRUNS Total:					33.61
Vendor: 1566 - MANAGEMENT PARTNERS, INC.					
INV07833	92318	10/18/2019	106-110-42101	COUNCIL TEAMBUILDING AND STRATEGIC PLANNING PROCES	16,800.00
Vendor 1566 - MANAGEMENT PARTNERS, INC. Total:					16,800.00
Vendor: MAN01 - MANNA FOODS, INC.					
922797	92386	10/25/2019	209-552-43804	LUNCH PROGRAM- SC	439.06
Vendor MAN01 - MANNA FOODS, INC. Total:					439.06
Vendor: DRA01 - MARY DRAZBA					
NOV 2019	92387	10/25/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR NOV 19	103.16
Vendor DRA01 - MARY DRAZBA Total:					103.16
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
17645774	92388	10/25/2019	500-641-42107	SUPPLIES/PARTS- TP	504.38
Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:					504.38
Vendor: MEY01 - MEYERS,NAVE,RIBACK,SILVER					
2019070191	92319	10/18/2019	100-114-42102	CITY ATTORNEY SERVICES	18,319.83
2019070191	92319	10/18/2019	106-114-42102	CITY ATTORNEY SERVICES	4,671.00
2019070193	92319	10/18/2019	100-114-42102	CITY COUNCIL MEETINGS	1,750.00
2019070194	92319	10/18/2019	100-114-42102	PUBLIC RECORDS ACT	7,215.00
2019070195	92319	10/18/2019	100-114-42102	RISK MANAGEMENT	290.00
2019070196	92319	10/18/2019	100-114-42102	PINOLE SQUARE SHOPPING CENTER- CR	158.00
2019070197	92319	10/18/2019	100-114-42102	PINOLE SHORES II- CR	2,054.00
2019070198	92319	10/18/2019	100-114-42102	MAKING WAVES ACADEMY- CR	2,589.00
2019070199	92319	10/18/2019	100-114-42102	FINANCE- ANNUAL AUDIT LETTERS	116.00
2019070200	92319	10/18/2019	100-114-42102	GENERAL SERVICES- PUBLIC WORKS	1,398.00
2019070201	92319	10/18/2019	100-114-42102	INTEGRATED WAST MANAGEMENT JPA ISSUES	434.50
2019070202	92319	10/18/2019	100-114-42102	PUBLIC WORKS- NON-ROUTINE PROJECTS	1,148.50
2019070203	92319	10/18/2019	100-114-42102	CLAIM AGAINST PG&E FOR DELAYS TO PROJECT CONTRACTI	1,908.50
2019070204	92319	10/18/2019	100-114-42102	GENERAL SERVICES- CITY CLERK	174.00

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2019070205	92319	10/18/2019	100-114-42102	GENERAL SERVICES- CITY ATTORNEY MISCELLANEOUS	2,011.50
2019070206	92319	10/18/2019	100-114-42102	PINOLE, CITY OF- GENERAL MATTERS- WATER POLLUTION	118.50
2019070207	92319	10/18/2019	100-114-42102	GENERAL SERVICES- POLICE	1,493.00
2019070210	92319	10/18/2019	100-114-42102	GENERAL SERVICES- COMMUNITY DEVELOPMENT	6,430.25
2019070211	92319	10/18/2019	100-114-42102	GENERAL SERVICES- FIRE	2,668.00
2019070212	92319	10/18/2019	100-114-42102	SUCCESSOR AGENCY- ADMINISTRATIVE MATTERS	770.50
2019070213	92319	10/18/2019	100-114-42102	HOUSING SUCCESSOR- RDA AFFORDABLE HOUSING COVENANT	942.50
2019080195	92319	10/18/2019	100-114-42102	CITY COUNCIL MEETINGS	875.00
2019080196	92319	10/18/2019	100-114-42102	PUBLIC RECORDS ACT REQUESTS	1,276.00
2019080197	92319	10/18/2019	100-114-42102	RISK MANAGEMENT	870.00
2019080198	92319	10/18/2019	100-114-42102	SALE OF PINOLE SENIOR VILLAGE- CR	152.00
2019080199	92319	10/18/2019	100-114-42102	PINOLE SHORES II- CR	4,285.00
2019080200	92319	10/18/2019	100-114-42102	BALLOT MEASURE- FIRE SAFETY PARCEL TAX	3,663.19
2019080201	92319	10/18/2019	100-114-42102	MAKING WAVES ACADEMY- CR	3,594.00
2019080202	92319	10/18/2019	100-114-46126	GENERAL SERVICES- PUBLIC WORKS	319.00
2019080203	92319	10/18/2019	100-114-46126	PUBLIC WORKS- NON-ROUTINE PROJECTS	636.30
2019080204	92319	10/18/2019	100-114-46126	CLAIM AGAINST PG&E FOR DELAYS TO PROJECT CONSTRUCT	3,657.00
2019080205	92319	10/18/2019	100-114-42102	GENERAL SERVICES- CITY CLERK	116.00
2019080206	92319	10/18/2019	100-114-42102	GENERAL SERVICES- CITY ATTORNEY MISCELLANEOUS	852.00
2019080207	92319	10/18/2019	100-114-42102	PINOLE, CITY OF- GENERAL MATTERS- WATER POLLUTION	276.50
2019080208	92319	10/18/2019	100-114-42102	GENERAL SERVICES- POLICE	116.00
2019080209	92319	10/18/2019	100-114-42102	GENERAL SERVICES- LABOR AND EMPLOYMENT	377.00
2019080210	92319	10/18/2019	100-114-42102	SENIOR CENTER INVESTIGATION	14,697.55
2019080211	92319	10/18/2019	100-114-42102	GENERAL SERVICES- CODE ENFORCEMENT	116.00
2019080212	92319	10/18/2019	100-114-42102	GENERAL SERVICES- COMMUNITY DEVELOPMENT	3,019.00
2019080213	92319	10/18/2019	100-114-42102	GENERAL SERVICES- FIRE	1,247.00
2019080214	92319	10/18/2019	100-114-42102	GENERAL SERVICES- RECREATIONAL	1,150.00
2019080215	92319	10/18/2019	100-114-42102	SUCCESSOR AGENCY- ADMINISTRATIVE MATTERS	260.00
2019080216	92319	10/18/2019	100-114-42102	HOUSING SUCCESSOR- RDA AFFORDABLE HOUSING COVENANT	97.50
2019080218	92319	10/18/2019	100-114-42102	CITY ATTORNEY SERVICES	26,442.95
2019080218	92319	10/18/2019	106-114-42102	CITY ATTORNEY SERVICES	5,103.00
Vendor MEY01 - MEYERS, NAVE, RIBACK, SILVER Total:					129,858.57
Vendor: 1311 - M-GROUP					
1001356	92389	10/25/2019	212-461-42101	Professional Planning Services through 8/31/19	10,493.75
1001380	92322	10/18/2019	212-461-42101	PROFESSIONAL SERVICES THROUGH 9/30/19- PLANNING	7,992.50
Vendor 1311 - M-GROUP Total:					18,486.25

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Vendor: 1705 - MICHAEL ANTHONY VILA					
019-006	92323	10/18/2019	106-345-47203	AIG DOCUMENT G7025 Fernandez Park Restrooms	70,315.57
Vendor 1705 - MICHAEL ANTHONY VILA Total:					70,315.57
Vendor: ROG02 - MILES ROGERS					
NOV 2019	92390	10/25/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR NOV 19	437.73
Vendor ROG02 - MILES ROGERS Total:					437.73
Vendor: MOO12 - MOORE K-9 SERVICES, INC.					
9-2019	92324	10/18/2019	100-221-42514	Police Service Dog Maintenance Training- pd	800.00
Vendor MOO12 - MOORE K-9 SERVICES, INC. Total:					800.00
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
A091912	92392	10/25/2019	100-341-46201	Unmet Liability Deductible Sep 2019- PW	628.85
M2012-1	92391	10/25/2019	100-110-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	1,520.59
M2012-1	92391	10/25/2019	100-111-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	7,553.12
M2012-1	92391	10/25/2019	100-112-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	4,564.86
M2012-1	92391	10/25/2019	100-113-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	88.15
M2012-1	92391	10/25/2019	100-115-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	11,590.78
M2012-1	92391	10/25/2019	100-116-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	9,391.52
M2012-1	92391	10/25/2019	100-117-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	2,500.00
M2012-1	92391	10/25/2019	100-221-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	66,981.51
M2012-1	92391	10/25/2019	100-222-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	8,331.43
M2012-1	92391	10/25/2019	100-223-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	27,251.04
M2012-1	92391	10/25/2019	100-231-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	39,210.91
M2012-1	92391	10/25/2019	100-341-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	13,324.52
M2012-1	92391	10/25/2019	100-343-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	15,525.69
M2012-1	92391	10/25/2019	100-465-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	2,261.55
M2012-1	92391	10/25/2019	105-221-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	19,464.83
M2012-1	92391	10/25/2019	105-231-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	7,672.95
M2012-1	92391	10/25/2019	106-231-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	6,179.18
M2012-1	92391	10/25/2019	204-227-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	6,154.50
M2012-1	92391	10/25/2019	205-227-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	183.35
M2012-1	92391	10/25/2019	209-551-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	2,294.61
M2012-1	92391	10/25/2019	209-552-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	4,585.48
M2012-1	92391	10/25/2019	209-553-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	2,432.42
M2012-1	92391	10/25/2019	209-554-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	4,542.27
M2012-1	92391	10/25/2019	212-461-41009	INSURANCE PREMIUMS FY 2019- 20 2ND INSTALLMENT	4,194.54

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M2012-1	92391	10/25/2019	212-462-41009	INSURANCE PREMIUMS FY 2019-20 2ND INSTALLMENT	6,090.77
M2012-1	92391	10/25/2019	317-345-41009	INSURANCE PREMIUMS FY 2019-20 2ND INSTALLMENT	351.43
M2012-1	92391	10/25/2019	500-641-41009	INSURANCE PREMIUMS FY 2019-20 2ND INSTALLMENT	24,693.28
M2012-1	92391	10/25/2019	500-642-41009	INSURANCE PREMIUMS FY 2019-20 2ND INSTALLMENT	7,009.06
M2012-1	92391	10/25/2019	505-119-41009	INSURANCE PREMIUMS FY 2019-20 2ND INSTALLMENT	6,049.66
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					312,622.85
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1329578	92393	10/25/2019	100-221-41008	DISABILITY INSURANCE PREMIUMS	623.70
1329578	92393	10/25/2019	100-223-41008	DISABILITY INSURANCE PREMIUMS	258.00
1329578	92393	10/25/2019	105-221-41008	DISABILITY INSURANCE PREMIUMS	59.40
1329578	92393	10/25/2019	204-227-41008	DISABILITY INSURANCE PREMIUMS	59.40
Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:					1,000.50
Vendor: 1036 - NANCY VOISEY					
NOV 2019	92394	10/25/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR NOV 19	351.82
Vendor 1036 - NANCY VOISEY Total:					351.82
Vendor: 1708 - NUTRIENT AG SOLUTIONS, INC.					
40608330	92395	10/25/2019	100-343-42108	SUPPLIES- PW	2,395.70
40608330	92395	10/25/2019	100-345-42108	SUPPLIES- PW	2,545.70
Vendor 1708 - NUTRIENT AG SOLUTIONS, INC. Total:					4,941.40
Vendor: O'R01 - O'REILLY AUTOMOTIVE, INC					
SEP 28 19	92440	11/01/2019	100-221-42107	SEP STMT FULL PAYMENT	166.46
SEP 28 19	92440	11/01/2019	100-231-42107	SEP STMT FULL PAYMENT	78.02
SEP 28 19	92440	11/01/2019	100-343-42107	SEP STMT FULL PAYMENT	109.38
Vendor O'R01 - O'REILLY AUTOMOTIVE, INC Total:					353.86
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
SK05793NB19	92441	11/01/2019	209-554-42108	MAINTENANCE YOUTH CENTER	185.66
SK65465NB19	92441	11/01/2019	100-343-42108	MAINTENANCE CITY HALL	109.55
SK65542NB19	92441	11/01/2019	100-343-42108	MAINTENANCE CITY OF PINOLE	109.50
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					404.71
Vendor: 1555 - OWEN EQUIPMENT					
00047141	92325	10/18/2019	207-344-42107	PARTS- PW	1,360.68
Vendor 1555 - OWEN EQUIPMENT Total:					1,360.68
Vendor: PAC41 - PACIFIC ECORISK					
15858	92326	10/18/2019	500-641-44305	NPDES TOXICITY TESTING- TP	1,046.00
Vendor PAC41 - PACIFIC ECORISK Total:					1,046.00
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
53318	92327	10/18/2019	100-222-42108	MONTHLY LANDSCAPE MAINTENANCE	122.50
53318	92327	10/18/2019	100-231-42108	MONTHLY LANDSCAPE MAINTENANCE	327.50
53318	92327	10/18/2019	100-343-42108	MONTHLY LANDSCAPE MAINTENANCE	174.40
53318	92327	10/18/2019	100-345-42108	MONTHLY LANDSCAPE MAINTENANCE	5,619.33
53318	92327	10/18/2019	200-342-42108	MONTHLY LANDSCAPE MAINTENANCE	326.00
53318	92327	10/18/2019	201-343-42108	MONTHLY LANDSCAPE MAINTENANCE	532.60
53318	92327	10/18/2019	209-552-42108	MONTHLY LANDSCAPE MAINTENANCE	198.00

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53318	92327	10/18/2019	209-553-42108	MONTHLY LANDSCAPE MAINTENANCE	206.00
53318	92327	10/18/2019	209-557-42108	MONTHLY LANDSCAPE MAINTENANCE	206.00
53318	92327	10/18/2019	310-347-42108	MONTHLY LANDSCAPE MAINTENANCE	60.00
53318	92327	10/18/2019	310-348-42108	MONTHLY LANDSCAPE MAINTENANCE	65.00
53363	92327	10/18/2019	100-343-42108	BACKFLOW REPAIR- PW	625.00
Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:					8,462.33
Vendor: ATH02 - PATRICIA ATHENOUR					
NOV 2019	92396	10/25/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR NOV 19	202.00
Vendor ATH02 - PATRICIA ATHENOUR Total:					202.00
Vendor: CLA17 - PAUL CLANCY					
NOV 2019	92397	10/25/2019	100-117-41101	RETIREE MEDICAL REIMBURSEMENT FOR NOV 19	352.33
Vendor CLA17 - PAUL CLANCY Total:					352.33
Vendor: MUR01 - PETER MURRAY					
100919	92328	10/18/2019	100-110-42514	REIMBURSEMENT FOR 2019 COASTAL CLEANUP	156.76
100919	92328	10/18/2019	722-20436	REIMBURSEMENT FOR 2019 COASTAL CLEANUP	437.77
Vendor MUR01 - PETER MURRAY Total:					594.53
Vendor: 1707 - PETERSON POWER SYSTEMS, INC					
PC240034498	92398	10/25/2019	500-641-42107	PARTS- TP	203.80
Vendor 1707 - PETERSON POWER SYSTEMS, INC Total:					203.80
Vendor: PGE01 - PG&E					
OCT 03 19-0887	92329	10/18/2019	200-342-43103	PINON AVE & SAN PABLO AVE TRAFFIC SIGNAL	59.72
OCT 03 19-2182	92329	10/18/2019	200-342-43103	OAKRIDGE/SAN PABLO AVE TRAFFIC SIGNAL	59.94
OCT 08 19-3834	92329	10/18/2019	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	34.29
OCT 10 19-1801	92329	10/18/2019	209-553-43103	2454 SIMAS AVE REC CTR & POOL	31.48
OCT 11 19-0498	92329	10/18/2019	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	559.85
OCT 11 19-4157	92399	10/25/2019	100-222-43103	809 CITY HALL	17.64
OCT 11 19-6043	92329	10/18/2019	100-231-43103	3790 PINOLE VALLEY RD	25.60
OCT 11 19-8517	92329	10/18/2019	500-642-43103	FRT OF 3490 SAVAGE AVE PUMP FOR SEWER	10.20
OCT 13 19-0883	92399	10/25/2019	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	653.09
OCT 13 19-0883	92399	10/25/2019	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	130.62
OCT 13 19-0883	92399	10/25/2019	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	522.47
OCT 13 19-1156	92399	10/25/2019	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	18.59
OCT 13 19-1156	92399	10/25/2019	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	27.89
OCT 13 19-1462	92399	10/25/2019	209-552-43103	2500 CHARLES ST SENIOR CENTER	202.44
OCT 13 19-7186	92399	10/25/2019	209-558-43103	601 TENNENT AVE PUBLIC MEETING HALL	7.85
OCT 13 19-8716	92399	10/25/2019	500-641-43103	SEWAGE PLNT-FT OF TENNENT	1,489.58
OCT 14 19-3029	92399	10/25/2019	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	79.45
OCT 16 19-5137	92399	10/25/2019	209-557-43103	2450 SIMAS AVE SWIM CTR	770.23
OCT 17 19-0081	92399	10/25/2019	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	65.54

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OCT 17 19-0209	92399	10/25/2019	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	69.54
OCT 17 19-0217	92399	10/25/2019	100-345-43103	TENNENT & PARK ST CLUB HOUSE	21.46
OCT 17 19-0813	92399	10/25/2019	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	42.02
OCT 17 19-0923	92399	10/25/2019	100-110-43103	2131 PEAR ST	112.09
OCT 17 19-0923	92399	10/25/2019	100-111-43103	2131 PEAR ST	147.48
OCT 17 19-0923	92399	10/25/2019	100-112-43103	2131 PEAR ST	162.24
OCT 17 19-0923	92399	10/25/2019	100-115-43103	2131 PEAR ST	404.11
OCT 17 19-0923	92399	10/25/2019	100-116-43103	2131 PEAR ST	117.99
OCT 17 19-0923	92399	10/25/2019	100-117-43103	2131 PEAR ST	1,312.61
OCT 17 19-0923	92399	10/25/2019	100-343-43103	2131 PEAR ST	2,445.29
OCT 17 19-0923	92399	10/25/2019	200-342-43103	2131 PEAR ST	427.71
OCT 17 19-0923	92399	10/25/2019	212-461-43103	2131 PEAR ST	176.98
OCT 17 19-0923	92399	10/25/2019	212-462-43103	2131 PEAR ST	445.40
OCT 17 19-0923	92399	10/25/2019	285-464-43103	2131 PEAR ST	147.48
OCT 17 19-2506	92399	10/25/2019	215-341-43103	701 Pinon/2489 San Pablo-Electric CHGS	39.72
OCT 17 19-2969	92399	10/25/2019	201-343-43103	600 Tennent Ave-Blackies Storage	19.06
OCT 17 19-3311	92399	10/25/2019	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	99.06
OCT 17 19-3537	92399	10/25/2019	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	73.22
OCT 17 19-3850	92399	10/25/2019	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	108.44
OCT 17 19-3914	92399	10/25/2019	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	401.15
OCT 17 19-4065	92399	10/25/2019	209-559-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	236.18
OCT 17 19-4193	92399	10/25/2019	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	49.10
OCT 17 19-4368	92399	10/25/2019	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	107.62
OCT 17 19-4612	92399	10/25/2019	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	44.54
OCT 17 19-5274	92399	10/25/2019	201-343-43103	2361 SAN PABLO AVE OLD BANK BUILDING	38.59
OCT 17 19-5374	92399	10/25/2019	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	78.17
OCT 17 19-6969	92399	10/25/2019	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	83.12
OCT 17 19-7114	92399	10/25/2019	200-342-43103	2429 SAN PABLO AVE	48.08
OCT 17 19-7509	92399	10/25/2019	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	46.05
OCT 17 19-7964	92399	10/25/2019	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	10.32
OCT 17 19-8086	92399	10/25/2019	200-342-43103	N/S BORDER CITY OF PINOLE	97.65
OCT 17 19-9824	92399	10/25/2019	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	94.42
OCT 17 19-9985	92399	10/25/2019	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	137.44
OCT 18 19-0466	92442	11/01/2019	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	42.16
OCT 18 19-0466	92442	11/01/2019	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	63.23
OCT 18 19-2615	92442	11/01/2019	100-345-43103	S/E CORNER OF ROGERS & NOB HILL SPRINKLER SYSTEM	10.18
OCT 18 19-2793	92442	11/01/2019	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	74.60
OCT 18 19-5127	92442	11/01/2019	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	108.50

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OCT 18 19-5387	92442	11/01/2019	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	40.56
OCT 21 19-1121	92442	11/01/2019	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	65.70
OCT 21 19-1233	92442	11/01/2019	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	85.81
OCT 21 19-2620	92442	11/01/2019	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	77.77
OCT 21 19-8687	92442	11/01/2019	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	82.20
OCT 25 19-8511	92442	11/01/2019	100-345-43103	W/S PINOLE SHORES DR-SPRINKLER CONTROLLER	12.05
OCT 25 19-9929	92442	11/01/2019	201-343-43103	790 PINOLE SHORES DR-NEW METAL BUILDING	57.51
SEP 30 19-6521	92329	10/18/2019	200-342-43103	IFO 971 SAN PABLO AVE-TRAFFIC SIGNAL CONTROL	100.93
Vendor PGE01 - PG&E Total:					13,432.00
Vendor: JAR01 - PINOLE GOODYEAR					
OCT 25 19-1328	92443	11/01/2019	100-221-42107	MONTHLY STMT FULL PAYMENT	190.21
SEP 25 19-1328	92402	10/25/2019	100-221-42107	MONTHLY STMT FULL PAYMENT	1,303.42
SEP 25 19-1328	92402	10/25/2019	100-222-42107	MONTHLY STMT FULL PAYMENT	35.46
SEP 25 19-1328	92402	10/25/2019	100-343-42107	MONTHLY STMT FULL PAYMENT	101.01
Vendor JAR01 - PINOLE GOODYEAR Total:					1,630.10
Vendor: 1701 - POLICE SOCIAL MEDIA ACADEMY					
101419	92330	10/18/2019	100-221-42301	REGISTRATION FEE TO ATTEND ACADEMY	425.00
Vendor 1701 - POLICE SOCIAL MEDIA ACADEMY Total:					425.00
Vendor: 1009 - PRECISION IT CONSULTING					
10205	92331	10/18/2019	525-118-42107	DELL MONITOR	251.52
10224	92331	10/18/2019	525-118-42101	AGREEMENT PRECISION 360 GOLD NOV 2019	13,495.00
10295	92444	11/01/2019	525-118-42101	DEPLOY 7 NEW UPS'S TO CH AND SEFTY BUILDING	1,000.00
Vendor 1009 - PRECISION IT CONSULTING Total:					14,746.52
Vendor: R&S01 - R & S ERECTION OF RICHMOND, INC.					
96606C	92332	10/18/2019	100-231-42108	TIME/MATERIAL/SERVICE- FD	240.00
Vendor R&S01 - R & S ERECTION OF RICHMOND, INC. Total:					240.00
Vendor: RAN06 - RANEY PLANNING & MANAGEMENT, INC.					
1937E-5	92403	10/25/2019	212-20340	Pinole Square Redevelopment Labor for Sep 2019	7,452.75
1940E-5	92403	10/25/2019	212-461-42101	Extra Space Storage Labor Sep 2019	1,060.00
Vendor RAN06 - RANEY PLANNING & MANAGEMENT, INC. Total:					8,512.75
Vendor: ROS08 - RSG, INC.					
I005217	92404	10/25/2019	285-464-42101	Affordalbe Housing RFP and Developer Selection	135.00
I005218	92404	10/25/2019	285-464-42101	Compliance Monitoring- Year 3	423.75
Vendor ROS08 - RSG, INC. Total:					558.75
Vendor: J&O01 - RUBBER DUST INC.					
125257	92333	10/18/2019	500-641-42107	STERLING DUMP TRUCK- TP	612.49
126008	92445	11/01/2019	500-642-42107	TRUCK REPAIRS- PW	590.83
Vendor J&O01 - RUBBER DUST INC. Total:					1,203.32
Vendor: 1204 - S & L BODY AND FRAME					
266	92334	10/18/2019	100-221-42107	WASHING PATROL CARS SEP/OCT 19- PD	850.00
Vendor 1204 - S & L BODY AND FRAME Total:					850.00

WAI LISTING

Payment Dates: 10/12/2019 - 11/01/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1679 - SAFE BUILT, LLC					
PIN-190930	92335	10/18/2019	100-231-34115	MODIFY EXISTING FIRE ALARM-PANEL UPGRADE BLDG A	450.00
Vendor 1679 - SAFE BUILT, LLC Total:					450.00
Vendor: 1715 - SALVADOR SANCHEZ					
102919	92446	11/01/2019	209-20308	PSC MAIN HALL RENTAL DEPOSIT 10/26/19 REFUND	750.00
Vendor 1715 - SALVADOR SANCHEZ Total:					750.00
Vendor: SEC01 - SECRETARY OF STATE					
101419	92336	10/18/2019	100-221-42301	CALIFORNIA NOTARY PUBLIC EXAM FEE- PD	40.00
Vendor SEC01 - SECRETARY OF STATE Total:					40.00
Vendor: 1714 - SHERRI D. LEWIS					
PC01PINOLE-FY19/20	92447	11/01/2019	212-461-42101	MINUTES FOR PLANNING COMMISSION MEETING	525.00
PC02PINOLE-FY19/20	92447	11/01/2019	212-461-42101	MINUTES FOR PLANNING COMMISSION MEETING	450.00
Vendor 1714 - SHERRI D. LEWIS Total:					975.00
Vendor: SHR02 - SHRED DEFENSE INC					
27948	92448	11/01/2019	100-222-42101	On Site Pulverization Services-PD	161.20
Vendor SHR02 - SHRED DEFENSE INC Total:					161.20
Vendor: SQU00 - SQUARE DEAL GARAGE					
29443	92405	10/25/2019	100-221-42107	VEHICLE MAINTENANCE- PD	91.35
29522	92449	11/01/2019	100-221-42107	VEHICLE MAINTENANCE- PD	135.00
Vendor SQU00 - SQUARE DEAL GARAGE Total:					226.35
Vendor: STA56 - STAILING S&S RV REPAIRS					
6229-802	92406	10/25/2019	100-221-42107	REPAIR SIREN BOX AND REPLACE FUSES- PD	110.00
6230-807	92406	10/25/2019	100-221-42107	CK FOR POWER LOSE TO CONSOLE/REPLACE BRAKE PADS-PD	276.37
Vendor STA56 - STAILING S&S RV REPAIRS Total:					386.37
Vendor: 1667 - SUNCOAST AWNING, LLC					
2415	92337	10/18/2019	722-20431	Fixed Awning and Installation-PD	1,162.67
Vendor 1667 - SUNCOAST AWNING, LLC Total:					1,162.67
Vendor: DOD02 - SUSAN BOYLE DODGE					
101619	92407	10/25/2019	209-552-43802	CWLD MONDAY NIGHT- SC	173.60
Vendor DOD02 - SUSAN BOYLE DODGE Total:					173.60
Vendor: TAR07 - TARGET SOLUTIONS LEARNING, LLC					
TSINV00000031566	92450	11/01/2019	100-231-42106	PREMIER MEMBERSHIP/ADMINISTRATOR/ MAINTENANCE FEE	1,644.00
Vendor TAR07 - TARGET SOLUTIONS LEARNING, LLC Total:					1,644.00
Vendor: TOD01 - TED TODD					
19-004	92338	10/18/2019	100-221-42101	Pre-Employment Polygraph Examination- PD	350.00
Vendor TOD01 - TED TODD Total:					350.00
Vendor: 1702 - TELEFLEX LLC					
9501711625	92339	10/18/2019	100-231-42104	PARAMEDIC SUPPLIES- FD	328.51
9501711626	92339	10/18/2019	100-231-42104	PARAMEDIC SUPPLIES- FD	2,417.15
Vendor 1702 - TELEFLEX LLC Total:					2,745.66
Vendor: CPC01 - THE CALIFORNIA PEACE OFFICERS' ASSOCIATION					
198690	92409	10/25/2019	100-221-42401	MEMBERSHIP DUES- PD	125.00
Vendor CPC01 - THE CALIFORNIA PEACE OFFICERS' ASSOCIATION Total:					125.00

WAR LISTING

Payment Dates: 10/12/2019 - 11/01/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1229 - TINA OJEDA-WILLIS					
101419	92340	10/18/2019	100-223-42302	PER DIEM TO ATTEND PSPSA 2019 ANNUAL CONFERENCE	636.00
101419	92340	10/18/2019	100-223-42303	PER DIEM TO ATTEND PSPSA 2019 ANNUAL CONFERENCE	180.00
Vendor 1229 - TINA OJEDA-WILLIS Total:					816.00
Vendor: TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA					
263397-201909-1	92341	10/18/2019	525-118-42510	TLO SUBSCRIPTION PERIOD 9/01- 9/30/19- IT	65.60
Vendor TRA20 - TRANSUNION RISK AND ALTERNATIVE DATA Total:					65.60
Vendor: UNI38 - UNIVAR USA INC					
SI965447	92342	10/18/2019	500-641-44303	CHEMICALS- TP	6,187.34
SI967483	92410	10/25/2019	500-641-44303	CHEMICALS- TP	3,468.76
SI968129	92451	11/01/2019	500-641-44303	CHEMICALS- TP	6,245.90
Vendor UNI38 - UNIVAR USA INC Total:					15,902.00
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
249627	92411	10/25/2019	100-343-42108	SANITARY SUPPLIES- CORP YARD	173.55
249730	92411	10/25/2019	209-554-42108	SANITARY SUPPLIES- YOUTH CENTER	211.41
250240	92411	10/25/2019	100-343-42514	SANITARY SUPPLIES- CORP YARD	191.44
250661	92411	10/25/2019	209-554-42108	SANITARY SUPPLIES- YOUTH CENTER	93.76
250683	92411	10/25/2019	100-343-42108	SANITARY SUPPLIES- CITY HALL	172.96
250685	92411	10/25/2019	100-343-42108	SANITARY SUPPLIES- CORP YARD	473.95
250696	92411	10/25/2019	100-222-42108	SANITARY SUPPLIES- PD	172.96
468249	92411	10/25/2019	100-343-42108	SEP 2019 JANITORIAL SERVICES- CITY HALL	1,039.00
468250	92411	10/25/2019	100-222-42108	SEP 2019 JANITORIAL SERVICES- PD/SAFETY BLDG	1,141.50
468250	92411	10/25/2019	100-223-42108	SEP 2019 JANITORIAL SERVICES- PD/SAFETY BLDG	1,141.50
468256	92343	10/18/2019	500-641-42108	SEP 2019 JANITORIAL SERVICES- TP 11 TENNENT	493.00
468767	92411	10/25/2019	209-557-42108	SEP 2019 JANITORIAL SERVICES- SWIM CENTER	477.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					5,782.03
Vendor: USB06 - US BANK CORPORATE PMN'T.SYSTEM					
OCT 22 19	92452	11/01/2019	100-20018	MONTHLY STMT FULL PAYMENT	18,411.82
Vendor USB06 - US BANK CORPORATE PMN'T.SYSTEM Total:					18,411.82
Vendor: VIS01 - VISION SERVICE PLAN					
807726992	92412	10/25/2019	100-110-41003	VISION PREMIUMS FOR NOV 2019	74.44
807726992	92412	10/25/2019	100-111-41003	VISION PREMIUMS FOR NOV 2019	18.61
807726992	92412	10/25/2019	100-112-41003	VISION PREMIUMS FOR NOV 2019	18.61
807726992	92412	10/25/2019	100-113-41003	VISION PREMIUMS FOR NOV 2019	18.61
807726992	92412	10/25/2019	100-115-41003	VISION PREMIUMS FOR NOV 2019	55.83
807726992	92412	10/25/2019	100-116-41003	VISION PREMIUMS FOR NOV 2019	37.22
807726992	92412	10/25/2019	100-117-41003	VISION PREMIUMS FOR NOV 2019	18.61
807726992	92412	10/25/2019	100-221-41003	VISION PREMIUMS FOR NOV 2019	390.81
807726992	92412	10/25/2019	100-222-41003	VISION PREMIUMS FOR NOV 2019	74.44

WAF LISTING

Payment Dates: 10/12/2019 - 11/01/2019

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
807726992	92412	10/25/2019	100-223-41003	VISION PREMIUMS FOR NOV 2019	241.93
807726992	92412	10/25/2019	100-231-41003	VISION PREMIUMS FOR NOV 2019	204.71
807726992	92412	10/25/2019	100-341-41003	VISION PREMIUMS FOR NOV 2019	55.83
807726992	92412	10/25/2019	100-343-41003	VISION PREMIUMS FOR NOV 2019	93.05
807726992	92412	10/25/2019	105-221-41003	VISION PREMIUMS FOR NOV 2019	55.83
807726992	92412	10/25/2019	105-231-41003	VISION PREMIUMS FOR NOV 2019	18.61
807726992	92412	10/25/2019	106-231-41003	VISION PREMIUMS FOR NOV 2019	18.61
807726992	92412	10/25/2019	204-227-41003	VISION PREMIUMS FOR NOV 2019	37.22
807726992	92412	10/25/2019	209-551-41003	VISION PREMIUMS FOR NOV 2019	18.61
807726992	92412	10/25/2019	209-552-41003	VISION PREMIUMS FOR NOV 2019	37.22
807726992	92412	10/25/2019	209-554-41003	VISION PREMIUMS FOR NOV 2019	18.61
807726992	92412	10/25/2019	212-462-41003	VISION PREMIUMS FOR NOV 2019	55.83
807726992	92412	10/25/2019	500-641-41003	VISION PREMIUMS FOR NOV 2019	186.10
807726992	92412	10/25/2019	500-642-41003	VISION PREMIUMS FOR NOV 2019	93.05
807726992	92412	10/25/2019	505-119-41003	VISION PREMIUMS FOR NOV 2019	37.22
807726992	92412	10/25/2019	998-20106	VISION PREMIUMS FOR NOV 2019	93.05
Vendor VIS01 - VISION SERVICE PLAN Total:					1,972.66
Vendor: VWR01 - VWR INTERNATIONAL, LLC.					
8087888568	92413	10/25/2019	500-641-44305	LAB SUPPLIES- TP	227.91
Vendor VWR01 - VWR INTERNATIONAL, LLC. Total:					227.91
Vendor: WES01 - WESTERN EXTERMINATOR CO.					
SEP 30 19-11 TENNENT	92414	10/25/2019	500-641-42108	PEST CTRL SVCS FOR 11 TENNENT--CORP YARD	69.00
SEP 30 19-SC	92414	10/25/2019	209-552-42108	PEST CTRL SVCS FOR 2500 CHARLES ST-SNR CTR	71.00
Vendor WES01 - WESTERN EXTERMINATOR CO. Total:					140.00
Vendor: 1520 - WEX BANK					
61690649	92344	10/18/2019	100-221-44301	FUEL PURCHASES- PD	202.81
Vendor 1520 - WEX BANK Total:					202.81
Vendor: XER01 - XEROX CORPORATION					
098005923	92345	10/18/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- CITY HALL FL 2	959.55
098005924	92345	10/18/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- FD	77.72
098005925	92345	10/18/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- COPR YARD	235.17
098005928	92345	10/18/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- WPCP	239.40
098005929	92345	10/18/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- 880 TENNENT AVE	439.59
098096565	92345	10/18/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- PD	454.50
098280537	92345	10/18/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- CITY HALL 1ST FL	533.37
098280538	92345	10/18/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- SENIOR CENTER	368.40

WAF LISTING

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
098280540	92345	10/18/2019	525-118-42107	EQUIPMENT/MAINTENANCE/SU PPLY- YOUTH CENTER	243.04
Vendor XER01 - XEROX CORPORATION Total:					3,550.74
Grand Total:					959,246.36

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	557,614.00
105 - Measure S -2006	36,764.44
106 - MEASURE S-2014	109,942.95
200 - Gas Tax Fund	2,063.21
201 - Restricted Real Estate Maintenance Fund	1,012.86
204 - Police Grants	6,825.00
205 - Traffic Safety Fund	183.35
207 - NPDES Storm Water Fund	3,705.43
209 - Recreation Fund	26,784.84
212 - Building & Planning	56,365.13
215 - Measure C and J Fund	280.71
285 - Housing Land Held for Resale	706.23
310 - Lighting & Landscape Districts	1,823.17
317 - Pinole Valley Caretaker Fund	351.43
500 - Sewer Enterprise Fund	111,943.16
505 - Cable Access TV	6,334.94
525 - Information Systems	32,226.58
722 - Community Assistance Program	1,600.44
750 - Recognized Obligation Retirement Fund	2,125.00
998 - Payroll Clearing	593.49
Grand Total:	959,246.36

Account Summary

Account Number	Account Name	Payment Amount
100-000-31510	Other Tax/Business License	45.00
100-10601	Gas Tanks/Corp Yard	8,048.36
100-110-41002	Emp Benefits/Dental	581.32
100-110-41003	Emp Benefits/Vision Care	74.44
100-110-41009	Emp Benefits/Workers C...	1,520.59
100-110-42303	Travel & Training/Meal Al...	715.00
100-110-42401	Dues & Pub/Memberships	720.00
100-110-42514	Admin Exp/Special Depart	156.76
100-110-43103	Utilities/Electricity & Pow...	112.09
100-111-41002	Emp Benefits/Dental	133.72
100-111-41003	Emp Benefits/Vision Care	18.61
100-111-41009	Emp Benefits/Workers C...	7,553.12
100-111-42303	Travel & Training/Meal Al...	660.00
100-111-43103	Utilities/Electricity & Pow...	147.48
100-112-41002	Emp Benefits/Dental	156.94
100-112-41003	Emp Benefits/Vision Care	18.61
100-112-41009	Emp Benefits/Workers C...	4,564.86
100-112-42101	Prof Svcs/Professional Ser...	466.66
100-112-43103	Utilities/Electricity & Pow...	162.24
100-113-41002	Emp Benefits/Dental	62.18
100-113-41003	Emp Benefits/Vision Care	18.61
100-113-41009	Emp Benefits/Workers C...	88.15
100-114-42102	Prof Svcs/Attorney Servic...	115,472.27
100-114-46126	Legal Charges	4,612.30
100-115-41002	Emp Benefits/Dental	470.82
100-115-41003	Emp Benefits/Vision Care	55.83
100-115-41009	Emp Benefits/Workers C...	11,590.78
100-115-42101	Prof Svcs/Professional Ser...	18,198.84
100-115-42201	Office Expense	205.74
100-115-43103	Utilities/Electricity & Pow...	404.11
100-116-41002	Emp Benefits/Dental	219.12
100-116-41003	Emp Benefits/Vision Care	37.22
100-116-41009	Emp Benefits/Workers C...	9,391.52

Account Summary

Account Number	Account Name	Payment Amount
100-116-42101	Prof Svcs/Professional Ser...	6,222.50
100-116-42102	Prof Svcs/Attorney Servic...	296.00
100-116-42110	Prof Svcs/Fingerprinting	64.00
100-116-43103	Utilities/Electricity & Pow...	117.99
100-117-41002	Emp Benefits/Dental	219.12
100-117-41003	Emp Benefits/Vision Care	18.61
100-117-41009	Emp Benefits/Workers C...	2,500.00
100-117-41101	Retiree Benefits/Medical-...	7,041.63
100-117-43103	Utilities/Electricity & Pow...	1,312.61
100-117-43105	Utilities/Cable	29.89
100-20018	Accounts Payable/CalCard	18,411.82
100-221-41002	Emp Benefits/Dental	2,020.40
100-221-41003	Emp Benefits/Vision Care	390.81
100-221-41008	Emp Benefits/Long Term ...	623.70
100-221-41009	Emp Benefits/Workers C...	66,981.51
100-221-42101	Prof Svcs/Professional Ser...	58,130.00
100-221-42107	Prof Svcs/Equipment Mai...	3,420.81
100-221-42110	Prof Svcs/Fingerprinting	332.00
100-221-42301	Travel & Training/Conf-Re...	590.00
100-221-42302	Travel & Training/Mileage...	654.75
100-221-42303	Travel & Training/Meal Al...	225.00
100-221-42401	Dues & Pub/Memberships	125.00
100-221-42514	Admin Exp/Special Depart	800.00
100-221-44301	Other Materials Supp/Fuel	202.81
100-222-41002	Emp Benefits/Dental	486.56
100-222-41003	Emp Benefits/Vision Care	74.44
100-222-41009	Emp Benefits/Workers C...	8,331.43
100-222-42101	Prof Svcs/Professional Ser...	861.20
100-222-42105	Prof Svcs/Network Maint...	11,107.72
100-222-42107	Prof Svcs/Equipment Mai...	35.46
100-222-42108	Prof Svcs/Building-Structu...	5,153.78
100-222-42201	Office Expense	303.77
100-222-42514	Admin Exp/Special Depart	100.70
100-222-43103	Utilities/Electricity & Pow...	670.73
100-223-41002	Emp Benefits/Dental	1,757.82
100-223-41003	Emp Benefits/Vision Care	241.93
100-223-41008	Emp Benefits/Long Term ...	258.00
100-223-41009	Emp Benefits/Workers C...	27,251.04
100-223-42105	Prof Svcs/Network Maint...	4,760.45
100-223-42106	Prof Svcs/Software Maint...	1,315.82
100-223-42108	Prof Svcs/Building-Structu...	1,141.50
100-223-42302	Travel & Training/Mileage...	636.00
100-223-42303	Travel & Training/Meal Al...	180.00
100-223-43103	Utilities/Electricity & Pow...	130.62
100-231-34115	Review Fees/Plan Check F...	450.00
100-231-41002	Emp Benefits/Dental	1,388.96
100-231-41003	Emp Benefits/Vision Care	204.71
100-231-41008	Emp Benefits/Long Term ...	295.00
100-231-41009	Emp Benefits/Workers C...	39,210.91
100-231-42101	Prof Svcs/Professional Ser...	18,375.25
100-231-42104	Prof Svcs/Paramedic Servi...	8,585.96
100-231-42106	Prof Svcs/Software Maint...	1,644.00
100-231-42107	Prof Svcs/Equipment Mai...	4,585.95
100-231-42108	Prof Svcs/Building-Structu...	621.50
100-231-42301	Travel & Training/Conf-Re...	410.00
100-231-43102	Utilities/Water	1,096.09
100-231-43103	Utilities/Electricity & Pow...	1,142.21
100-231-43105	Utilities/Cable	62.29

Account Summary

Account Number	Account Name	Payment Amount
100-341-41002	Emp Benefits/Dental	447.60
100-341-41003	Emp Benefits/Vision Care	55.83
100-341-41009	Emp Benefits/Workers C...	13,324.52
100-341-42302	Travel & Training/Mileage...	18.56
100-341-42303	Travel & Training/Meal Al...	12.00
100-341-46201	Insurance/General Liability	628.85
100-343-41002	Emp Benefits/Dental	1,075.36
100-343-41003	Emp Benefits/Vision Care	93.05
100-343-41009	Emp Benefits/Workers C...	15,525.69
100-343-42101	Prof Svcs/Professional Ser...	1,903.84
100-343-42107	Prof Svcs/Equipment Mai...	210.39
100-343-42108	Prof Svcs/Building-Structu...	6,240.09
100-343-42514	Admin Exp/Special Depart	1,104.49
100-343-43103	Utilities/Electricity & Pow...	2,518.51
100-345-42107	Prof Svcs/Equipment Mai...	1,046.26
100-345-42108	Prof Svcs/Building-Structu...	9,337.30
100-345-43102	Utilities/Water	850.77
100-345-43103	Utilities/Electricity & Pow...	673.29
100-465-41009	Emp Benefits/Workers C...	2,261.55
105-221-41002	Emp Benefits/Dental	823.66
105-221-41003	Emp Benefits/Vision Care	55.83
105-221-41008	Emp Benefits/Long Term ...	59.40
105-221-41009	Emp Benefits/Workers C...	19,464.83
105-231-41002	Emp Benefits/Dental	133.72
105-231-41003	Emp Benefits/Vision Care	18.61
105-231-41009	Emp Benefits/Workers C...	7,672.95
105-231-42101	Prof Svcs/Professional Ser...	8,535.44
106-110-42101	Prof Svcs/Professional Ser...	16,800.00
106-114-42102	Prof Svcs/Attorney Servic...	9,774.00
106-117-42101	Prof Svcs/Professional Ser...	6,201.15
106-231-41002	Emp Benefits/Dental	156.94
106-231-41003	Emp Benefits/Vision Care	18.61
106-231-41009	Emp Benefits/Workers C...	6,179.18
106-345-47203	Improvements/Parks	70,813.07
200-342-42108	Prof Svcs/Building-Structu...	326.00
200-342-43103	Utilities/Electricity & Pow...	1,737.21
201-343-42108	Prof Svcs/Building-Structu...	532.60
201-343-42513	Admin Exp/Rent	100.00
201-343-43103	Utilities/Electricity & Pow...	380.26
204-227-41002	Emp Benefits/Dental	313.88
204-227-41003	Emp Benefits/Vision Care	37.22
204-227-41008	Emp Benefits/Long Term ...	59.40
204-227-41009	Emp Benefits/Workers C...	6,154.50
204-227-42514	Admin Exp/Special Depart	260.00
205-227-41009	Emp Benefits/Workers C...	183.35
207-344-42101	Prof Svcs/Professional Ser...	2,344.75
207-344-42107	Prof Svcs/Equipment Mai...	1,360.68
209-20308	Deposits Payable/Recreat...	1,750.00
209-551-41002	Emp Benefits/Dental	156.94
209-551-41003	Emp Benefits/Vision Care	18.61
209-551-41009	Emp Benefits/Workers C...	2,294.61
209-552-41002	Emp Benefits/Dental	124.36
209-552-41003	Emp Benefits/Vision Care	37.22
209-552-41009	Emp Benefits/Workers C...	4,585.48
209-552-42108	Prof Svcs/Building-Structu...	1,373.71
209-552-43103	Utilities/Electricity & Pow...	202.44
209-552-43802	Program Cost/Class Fees	173.60
209-552-43804	Program Cost/Food Progr...	4,004.08

Account Summary

Account Number	Account Name	Payment Amount
209-552-43807	Program Cost/Fundraising	35.00
209-552-43809	Program Cost/Newsletter	316.53
209-552-43811	Program Cost/Supplies	209.53
209-553-36401	Recreation Chg/Program ...	90.00
209-553-41009	Emp Benefits/Workers C...	2,432.42
209-553-42108	Prof Svcs/Building-Structu...	680.52
209-553-43102	Utilities/Water	32.64
209-553-43103	Utilities/Electricity & Pow...	31.48
209-554-41002	Emp Benefits/Dental	156.94
209-554-41003	Emp Benefits/Vision Care	18.61
209-554-41009	Emp Benefits/Workers C...	4,542.27
209-554-42108	Prof Svcs/Building-Structu...	490.83
209-554-43103	Utilities/Electricity & Pow...	60.75
209-554-43812	Program Cost/Youth Cent...	150.00
209-557-42108	Prof Svcs/Building-Structu...	683.00
209-557-43102	Utilities/Water	1,055.29
209-557-43103	Utilities/Electricity & Pow...	770.23
209-558-43103	Utilities/Electricity & Pow...	7.85
209-559-43102	Utilities/Water	63.72
209-559-43103	Utilities/Electricity & Pow...	236.18
212-20340	Developer Deposit/Appian..	7,452.75
212-461-41009	Emp Benefits/Workers C...	4,194.54
212-461-42101	Prof Svcs/Professional Ser...	20,521.25
212-461-43103	Utilities/Electricity & Pow...	176.98
212-462-41003	Emp Benefits/Vision Care	55.83
212-462-41009	Emp Benefits/Workers C...	6,090.77
212-462-42101	Prof Svcs/Professional Ser...	17,355.25
212-462-42201	Office Expense	72.36
212-462-43103	Utilities/Electricity & Pow...	445.40
215-341-43101	Utilities/Telephone	240.99
215-341-43103	Utilities/Electricity & Pow...	39.72
285-464-42101	Prof Svcs/Professional Ser...	558.75
285-464-43103	Utilities/Electricity & Pow...	147.48
310-347-42101	Prof Svcs/Professional Ser...	343.38
310-347-42108	Prof Svcs/Building-Structu...	60.00
310-347-43103	Utilities/Electricity & Pow...	94.42
310-348-42101	Prof Svcs/Professional Ser...	403.76
310-348-42108	Prof Svcs/Building-Structu...	65.00
310-348-43103	Utilities/Electricity & Pow...	10.32
310-348-47202	Improvements/Landscape...	846.29
317-345-41009	Emp Benefits/Workers C...	351.43
500-641-41002	Emp Benefits/Dental	1,287.00
500-641-41003	Emp Benefits/Vision Care	186.10
500-641-41009	Emp Benefits/Workers C...	24,693.28
500-641-42107	Prof Svcs/Equipment Mai...	10,252.27
500-641-42108	Prof Svcs/Building-Structu...	562.00
500-641-42201	Office Expense	214.95
500-641-42401	Dues & Pub/Memberships	16,392.00
500-641-43103	Utilities/Electricity & Pow...	1,489.58
500-641-44302	Other Materials Supp/Slu...	12,876.60
500-641-44303	Other Materials Supp/Ch...	32,033.45
500-641-44305	Other Materials Supp/Lab...	3,862.99
500-642-41002	Emp Benefits/Dental	281.30
500-642-41003	Emp Benefits/Vision Care	93.05
500-642-41009	Emp Benefits/Workers C...	7,009.06
500-642-42107	Prof Svcs/Equipment Mai...	590.83
500-642-43103	Utilities/Electricity & Pow...	118.70
505-119-41002	Emp Benefits/Dental	156.94

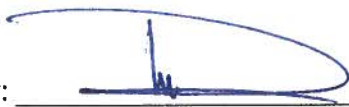
Account Summary

Account Number	Account Name	Payment Amount
505-119-41003	Emp Benefits/Vision Care	37.22
505-119-41009	Emp Benefits/Workers C...	6,049.66
505-119-43103	Utilities/Electricity & Pow...	91.12
525-118-42101	Prof Svcs/Professional Ser...	14,495.00
525-118-42107	Prof Svcs/Equipment Mai...	3,802.26
525-118-42510	Admin Exp/Software Purch	1,624.42
525-118-43101	Utilities/Telephone	12,304.90
722-20431	Deferred Rev/CAP Donati...	1,162.67
722-20436	Deferred Rev/CAP Donati...	437.77
750-463-42101	Prof Svcs/Professional Ser...	2,125.00
998-20105	Sal & Ben Payable/Dental ...	500.44
998-20106	Sal & Ben Payable/Vision ...	93.05
	Grand Total:	959,246.36

Project Account Summary

Project Account Key	Payment Amount
None	959,246.36
Grand Total:	959,246.36

Approved By: _____



Date: _____

10/31/19



CITY COUNCIL REPORT

7C

DATE: NOVEMBER 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHAEL P. LAUGHLIN, AICP, INTERIM PLANNING MANAGER

SUBJECT: AUTHORIZING AN APPLICATION FOR SB 2 PLANNING GRANT PROGRAM FUNDS

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing an application for and receipt of SB2 Planning Grant (PGP) funds.

BACKGROUND

In 2017, Governor Brown signed a 15-bill housing package to address the state's housing shortage and high housing costs. The approval included the Building Homes and Jobs Act (SB 2), which established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. Because the number of real estate transactions recorded in each county will vary from year to year, the revenues collected will fluctuate.

The state is currently in Year 1 (2019) of the funding cycle which is intended to fund planning grants and homelessness programs. Year 2 (2020) and beyond will include funding for locally administered affordable housing (70% of funds) and State Administered affordable housing (30% of funds).

The Year 1 funding is intended to provide funding and technical assistance to all local governments in California to help cities and counties prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production.

The current SB 2 PGP funding is considered "over the counter" and is not competitive. The City of Pinole has been allocated \$160,000 in funding which will be disbursed upon the completion of an application which must include a resolution from the City Council authorizing the submittal and receipt of the funds (Attachment A). A report to the state for the use of funds will be required.

Article III, Section 300 of the PGP Guidelines sets forth the eligible activities and uses of

SB 2 PGP funding. Eligible activities must demonstrate a nexus to accelerating housing production and may include updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans, and local process improvements that improve and expedite local planning.

The threshold requirements to apply for the grant include:

- Having an HCD-compliant Housing Element,
- Have submitted a recent Annual Progress report,
- Demonstrate a nexus to accelerating housing production, and
- Demonstrate that the applicant promotes development consistent with State Planning Priorities (Government Code Section 65041.1) or other planning priorities.

The City meets all the threshold requirements and can submit an application to receive funding.

REVIEW & ANALYSIS

The City of Pinole is currently experiencing strong interest in development sites within the Three Corridors Specific Plan area (Appian Way, San Pablo Avenue and Pinole Valley Road). One of the primary issues staff is encountering is that the Specific Plan and associated General Plan Environmental Impact Report (EIR) are now about 10 years old. In addition, the Specific Plan provides only general guidance for land uses and project design. As a result, developers don't have clear direction on how to design their projects, with preliminary submittals that often require staff, community or decision maker recommended design modifications before moving forward. If projects are submitted, a costly and time consuming environmental review process (typically the preparation of a Mitigated Negative Declaration and associated studies) is required prior to the project being brought forward for review.

In addition to the need to augment the Three Corridors Specific Plan and associated environmental documents, Senate Bill (SB) 35 has placed the onus on cities to create "objective design standards" for developers. Without objective design standards, developers can invoke SB 35 streamlining if their project includes the provision of at least 10% affordable housing (which the Pinole Municipal Code requires). If streamlining is invoked, the developer only has to comply with current requirements in the General Plan, Specific Plan and zoning and any design standards in place when the application is made, which provides the jurisdiction with little opportunity to request design changes. The City Council may be familiar with the Valco Mall redevelopment SB 35 streamlining request, which limited the City of Cupertino's ability to modify plans for a large mixed-use project.

Staff is proposing a project that would create a stand-alone Three Corridors Specific Plan guidance document that would provide objective design standards and additional

implementation guidance. In addition to this document, an associated environmental document would be prepared that would allow for less project by project CEQA review, specifically for projects that include housing. While staff finds benefit to a comprehensive Specific Plan update, the associated time and costs would far exceed the grant amount. Staff anticipates that the cost of this effort will exceed the \$160,000. The City collects 0.5% of project value as part of the overall fees paid for development projects specifically for plan updating, and these funds will be used to augment the project budget as needed.

Once the grant is given by the state, staff would prepare an RFP to request consultant services. Staff would work on the scope of services and negotiate with the chosen consultant to achieve a project that will meet the proposed budget of \$230,000. A review of the budget may be required after the scope of services is agreed upon to ensure that we have the right size project to fit the allowable budget. The consultant contract, finalized scope of services, and any budget changes will be brought to Council for review.

FISCAL IMPACT

The grant would have a net positive fiscal impact to the City of \$160,000. However, an estimated \$70,000 from the fees specifically for plan updating would be required to augment to the grant amount to complete the stand-alone Three Corridors Specific Plan guidance document.

ATTACHMENTS

- A: Resolution
- B: Draft Application

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
AUTHORIZING APPLICATION FOR AND RECEIPT OF
SB 2 PLANNING GRANT PROGRAM (PGP) FUNDS**

1. Background.

WHEREAS, The State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019 for its Planning Grants Program (PGP).

WHEREAS, The City Council of the City of Pinole desires to submit a project application for the PGP Program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program.

WHEREAS, The Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to local governments, as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017(SB 2)) related to the PGP Program.

2. Order.

WHEREAS, The City Council hereby authorizes and directs staff to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$160,000.

WHEREAS, In connection with the PGP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City of Pinole's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents"), subject to any changes in form or technical language approved by the City Manager and City Attorney.

WHEREAS, The City of Pinole shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner represented in the application

as approved by the Department, and 2019 Planning Grants Program Application.

NOW, THEREFORE, BE IT RESOLVED, that the Pinole City Council does hereby authorize the City Manager to execute the City of Pinole Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, subject to any changes in form or technical language approved by the City Manager and City Attorney, on behalf of the City of Pinole as required by the Department for receipt of the PGP Grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the **5th** day of **November 2019** 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 **5th day of November 2019**

Heather Iopu, CMC
City Clerk

A. Applicant Information

Pursuant to Article II, Section 200 of the Guidelines, local governments may partner through legally binding agreements with other forms of governments or entities. However, all local governments must submit separate, signed application packages that identify their respective responsibilities and deliverables, even if partnering with other entities.

Is the applicant partnering with another eligible local government entity?		
☐	*Yes	*If Yes, the application package must include a fully executed copy of the legally binding agreement. Provide the partners' name(s) and type(s) below for reference only.
☒	No	

Complete the following Applicant information			
Applicant's Name		City of Pinole	
Applicant's Agency Type		Incorporated City	
Applicant's Mailing Address		City of Pinole Planning Department, 2131 Pear Street	
City		Pinole	
State	California	Zip Code	
County		Contra Costa	
Website		https://www.ci.pinole.ca.us/	
Authorized Representative Name		Michelle Fitzer	
Authorized Representative Title		City Manager	
Phone	(510)724-8933	Fax	(510)724-9826
Email	MFitzer@ci.pinole.ca.us		
Contact Person Name		Tamara Miller	
Contact Person Title		Development Services Director	
Phone	(510)724-9017	Fax	(510)724-9826
Email	tmiller@ci.pinole.ca.us		
Partner(s) Name (if applicable)		None	
Partner Agency Type			
Partner(s) Name (if applicable)			
Partner Agency Type			
Proposed Grant Amount	\$	160,000	

B. Applicant Certification

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Planning Grants Program (PGP), the _____ City of Pinole _____ assumes the responsibilities specified in the 2019 Notice of Funding Availability and PGP guidelines, and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature: _____ Name: _____ Michaelle Fitzer

Date: _____ 11/11/19 _____ Title: _____ City Manager

C. Threshold Requirements

Pursuant to Section 201(a) through (d) of the Guidelines, all applicants must meet the following threshold criteria in items 1-4 below to be eligible for an award.

1. Does the applicant have an adopted housing element found to be in substantial compliance by the Department on or before the date of the applicant's submission of their SB 2 Planning Grant application?		
☒	Yes	Date of HCD Review Letter: <u>7/22/15</u>
☐	No	
☐	The Applicant requests HCD to consider housing element compliance threshold as met due to significant progress achieved in meeting housing element requirements.	

2. Has the applicant submitted to the Department the Annual Progress Report (APR) for the current or prior year on or before the date of submission of their SB 2 Planning Grant application?			
☒	Yes	APR	Date Submitted
	☒	2017 CY Report	3/20/18
	☒	2018 CY Report	3/15/19
☐	No		

3. Is the applicant utilizing one of the Priority Policy Areas listed below (as defined in section VIII, subsection (3) of the NOFA)?						
☒	*Yes	<i>*If the applicant is proposing <u>only</u> Priority Policy Areas, do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.</i>				
		Rezone to permit by-right	Objective design and development standards	Specific Plans or form based codes coupled with CEQA streamlining	Accessory Dwelling Units or other low-cost building strategies	Housing related infrastructure financing and fee reduction strategies
		☐	☒	☒	☐	☒
☐	No	<i>If an applicant is not proposing Priority Policy Areas, the application must include an explanation and document the plans or processes' nexus and impact on accelerating housing production based on a reasonable and verifiable methodology and must submit Attachment 2 in the Application pursuant to section VIII, subsection (3) of the NOFA.</i>				
☐	The applicant is proposing PPAs and other activities not considered PPAs and is demonstrating how these activities have a nexus to accelerating housing production by submitting Attachment 2.					

4. Does the applicant demonstrate that the locality is consistent with State Planning or Other Priorities, as certified in Attachment 1?	Yes	☒	*No	☐
<i>*If No, consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years, as certified in Attachment 1.</i>				

5. Is a completed and signed resolution included with the application package? See Attachment 3, "Sample Resolution"	Yes	☒	No	☐
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D. Proposed Activities Checklist (Section VI, items (1) through (17) of the NOFA)

Check all activities the locality is undertaking for their PGP efforts below. Activities must match **Section E. Project Description**, and **Section F. Timeline and Budget**.

1	☐	updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans
2	☐	updates to zoning ordinances
3	☒	environmental analyses that eliminate the need for project-specific review
4	☐	local process improvements that improve and expedite local planning
5	☒	a smaller geography with a significant impact on housing production including an overlay district, project level specific plan or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
6	☐	the creation or enhancement of a housing sustainability district pursuant to AB 73 (Chapter 371, Statutes of 2017)
7	☐	workforce housing opportunity zone pursuant to SB 540 (Chapter 369, Statutes of 2017)
8	☐	zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
9	☐	zoning incentives for housing for persons with special needs, including persons with developmental disabilities
10	☐	rezoning to meet requirements pursuant to Government Code Section 65583.2(c) and other rezoning efforts to facilitate supply and affordability
11	☐	rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps)
12	☐	pre-approved architectural and site plans
13	☐	regional housing trust fund plans
14	☐	funding plans for SB 2 Year 2 going forward
15	☐	infrastructure financing plans
16	☐	environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary and part of a proposed activity with a nexus to accelerating housing production
17	☐	Other activities demonstrating a nexus to accelerating housing production

E. Project Description

*Provide a description of the project and the scope of work to be performed below. Use Appendix A for additional information if necessary. **Note:** If partnering with another local government or entity, be sure to clarify the responsibilities and deliverables of your locality pursuant to such partnership.*

The City of Pinole updated its General Plan in 2010. Concurrent with the General Plan update, the City prepared a "Three Corridors Specific Plan" that increased the density and intensity of permitted development along San Pablo Avenue, Appian Way and Pinole Valley Road. The Specific Plan identified key "opportunity sites" that had the potential to redevelop with higher intensity uses, primarily residential mixed-use. The Specific Plan effectively put into place policies and zoning that would allow for an additional 1,076 additional residential units to house an estimated 3,110 individuals. An Environmental Impact Report (EIR) was prepared for the update. However, due to the recession and the dissolution of the local Redevelopment Agency, development under the specific plan is just beginning to occur. Strong developer interest has been recently shown for several sites.

While the Specific Plan and associated zoning includes basic development standards such as height, setbacks and floor area, the Specific Plan is lacking in providing project design standards. As a result, developers often are required to revise architectural drawings several times before the plans can be approved by the City.

Since the General Plan/Specific Plan EIR is now almost 10 years old, it cannot be used to provide project specific CEQA clearances for residential projects. Most projects require preparation of a Mitigated Negative Declaration or EIR. The preparation of these documents substantially increases the amount of time and costs necessary to approve a project, acting as a deterrent to housing production.

The City is proposing to hire a planning and environmental consulting team through an open RFP process to prepare an amendment to the Specific Plan in the form of a stand-alone design guidance document. This document would define design elements to be included in residential development proposals to help streamline the review process. The review of the Specific Plan by the City, Public and Consultants may result in a minor Specific Plan amendment to adjust development parameters, allowed land uses and other standards. In addition, an updated environmental document will be prepared to allow for a streamlined CEQA process, reducing application processing time for residential projects consistent with the Specific Plan, potentially saving applicants 6 months of time and tens of thousands of dollars in project redesigns and CEQA document processing.

Project Name								
Objective	Responsible Party	Est. Cost	Begin	End	Deliverable	*PPA	Notes	
Prepare Consultant RFP	Applicant	\$ 5,000	12/15/19	1/15/20	RFP	N/A		
Release RFP/Hire Consultant	Applicant	\$ 1,000	1/15/20	2/28/20	Hire Consultant	N/A		
Prepare Specific Plan update	Other	\$ 70,000	2/28/20	8/1/20	SP Update/Design Standards	N/A		
Public Outreach and Hearings	Other	\$4,000	8/1/20	10/2/20	Public outreach, review of draft standards	N/A		
Prepare Environmental Document	Other	\$ 145,000	10/2/20	4/1/21	Environmental Document	N/A		
Circulate Environmental Document	Other	\$ 1,000	4/1/21	5/1/21	Circulation of Environmental Document	N/A		
Approval hearings	Other	\$ 4,000	6/20/21	8/1/21	Approval and final documents	N/A		
	Other					N/A		
	Other					N/A		
	Other					N/A		
	Other					N/A		
	Other					N/A		
	Other					N/A		
	Other					N/A		
	Other					N/A		
	Other					N/A		
	Total Est. Cost \$	230000						

*Priority Policy Area (PPA)

G. Legislative Information

District	#	Legislator Name
Federal Congressional District	5	Representative Mike Thompson
		http://mikethompson.house.gov/
State Assembly District	15	Assemblymember Buffy Wicks
		http://asmdc.org/members/a15
State Senate District	9	Senator Nancy Skinner
		http://sd09.senate.ca.gov

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

Attachment 1: State and Other Planning Priorities Certification (Page 1 of 3)

Pursuant to Section 201(d) of the Guidelines, all applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by certifying that at least one activity was completed in 1) State Planning Priorities (i.e., Infill and Equity, Resource Protection, Efficient Development Patterns) or 2) Other Planning Priorities (i.e., Affordability, Conservation, or Climate Change). Consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years.

Complete the following self-certification by selecting one or more of the policy areas in the following tables by inserting the date completed for each applicable action, briefly describing the action taken, and certifying.

State Planning Priorities

Date Completed	Brief Description of the Action Taken
Promote Infill and Equity	
<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>	
	Upgrades to the City's sewer treatment facility to accommodate new residential development.
<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Promote Resource Protection	
<i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>	
<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Encourage Efficient Development Patterns	
<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>	
<i>(1) Uses land efficiently.</i>	

Attachment 1: State and Other Planning Priorities Certification (Page 2 of 3)

(2) I	will adjacent to existing developed areas to the extent consistent with environmental protection.
(3) Is located in an area appropriately planned for growth.	
(4) Is served by adequate transportation and other essential utilities and services.	
	To support in-fill development in the Three Corridors Specific Plan area, the City is expanding its sewer treatment plant.
(5) Minimizes ongoing costs to taxpayers.	
Other (describe how this meets subarea objective)	

Other Planning Priorities

Affordability and Housing Choices	
Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.	
Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.	
1/1/17	Use of City impact fees to subsidize cost of ADU's to increase level of affordability.
Upzoning or other zoning modifications to promote a variety of housing choices and densities.	
Utilizing surplus lands to promote affordable housing choices.	
Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.	
	Portions of the Three Corridors Specific Plan area are in Disadvantaged Communities (Appian Way adjacent to the I-80 and San Pablo Avenue, west)
Other (describe how this meets subarea objective)	

Attachment 1: State and Other Planning Priorities Certification (Page 3 of 3)

Conservation of Existing Affordable Housing Stock	
<i>Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.</i>	
<i>Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Climate Adaptation	
<i>Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.</i>	
<i>Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.</i>	
<i>Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).</i>	
<i>Other (describe how this meets subarea objective)</i>	

State and Other Planning Priorities Certification

I certify under penalty of perjury that all of the information contained in this PGP State Planning and Other Planning Priorities certification form (pages 9, 10, and 11 of this application) is true and correct.

Certifying Officials Name: Michelle Fitzer

Certifying Official's Title: City Manager

Certifying Official's Signature: _____

Certification Date: 11/10/19



CITY COUNCIL REPORT

7D

DATE: NOVEMBER 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER
TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER

SUBJECT: AUTHORIZING SUBMITTAL OF AN APPLICATION FOR PER CAPITA GRANT FUNDS

RECOMMENDATION

It is recommended that the City Council approve a resolution authorizing submittal of an application for per capita grant funds.

BACKGROUND

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Known as The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, it created a per capita grant funding program. Funds for the program were appropriated via State Budget item 3790-101-6088(b).

REVIEW & ANALYSIS

Below is the description from the attached Procedural Guide:

- **General Per Capita Program: \$185,000,000**

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

- **Eligible Recipients (PRC §80062)**

Sixty percent (60%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$200,000.

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts

Forty percent (40%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$400,000.

- Counties
- Regional park districts, regional park and open space districts, and regional open space districts

- **Eligible Projects**

- Projects must be for recreational purposes, either acquisition or development.
- Up to 5% of the allocation may be used for a community access projects.
- Multiple projects may be completed under one contract; each project requires a separate application packet.
- A project can only have one location. One project that serves several parks is not permitted.
- Grantees are encouraged to partner with other grantees on projects.

- **Match**

Projects not serving a “severely disadvantaged community” (median household income less than 60% of the statewide average) require a 20% match.

- **No Supplanting**

Grantees must use Per Capita grant funds to supplement existing expenditures, rather than replace them. Similarly, if a project has been approved by the governing body, and a funding source has been identified, Per Capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to another recreational capital project.

- **Grant Process**

GRANT PERFORMANCE PERIOD: July 1, 2018 – June 30, 2022

1. Resolution: Grantee passes one resolution approving the filing of *all* applications associated with the contract, and forwards a copy to OGALS.
2. Application Packet(s) (submit no later than January 31, 2020): The grantee defines the project scope(s) and amount of grant funds needed for each project. As projects are identified, the grantee submits individual application packet(s) to OGALS. OGALS reviews each application packet and sends a letter of approval to the grantee or requests additional information.
3. Contract: Must be signed and submitted no later than March 31, 2020.
4. Payments and end of grant performance period: Grantee requests payments for eligible costs.

5. Accounting and Audit: Department of Parks and Recreation's Audits Office may conduct an audit. The grantee is required to retain all project records for five years following issuance of the final grant payment or project termination, whichever is later.

- **Authorizing Resolution**

Grantee passes *one* resolution approving the filing of *all* applications associated with the contract, and forwards a copy to OGALS. The Authorizing Resolution provided may be reformatted; however, the *language provided in the resolution must remain unchanged*. Resolution items 4, 5, 7, 8 and 9 are all required by Proposition 68.

At this time staff is anticipating an application submittal for the Fowler House Re-use at 2548 Charles Avenue. As Council is aware, a Fowler House Re-Use Committee has been established, which includes representatives from the Community. Meetings have occurred to discuss the potential recreational uses for this location. The two (2) uses of interest are bocce ball courts or expanded parking for the Senior Center and Fernandez Park.

The attached resolution is required now. The application for grant funds will be submitted by the deadline of January 31, 2020. The submitted project will depend on the use recommended by the Subcommittee and approved by the City Council. In addition, if it is determined that a different or additional project is appropriate, an application will be submitted for that project as well.

Our FY 2019/20 Capital Improvement Plan includes a funding allocation of \$200,000 for this project. These funds would be used for the matching requirement of the grant. As stated above, a match is required for our community and the grant funds cannot be used to supplant existing funding sources.

FISCAL IMPACT

Submittal of the resolution will make us eligible to receive a per capita grant allocation of at least \$200,000.

ATTACHMENTS

- A: Resolution
- B: Procedural Guide for the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 Per Capita Program

RESOLUTION NO. 2019-XX**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract with the State of California to complete project(s);

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

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Pinole's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Pinole will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

- (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
- (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
- (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
- (G) Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the Development Services Director, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 5th day of November, 2019.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 5th day of November 2019.

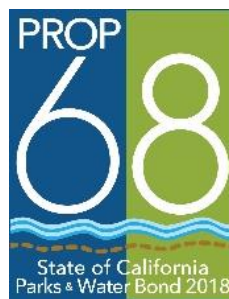
Heather Iopu, CMC
City Clerk

**Procedural Guide
for the**

**California Drought, Water, Parks, Climate, Coastal Protection,
and Outdoor Access for All Act of 2018**

PER CAPITA PROGRAM

March 2019 Draft



**State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)**

"Creating Community through People, Parks, and Programs"

Send Application and correspondence to:

Street Address for Overnight Mail:

**Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814**

Mailing Address:

**Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001**

Phone: (916) 653-7423

Website: www.parks.ca.gov/grants

2018-2019 California State Budget, Chapter 29

Budget Item 3790-101-6088 (b) - \$185,000,000 shall be available for the Local Park Rehabilitation, Creation in Urban Areas Program, consistent with subdivision (a) of Section 80061 of the Public Resources Code.

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are found in the definitions section.

Per Capita Program Description

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 50).

General Per Capita Program: \$185,000,000

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

Urban County Per Capita: \$13,875,000

Additional funds are available for Per Capita grants to cities and districts in urbanized counties (*a county with a population of 500,000 or more*) providing park and recreation services within jurisdictions of 200,000 or less in population. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under the General Per Capita Program (PRC §80061(b)).

Eligible Recipients (PRC §80062)

Sixty percent (60%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$200,000.

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts¹

Forty percent (40%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$400,000.

- Counties
- Regional park districts, regional park and open space districts, and regional open space districts

Allocations

Specific entities eligible for funding and their allocations can be found beginning on page 53.

¹ For purposes of this chapter, “district” means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, “district” also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

Eligible Projects

- PROJECTS must be for recreational purposes, either acquisition or DEVELOPMENT. Do not submit combined acquisition and development projects.
- Up to 5% of the allocation may be used for a COMMUNITY ACCESS PROJECT (PRC §80008(c)(1)).
- Multiple PROJECTS may be completed under one contract; each PROJECT requires a separate APPLICATION PACKET.
- A PROJECT can only have one location. One PROJECT that serves several parks is not permitted.
- GRANTEES are encouraged to partner with other GRANTEES on PROJECTS (PRC §80063(b)). See page 53 for information on allocation transfers.

Match

PROJECTS not serving a “severely disadvantaged community” (median household income less than 60% of the statewide average) require a 20% match (see page 12) (PRC §80061(c)).

No Supplanting

GRANTEES must use Per Capita grant funds to supplement existing expenditures, rather than replace them (PRC §80062(d)). For example, a GRANTEE has a budget for recreational capital expenditures of \$500,000 per year, and is receiving a \$200,000 allocation under the Per Capita program. The budget cannot be reduced to \$300,000, with the Per Capita funds making up the difference.

Similarly, if a PROJECT has been approved by the governing body, and a funding source has been identified, Per Capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to another recreational capital project.

GRANTEES should keep all documents indicating intent to use Per Capita grant funds for PROJECTS.

Grant Process

GRANT PERFORMANCE PERIOD: July 1, 2018 – June 30, 2022

1. **Resolution** (submit no later than November 1, 2019): GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and forwards a copy to OGALS.
2. **APPLICATION PACKET(S)** (submit no later than January 31, 2020): The GRANTEE defines the PROJECT SCOPE(S) and amount of grant funds needed for each PROJECT. AS PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(S) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
3. **Contract** (sign and submit no later than March 31, 2020): OGALS will forward a contract to the GRANTEE once a PROJECT APPLICATION PACKET has been approved. OGALS will encumber the total amount of approved applications. AS GRANTEE submits additional APPLICATION PACKETS, OGALS will amend the contract to reflect the total PROJECT amount for all approved APPLICATION PACKETS, up to the allocation amount.

- a. The contract section, beginning on page 41, includes a sample contract.
- b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS no later than March 31, 2020.
- c. OGALS returns a copy of the fully executed contract to the GRANTEE.
4. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for ELIGIBLE COSTS. The grant payments section, beginning on page 33, provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(S) no later than December 31, 2021.
 - c. The GRANTEE sends PROJECT COMPLETION PACKET(S) to OGALS no later than March 31, 2022.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
5. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* applications associated with the contract, and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*.

The Authorizing Resolution serves two purposes:

1. It is the means by which the GRANTEE'S Governing Body agrees to the terms of the contract; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the contract.
2. Designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the contract. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

Resolution items 4, 5, 7, 8 and 9 are all required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution. The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 11 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.

Resolution Form

Resolution No:

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors)
OF (City, County, or District) APPROVING APPLICATION(S) FOR PER CAPITA
GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the (grantee's governing body) hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the [city/county/district] will consider a range of actions that include, but are not limited to, the following:
(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the ____ day of _____, 20____.

I, the undersigned, hereby certify that the foregoing Resolution Number ____ was duly adopted by the (grantee's governing body) following a roll call vote:

Ayes: _____
Noes: _____
Absent: _____

(Clerk)

Application Section

- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site.
- Provide all APPLICATION PACKET items in the order shown in the following checklist.
- Submitted documents need not contain “wet” signatures; but the GRANTEE must keep all original signed documents.
- If submitting hard copies, number all pages of the APPLICATION PACKET.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail each APPLICATION PACKET item to the PROJECT OFFICER as a separate digital file, labeled as the application item.

OGALS will send a contract to the GRANTEE once a PROJECT APPLICATION PACKET has been approved. OGALS will encumber the total amount of approved applications. As GRANTEE submits additional applications, OGALS will amend the contract to reflect the total PROJECT amount for all approved applications, up to the allocation amount.

Any costs incurred prior to finalizing the contract are at the GRANTEE’S own risk.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET.
An APPLICATION PACKET is not complete unless all items on the checklist are submitted.
Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
☐		Application Packet Checklist	Pg. 10		Pg. _____
☐		Application	Pg. 11	☐	Pg. _____
☐	☐	Development Project Scope/Cost Estimate, <i>or</i>	Pg. 19	☐	Pg. _____
☐	☐	Community Access Project Scope/Cost Estimate, <i>or</i>	Pg. 20	☐	Pg. _____
☐	☐	Acquisition Requirements	Pg. 13	☐	Pg. _____
☐		Funding Sources Form	Pg. 21	☐	Pg. _____
☐		Per Capita Match Calculator	Pg. 12	☐	Pg. _____
☐	☐	CEQA Compliance Certification	Pg. 22	☐	Pg. _____
☐	☐	Land Tenure documentation	Pg. 23		Pg. _____
☐	☐	Sub-Leases or Agreements	Pg. 25		Pg. _____
☐	☐	Site Plan	Pg. 25		Pg. _____
☐	☐	GHG Emissions Reduction Worksheet	Pg. 25		Pg. _____



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$ _____ MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$ _____
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code)	LAND TENURE (☒ all that apply) (not required for COMMUNITY ACCESS PROJECTS) ☐ Owned in fee simple by GRANTEE ☐ Available (or will be available) under a _____ year lease or easement
NEAREST CROSS STREET	
(Check one) Project is for Acquisition ☐ Development ☐ Community Access ☐	
COUNTY OF PROJECT LOCATION	
GRANTEE NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION _____ Name <i>(typed or printed)</i> and Title Email address Phone	
GRANT CONTACT - For administration of grant <i>(if different from AUTHORIZED REPRESENTATIVE)</i> _____ Name <i>(typed or printed)</i> and Title Email address Phone	
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Grant Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
_____ Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution Date	
Print Name _____	
Title _____	

Per Capita Match

PROJECTS that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match from the GRANTEE (PRC §80061(c)).

Costs incurred to provide match must be eligible costs.

Visit the website parksforcalifornia.org/percapita and follow the instructions; submit the report with the APPLICATION PACKET.

Eligible match sources

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor

Ineligible match source

- State funds

Acquisition Projects

Acquisition Requirements

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. A deed restriction must be recorded on the property after the acquisition is complete.
5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).²
6. GRANTEE must provide Title Insurance.
7. PROJECTS must be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(b)).
8. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (enter total acreage to be acquired) for the development of ____ park by (enter date no later than three years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit the following documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired
6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements
7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

² Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on xx/xx/20xx"

8. A letter from the seller indicating a willingness to enter into negotiations to sell the property, and indicating the seller's understanding that the State cannot participate in acquisitions for more than the appraised value

For easement acquisitions, in addition to the requirements above, provide:

9. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

10. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §§7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules for more information (page 48)
- GRANT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the grant

- Acquisitions to fulfill any mitigation requirements imposed by law (PRC §80020)
- Land acquired outside state
- Costs incurred outside the grant performance period
- Development costs
- Acquisitions for less than fee title

Development Projects

Development Project Requirements

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
5. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
6. The primary purpose of any building constructed or improved must be public recreation. Renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
7. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT COST.

Eligible Pre-construction Costs – up to 25% of PROJECT costs; incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- Grant administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking.

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.

- Construction management: including site inspections and PROJECT administration
- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- Employee services after groundbreaking
- GRANT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.
- Fundraising

Distinguishing capital outlay from maintenance and repair:

- Capital outlay – building something new, or in regards to existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Community Access Projects

Community Access Project Requirements

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.

Eligible Community Access Project Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

- Meetings: public meetings/focus groups, GRANTEE planning sessions
- PROJECT management (excluding grant writing) and accounting
- Non-capital costs, including interpretive and recreational programming, software and software development
- IN-HOUSE EMPLOYEE SERVICES related to PROJECT activities.
- Equipment (the cost of equipment or vehicle(s) currently owned by the grantee): such equipment or vehicle(s) may be charged to the grant for each use. The GRANTEE shall maintain a log that describes the activities conducted and the time that the equipment or vehicle is used, as related to the grant scope, as well as a license number or vehicle identification number.
 - GRANTEE may also rent or purchase the equipment or vehicle(s), whichever is the most economical use of grant funds.
 - Purchased equipment or vehicle(s): residual market value shall be credited to the project costs upon completion.
- Supplies and materials: activity supplies, educational materials, communication materials, etc. Supplies and materials may be drawn from central stock if claimed costs are no higher than those the grantee would pay if purchased elsewhere.
- Miscellaneous costs: other costs incurred, such as transporting materials or personnel.

Ineligible Community Access Project Costs

- Costs incurred before or after the grant performance period
- Indirect costs – overhead business expenses of the grantee's fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Capital outlay expenditures
- Costs associated with master plans

- Repairs and maintenance by IN-HOUSE EMPLOYEE SERVICES
- Fundraising

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE: _____ Project Name: _____

Development project scope (Describe the PROJECT in 30 words or less):			
Project Scope Items - ☒ all that apply:			
Install new	Renovate existing	Replace existing	Recreation Element
☐	☐	☐	Pool, aquatic center, splash pad
☐	☐	☐	Trails or walking paths
☐	☐	☐	Landscaping or irrigation
☐	☐	☐	Group picnic, outdoor classrooms, other gathering spaces
☐	☐	☐	Play equipment, outdoor fitness equipment
☐	☐	☐	Sports fields, sports courts, court lighting
☐	☐	☐	Community center, gym, other indoor facilities
☐	☐	☐	Restroom, concession stand
☐	☐	☐	Other: _____
☐	☐	☐	Other: _____
☐	☐	☐	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.
Total estimated cost for construction:			\$
PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total project cost.			\$
Total PROJECT cost:			\$
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT Cost)			\$ -
Total PROJECT amount requested:			\$
The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.			
AUTHORIZED REPRESENTATIVE Signature			Date
Print Name and Title			



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Community Access Project Scope/Cost Estimate Form

GRANTEE: _____ Project Name: _____

Project site:	
Project Scope Items - ☒ all that apply and provide a brief description:	
☐	Transportation (for recreation programs)
☐	Physical activity programming (sport leagues, dance, exercise, etc.)
☐	Resource interpretation
☐	Multilingual translation
☐	Natural science
☐	Workforce development and career pathways
☐	Education
☐	Communication related to water, parks, climate, coastal protection, and other outdoor pursuits
Total PROJECT cost: \$	
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT Cost) \$ -	
Total PROJECT amount requested: \$	
The GRANTEE understands that all elements listed on this form must be complete and available to the public before the final grant payment will be made.	
AUTHORIZED REPRESENTATIVE Signature	Date
Print Name and Title	



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE: _____ Project Name: _____

PROJECTS funded by the program are not complete until the grant SCOPE is complete.

If Per Capita grant funds will be used as part of the funding for a larger project, GRANTEES can do one of the following:

1. Identify a smaller subset of the larger project that can be completed. That smaller project will be the grant SCOPE.
2. Incorporate the funds from the Per Capita grant into the larger project. The larger project will be the grant SCOPE.

Per Capita funds will / will not (circle one) be used as part of the funding for a larger project.

If Per Capita grant funds will be used as part of the funding for a larger project, briefly describe the scope of that larger project:

The total cost of the larger project that these grant funds will contribute to is: \$_____

Anticipated completion date: _____

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CEQA Compliance Certification

Not required for COMMUNITY ACCESS PROJECTS

GRANTEE: _____

Project Name: _____

Project Address: _____

Is CEQA complete? ☐ Yes ☐ No Is completing CEQA a project scope item? ☐ Yes ☐ No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- ☐ Notice of Exemption (attach recorded copy if filed) _____
- ☐ Notice of Determination (attach recorded copy if filed) _____
- ☐ Other: _____

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information:

Agency Name: _____

Contact Person: _____

Mailing Address: _____

Phone: () _____ Email: _____

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE
(Signature)

Date

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

FOR OGALS USE ONLY		
CEQA Document	Date Received	PO Initials
☐ NOE ☐ NOD		

Land Tenure

The purpose of the land tenure requirement is to verify that the GRANTEE has sufficient legal rights to the property to fulfill the terms of the contract.

- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20 or 30 year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even if the GRANTEE'S land tenure agreement changes within the contract PERFORMANCE PERIOD.
- **Not applicable to COMMUNITY ACCESS PROJECTS.**

Land Tenure Ownership Documentation

If the GRANTEE OWNS PROJECT site in fee simple, provide one of the following:

- Deed or deed recordation number, or
- Title report, or
- Tract map or assessor's map with owner's name

Land Tenure Non-Ownership Documentation

If the GRANTEE does not own the PROJECT site in fee simple, provide:

- Land Tenure Agreement Checklist (page 24)
- Signed land tenure agreement

If the grantee does not own the project site in fee simple, and the existing land tenure agreement does not meet the requirements shown in the Land Tenure Checklist, provide

- Land Tenure Agreement Checklist (page 24)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist

If the GRANTEE does not own the land in fee simple, complete this checklist. Attach a copy of the signed land tenure agreement. Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. *All items are required.*

GRANTEE: _____ Project Name: _____

☒	Page	Required Item								
☐		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. _____								
☐		Parties to the agreement (land owner must be public agency or utility) and date signed: <table border="0"> <tr> <td>Party</td> <td>Date Signed</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Party	Date Signed	_____	_____	_____	_____	_____	_____
Party	Date Signed									
_____	_____									
_____	_____									
_____	_____									
☐		Term of the agreement: ____ years								
☐		Agreement end date: _____ • Grant amounts up to \$100,000 require at least 20 years of land tenure. • Grant amounts above \$100,000 require at least 30 years of land tenure. • The land tenure requirement begins on July 1, 2018.								
☐		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.								
☐		Termination clause: Any of the following is acceptable: • No termination clause – the agreement is non-revocable. • Termination clause specifies the agreement is revocable only for cause. • The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will.								
☐		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: • Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. • Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. • Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period.								

Site Plan

Provide a drawing showing where all the items listed in the PROJECT SCOPE/Cost Estimate Form will be located. To ensure that any building use meets the requirements of the program, include the function and approximate square footage of each room within buildings that are part of the SCOPE, and the approximate total square footage of the buildings. It does not need to be a detailed engineering rendering. **Not required for COMMUNITY ACCESS PROJECT applications.**

Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

Greenhouse Gas Emissions Reduction and Carbon Sequestration.³

If your PROJECT involves tree planting, follow the instructions below. If your PROJECT does not involve tree planting, check the N/A box for this item on the Application Checklist.

Before getting started, gather the following information about your PROJECT:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree's growing conditions

Getting started:

1. Navigate to the i-Tree site at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters⁴:
 - “Electricity emissions factor” enter 285 and select kilograms
 - “Fuel emissions factor” enter 53.1 and select kilograms
 - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - “Tree mortality” enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.
 - DBH – tree diameter four feet above the ground at time of planting.
 - Distance to nearest tree – select from drop down menu

³ PRC §80001(b)(7)

⁴ Project parameters are from the California Air Resources Board's “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

- Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate controlled building.
- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate controlled building, select “none.”
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, hit next

5. Print the report in landscape mode, and submit it with your application.

Special Requirements

- Status Reports (page 26)
- Bond Act Sign (page 28)
- Deed Restriction (page 29)

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction
☐ **Community Access**

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the PROJECT: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/18 and 6/30/19	Between 7/1/19 and 12/31/19	Between 1/1/20 and 6/30/20	Between 7/1/20 and 12/30/20	Between 1/1/21 and 6/30/21	Between 7/1/21 and 12/30/21	After 1/1/22
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

Authorized Representative*_____
Title_____
Date

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the PROJECT must be installed during construction and at completion (PRC §80001(b)(3)). **A sign is not required for COMMUNITY ACCESS PROJECTS.**

Types of Signs

- 1) Construction – An acknowledgment sign is required during construction.
- 2) Post Completion - All grantees are required to post a sign at the PROJECT site upon completion of the project. The sign must be available for the final inspection of the PROJECT and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

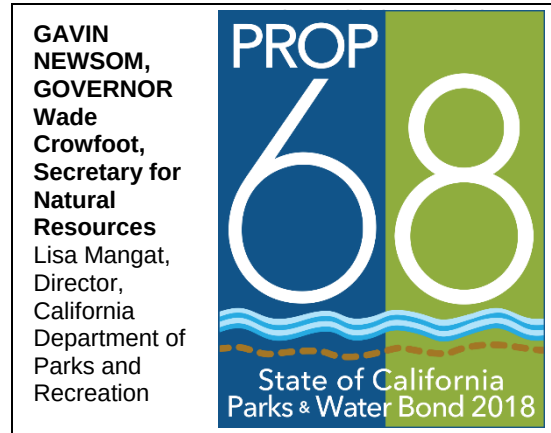
If appropriate, the same sign can be used during construction and completion.

Sign Language

All signs must contain the language shown to the right of this paragraph. Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo. The logo is available at <http://resources.ca.gov/grants/logo-art/>. Display the logo to maximize visibility and durability. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.



Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Transportation and DPR standards may be used as a guide for gauge of metal, quality of paints used, mounting specifications, etc.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the contract PERFORMANCE PERIOD. **A Deed Restriction is not required for COMMUNITY ACCESS PROJECTS.**

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments except an advance into escrow.

A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

1. Before filing the Deed Restriction, the GRANTEE must own the PROJECT land, and have an encumbered contract for the GRANT amount.
2. The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:
 1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
 2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*
 - (1) Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)" and include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
 - (2) Exhibit B: Label this attachment "Exhibit B (Grant Contract)" and include a complete copy of the Grant Contract and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.
3. *Notarize it:* Take the following documents to a notary. OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.
 - Unsigned and undated Deed Restriction
 - Exhibit A (Legal Description of Property)
 - Exhibit B (Grant Contract)The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).
4. *Record it:* Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
5. *Send it:* Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

- I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as “Owner(s)” is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the “Property”); and
- II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as “DPR”) is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the “PRC”). And
- III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and
- IV. WHEREAS, on (enter date), DPR’s Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as “Grant”) for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and
- V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.I of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business):

Signed: _____
Authorized Representative

Signed: _____
Additional signature, as required

Print/Type Name & Title of Above

Print/Type Name & Title of Above

Grant Payment Section

Payments may be requested after a PROJECT is approved and the contract is encumbered. Payment requests are processed through the State Controller's Office and mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

Payment Requirements

1. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount.
2. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement.
3. A deed restriction is required prior to processing any reimbursements **except COMMUNITY ACCESS PROJECTS** and an acquisition ADVANCE.
4. Group costs together to avoid frequent payment requests. Reimbursement requests greater than \$10,000 are encouraged.
5. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount.
6. CEQA must be complete prior to requesting any construction reimbursement.
7. **Provide a sample timesheet with the first IN-HOUSE EMPLOYEE SERVICES reimbursement.**
8. **A summary list of bidders, recommendation by reviewer of bidders, awarding by governing body and contract agreement must be provided to the PROJECT OFFICER prior to requesting a reimbursement related to that contract.**
9. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 28), with all construction payment requests.
10. Payment may be withheld by OGALS if the GRANTEE has outstanding issues, for example: breach of any other contract with OGALS, an unresolved audit exception, outstanding conversion, or having other park sites closed or inadequately maintained.

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- Complete the Payment Request Form as follows:
 1. PROJECT Number - Number assigned by OGALS when this PROJECT was approved.
 2. Contract Number - As shown in Certification of Funding section of the contract
 3. APPLICANT - GRANTEE name as shown on the contract
 4. PROJECT Title - Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – always round down to the nearest dollar.
 7. Send Warrant To - AGENCY name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST
State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER	2. CONTRACT NUMBER
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT	
☐ Advance ☐ Reimbursement ☐ Final	
6. PAYMENT INFORMATION	
<i>(Round all figures to the nearest dollar)</i>	
a. Grant Project Amount	\$ _____
b. Funds Received To Date	\$ _____
c. Available (a. minus b.)	\$ _____
d. Amount Of This Request	\$
e. Remaining Funds After This Payment (c. minus d.)	\$ _____
7. SEND WARRANT TO:	
AGENCY NAME	
STREET ADDRESS	
CITY/STATE/ZIP CODE	
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>	
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE
▶	
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY	
PAYMENT APPROVAL SIGNATURE	DATE
▶	

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Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of this form is available at www.parks.ca.gov/grants. Grantees may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS upon request.

Only provide the following information to OGALS:

PROJECT Number _____

Warrant/Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre-Construction Amount(5)	Construction Amount(6)
--------------------	---------	--------------	------------	----------------------------	------------------------

PRE-CONSTRUCTION Subtotal (5) \$ _____

Construction Subtotal (6) \$ _____

Grand Total (5) + (6) \$ _____

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the “Warrant/Check Number” column are acceptable. Include an “EP” next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES OR GRANTEE’S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as “playground design,” “community center permits,” “walkway materials,” “sports field construction.”

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT amount.

Column (6) DEVELOPMENT OR COMMUNITY ACCESS PROJECT costs eligible for up to 100% of GRANT amount.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31, 2022.

The final payment (not less than 20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 36).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

For COMMUNITY ACCESS PROJECTS:

1. Payment Request Form (page 34)
2. Grant Expenditure Form (page 35)
3. Final Funding Sources Form (page 21)
4. PROJECT COMPLETION Certification Form (page 37)

For development PROJECTS, the GRANTEE must submit these additional documents:

5. Photo of the bond act sign and location (page 28)
6. Recorded Deed Restriction if not already provided (page 29)
7. Completed CEQA if not already provided (page 22)
8. Notice of Completion (optional)⁵

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

⁵ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.

Project Completion Certification Form

Grantee: _____ Project Number: _____

Grantee contact for audit purposes

Name: _____

Address: _____

Phone: (____) _____ Email: _____

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$ _____

Interest spent on eligible costs: \$ _____

Was a Notice of Completion filed with the County Recorder? Yes ___ No ___

Certification:

I hereby certify that all Grant funds were expended on the above named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

GRANTEE'S AUTHORIZED REPRESENTATIVE
(Printed or Typed name)

Title

GRANTEE'S AUTHORIZED REPRESENTATIVE (Signature)

Date

Advance Payments

- ADVANCE payments are made at the discretion of OGALS. OGALS reserves the right to disapprove ADVANCE payment requests.
 - Past performance, GRANTEE capacity, and the GRANTEE'S financial resources will all be considered before issuing an ADVANCE.
 - GRANTEE'S that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer (page 53).
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds, and any interest earned on those funds, *must* be spent within six months of receipt, or returned to OGALS.
- The sum of DEVELOPMENT and COMMUNITY ACCESS PROJECT ADVANCES cannot exceed 50% of the PROJECT amount.

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
ADVANCE(s) costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	• Payment Request Form • ADVANCE justification (see below)

Construction Advance and Community Access Project Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
ADVANCE(s) costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	• Payment Request Form • ADVANCE justification (see below) • Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule • Filed NOD or NOE (page 22)

Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 35) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest* (or 125% of the ADVANCE amount if match is required).
- Submit photos of construction completed and the construction sign (see page 28) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six month ADVANCE period. OGALS will then return the GRANT funds to the contract balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the GRANT and MATCH amounts	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE'S AUTHORIZED REPRESENTATIVE:
 - a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 13).
 - c) GRANT contract number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the contract provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
3. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 34).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisition(s), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earliest*.

Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Per Capita Program

Grantee: Grantee

Grant Performance Period is from July 1, 20xx through June 30, 20xx

CONTRACT PERFORMANCE PERIOD is from July 1, 20xx through June 30, 20xx

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

Total State grant amount not to exceed \$ Grant amount

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By _____

GRANTEE

By

(Typed or printed name of Authorized Representative)

(Signature of AUTHORIZED REPRESENTATIVE)

Title

Date

Date _____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and [grantee name] (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set

forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of

the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the

purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of

implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

By: _____

Signature of Authorized Representative

Title: _____

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE's wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE's established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR. (See page 49, Audit Checklist). All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of grant funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, you may contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- _____ Summary list of bidders (including individual bid packages)
- _____ Recommendation by reviewer of bids
- _____ Awarding by governing body (minutes of the meeting/resolution)
- _____ Construction contract agreement
- _____ Contract bonds (bid, performance, payment)
- _____ Contract change orders
- _____ Contractor's progress billings
- _____ Payments to contractor (cancelled checks/warrants, bank statements and EFT receipts**)
- _____ Stop Notices (filed by sub-contractors and release if applicable)
- _____ Liquidated damages (claimed against the contractor)
- _____ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- _____ Authorization/work order identifying project
- _____ Daily time sheets signed by employee and supervisor
- _____ Hourly rate (salary schedules/payroll register)
- _____ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- _____ Authorization/work order
- _____ Daily time records identifying the project site
- _____ Hourly rate related backup documents

MINOR CONTRACTS/MATERIALS/SERVICES/ EQUIPMENT RENTALS

- _____ Purchase orders/Contracts/Service Agreements
- _____ Invoices
- _____ Payments (actual cancelled checks/warrants, bank statements and EFT receipts **)

ACQUISITION

- _____ Appraisal Report
 - _____ Did the owner accompany the appraiser?
 - _____ 10 year history
- _____ Statement of just compensation (signed by seller)
- _____ Statement of difference (if purchased above appraisal)
- _____ Waiver of just compensation (if purchased below appraisal: signed by seller)
- _____ Final Escrow Closing Statement
- _____ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- _____ GRANT deed (vested to the participant) or final order of condemnation
- _____ Title insurance policy (issued to participant)
- _____ Relocation documents
- _____ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- _____ Schedule of interest earned on State funds advanced
Note: Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.

AGREEMENT/CONTRACTS

- _____ Leases, agreements, etc., pertaining to developed/acquired property
- _____ Proof of insurance pertaining to developed/acquired property

* Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.

** Front and back if copied.

References

Public Resources Code relating to the Per Capita program

80000.

This division shall be known, and may be cited, as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

80001.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:

- (3) To the extent practicable, a project that receives moneys pursuant to this division will include signage informing the public that the project received funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.
- (5) To the extent practicable, a project that receives moneys pursuant to this division will provide workforce education and training, contractor, and job opportunities for disadvantaged communities.
- (7) To the extent practicable, administering entities should measure or require measurement of greenhouse gas emissions reductions and carbon sequestrations associated with projects that receive moneys pursuant to this division.
- (8) To the extent practicable, as identified in the “Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.

80002.

(d) “Department” means the Department of Parks and Recreation.

(n) “Severely disadvantaged community” means a community with a median household income less than 60 percent of the statewide average.

80008.

(c) (1) Up to 5 percent of funds available pursuant to each chapter of this division shall, to the extent permissible under the State General Obligation Bond Law (Chapter 4 (commencing

with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code) and with the concurrence of the Director of Finance, be allocated for community access projects that include, but are not limited to, the following:

- (A) Transportation.
- (B) Physical activity programming.
- (C) Resource interpretation.
- (D) Multilingual translation.
- (E) Natural science.
- (F) Workforce development and career pathways.
- (G) Education.
- (H) Communication related to water, parks, climate, coastal protection, and other outdoor pursuits.

80020.

Moneys allocated pursuant to this division shall not be used to fulfill any mitigation requirements imposed by law.

CHAPTER 3. Investments in Protecting, Enhancing, and Accessing California's Local and Regional Outdoor Spaces

80060.

For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

80061.

- (a) The sum of two hundred million dollars (\$200,000,000) shall be available to the department, upon appropriation by the Legislature, for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients shall be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.
- (b) The sum of fifteen million dollars (\$15,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of 200,000 or less in population. For purposes of this subdivision, "urbanized county" means a county with a population of 500,000 or more. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under subdivision (a).
- (c) Unless the project has been identified as serving a severely disadvantaged community, an entity that receives an award pursuant to this section shall be required to provide a match of 20 percent as a local share.

80062.

- (a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 80061 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city's and district's allocation shall be in the same ratio as the city's or district's population is to the

combined total of the state's population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

- (2) On or before April 1, 2020, a city and a district that are subject to paragraph (1), and whose boundaries overlap, shall collaboratively develop and submit to the department a specific plan for allocating the grant funds in accordance with the formula specified in paragraph (1). If, by that date, the plan has not been developed and submitted to the department, the director shall determine the allocation of the grant funds between the affected jurisdictions.
- (b)(1) The department shall allocate 40 percent of the funds available pursuant to subdivision (a) of §80061 to counties and regional park districts, regional park and open-space districts, open-space authorities formed pursuant to Division 26 (commencing with §35100), and regional open-space districts formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5.
- (2) Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of four hundred thousand dollars (\$400,000).
- (3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.
- (c) For the purpose of making the calculations required by this section, population shall be determined by the department, in cooperation with the Department of Finance, on the basis of the most recent verifiable census data and other verifiable population data that the department may require to be furnished by the applicant city, county, or district.
- (d) The Legislature intends all recipients of funds pursuant to subdivision (a) of §80061 to use those funds to supplement local revenues in existence on the effective date of the act adding this division. To receive an allocation pursuant to subdivision (a) of §80061, the recipient shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. For purposes of this subdivision, the Controller may request fiscal data from recipients for the preceding three fiscal years. Each recipient shall furnish the data to the Controller no later than 120 days after receiving the request from the Controller.

80063.

- (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of §80061. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.

- (b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

Allocation Tables

Following are the allocations for Per Capita GRANTEES.

Allocation Transfer⁶ – Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity, provided that the following requirements are met:

1. *All required documentation must be submitted no later than six months from the end of the encumbrance period.*
2. The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount.
3. The recipient must be eligible to receive Per Capita funds.
4. The recipient must have submitted the authorizing resolution shown on page 6.
5. The recipient must submit a resolution authorizing the receipt of funds; the resolution must state the donor and the transferred amount.

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions beginning on page 9.

AUTHORIZED REPRESENTATIVE – the GRANTEE’S designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE’S proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

COMMUNITY ACCESS PROJECT – a) transportation, b) physical activity programming, c) resource interpretation, d) multilingual translation, e) natural science, f) workforce development and career pathways, g) education, h) communication related to water, parks, climate, coastal protection, and other outdoor pursuits pursuant to Public Resources Code §80008(c)(1)

⁶ Please contact OGALS for sample transfer and recipient resolutions.

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that ELIGIBLE COSTS may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE’S employees working on the PROJECT SCOPE.

OGALS – DPR’s Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the APPLICATION PACKET to be completed with GRANT funds.

PROJECT COMPLETION – when the PROJECT is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 36 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Procedural Guide, and the GRANT contract.

SCOPE – the acquisition, recreation features and major support amenities, **or COMMUNITY ACCESS PROJECT** described in the APPLICATION PACKET that must be completed prior to final GRANT payment.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the acquisition, or recreation features and major support amenities described in the APPLICATION PACKET.



CITY COUNCIL REPORT

7E

DATE: NOVEMBER 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER

SUBJECT: APPROVE AN AMENDMENT TO THE CONTRACT AND ISSUE A TASK ORDER FOR 4LEAF FOR STAFF AUGMENTATION FOR AN AMOUNT NOT TO EXCEED \$211,285

RECOMMENDATION

It is recommended that the City Council approve a resolution to:

1. Authorize the City Manager to execute an amendment to the On-Call contract with 4Leaf for a Task Order for staff augmentation in an amount not to exceed \$211,285; and
2. Authorize the Finance Director to amend the adopted budget to re-allocate \$119,704 from Salaries and Benefits to Professional Services in Fund 212, in Budget Units 461, 462, and 465.

BACKGROUND

We have been and expect to continue to experience a lot of activity in the Building and Planning divisions of the Development Services Department. To be able to deliver service to the development community and home owners, it is necessary for the City to continue to rely upon our On-Call Consultants for staff augmentation.

On November 13, 2018, the City Council approved Resolution No. 2018-101 approving on-call contract services for a number of consulting firms. M-Group, 4Leaf, CSG, and Safebuilt are firms on the On-Call list able to provide these services. The City has most recently been utilizing the services of 4Leaf for our new Code Enforcement position and our Permit Technician positions. Additionally, we are using 4leaf to provide a project specific Planner for several large development projects.

We are currently recruiting for our new Code Enforcement Officer position, with interviews scheduled for November 12th. And we just successfully completed our recruitment for the two Permit Technician positions.

REVIEW & ANALYSIS

It is vital that we continue to rely on our On-Call Consultants for staff augmentation for positions when they are vacant to be able to deliver service to the community. Based on actual need and recent staff hires, it is estimated that we will need \$245,000 the total for all currently planned staff augmentation from 4Leaf for the 2019/20 FY

On May 7, 2019, Council approved a Task Order for \$100,000 for an Interim Planning Manager. On June 4, 2019, Council approved a Task Order for \$50,000 for Project Specific Planner. These two Task Orders have \$33,715 in funding to carry over into FY 2019/20. \$211,285 needs to be added to the Task Orders.

FISCAL IMPACT

To provide the funding necessary to cover this task order it is proposed to reallocate salary and benefits for the vacant positions to professional services. It is recommended to re-allocate \$119,704 in funds from Salaries and Benefits to Professional Services as follows: \$20,424 in 461, Planning; \$54,400 in 462, Building; and \$44,880 in 465, Code Enforcement. There is no new funding being requested at this time, simply a reallocation from the Salaries/Benefits line item to the Professional Services line item.

The remainder of the required funding is already budgeted in the Professional Services line item for each budget unit.

ATTACHMENTS

- A. Resolution
- B. 4Leaf Contract Amendment Task Order

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA,
APPROVING AN AMENDMENT TO THE ON CALL CONTRACT WITH
4LEAF ISSUING A TASK ORDER FOR CONTRACT STAFF AUGMENTATION
IN AN AMOUNT NOT TO EXCEED TO \$211,285**

WHEREAS, the City has utilized 4Leaf for many years for staff augmentation for planner, permit technician, and building inspection;

WHEREAS, in November 13, 2018, the City Council approved several on-call contracts which included 4LEAF for a period of four (4) years ending November 13, 2022 with the understanding that any contract amendments in excess of \$45,000 be presented to the City Council for approval; and

WHEREAS, the City is currently recruiting for a Code Enforcement Officer and a Building Inspector; and

WHEREAS, the City continues to experience high levels of building activity and Code Enforcement service requests from the public; and

WHEREAS, 4Leaf can provide the staff augmentation for these positions; and

WHEREAS, the City continues to utilize the services of a project specific Planner for several large development projects; and

WHEREAS, the total anticipated cost for all currently planned staff augmentation from 4Leaf is expected to be \$245,400 for the 2019/20 FY; and

WHEREAS, the Council approved two Task Orders late in FY 18/19 for a total of \$150,000 for staff augmentation in FY 18/19 with \$34,115 still available for FY 19/20.

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

1. Authorize the City Manager to execute an amendment to the On-Call contract for a task order for 4Leaf to provide additional staff augmentation for an amount not to exceed \$211,285; and
2. Authorize the Finance Director to re-allocate \$119,704 in funds from Salaries and Benefits to Professional Services as follows: \$20,424 in 461, Planning; \$54,400 in 462, Building; and \$44,880 in 465, Code Enforcement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 5th day of November 2019, by the following vote:

Pinole City Council
Resolution No. 2019-__

Page 2

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 5th day of November 2019.

Heather Iopu, CMC
City Clerk

**AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND
4LEAF**

This Amendment to the Consulting Services Agreement dated November 20, 2018 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and 4LEAF ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below.

Effect of Amendment. The terms and conditions of this Amendment are intended by the Parties to modify the Agreement. To the extent there is any inconsistency between the terms of this Amendment and the terms of the Agreement and/or its Appendix, the terms of this Amendment shall control.

Exhibit A and B shall read as follows:

Task Order to provide staff augmentation in an amount not to exceed \$211,285 bringing the total value of the Task Orders for FY 19/20 to \$245,000.

With the exception of the foregoing, all other terms and conditions in the Services Agreement, dated November 20, 2018, remain in force and effect.

The Parties have executed this Amendment to the Agreement as of the date signed by the Authority.

City of Pinole

Contractor

Michelle Fitzer
City Manager

Dated: _____

Dated: _____

Approved as to Form

Eric S. Casher
City Attorney

Dated: _____



CITY COUNCIL REPORT

7F

DATE: NOVEMBER 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER

SUBJECT: APPROVE AN AMENDMENT TO THE CONTRACT FOR A TASK ORDER FOR M GROUP FOR STAFF AUGMENTATION FOR AN AMOUNT NOT TO EXCEED \$87,000

RECOMMENDATION

It is recommended that the City Council approve a resolution to authorize the City Manager to execute an amendment to the On-Call contract with M Group for a Task Order for staff augmentation in an amount not to exceed \$87,000.

BACKGROUND

We have been and expect to continue to experience a lot of activity in the Building and Planning divisions of the Development Services Department. To be able to deliver service to the development community and home owners, it is necessary for the City to continue to rely upon our On-Call Consultants for staff augmentation.

On November 13, 2018, the City Council approved Resolution No. 2018-101 approving on-call contract services for a number of consulting firms. M-Group, 4Leaf, CSG, and Safebuilt are firms on the On-Call list able to provide these services. The City has most recently been utilizing the services of M Group for Associate Planner services. The additional services are necessary to keep up with the peak workload.

REVIEW & ANALYSIS

It is vital that we continue to rely on our On-Call Consultants for staff augmentation to assist in managing the variable workload. We have seen a large volume of projects in Pinole; the additional resources are required to deliver service to the community and provide them in a timely manner.

FISCAL IMPACT

The funding necessary to cover this task order was already budgeted in the Professional Services line item for budget unit 461, so there is no fiscal impact.

ATTACHMENTS

- A. Resolution
- B. M Group Contract Amendment Task Order

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA,
APPROVING AN AMENDMENT TO THE ON CALL CONTRACT WITH
M GROUP ISSUING A TASK ORDER FOR CONTRACT STAFF AUGMENTATION
IN AN AMOUNT NOT TO EXCEED TO \$87,000**

WHEREAS, the City has utilized M Group in recent years for staff augmentation for Planner services;

WHEREAS, in November 13, 2018, the City Council approved several on-call contracts which included M Group for a period of four (4) years ending November 13, 2022 with the understanding that any contract amendments in excess of \$45,000 be presented to the City Council for approval; and

WHEREAS, the City is currently experiencing high levels of building activity; and

WHEREAS, M Group can provide the staff augmentation to assist the City in performing services for the peak in planning needs brought about by development; and

WHEREAS, the total anticipated cost for all currently planned staff augmentation from M Group for FY19/20 is expected to be \$87,000; and

WHEREAS, funding for this task will be provided through the fee structure for services; and

WHEREAS, funding for this effort has already been allocated in the adopted FY 2019/20 budget.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Pinole does hereby authorize the City Manager to execute an amendment to the On-Call contract for a task order for M Group to provide staff augmentation in an amount not to exceed \$87,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 5th day of November 2019, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Pinole City Council
Resolution No. 2019-____
Page 2

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 5th day of November 2019.

Heather Iopu, CMC
City Clerk

**AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND
M GROUP**

This Amendment to the Consulting Services Agreement dated November 20, 2018 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and M Group ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below.

Effect of Amendment. The terms and conditions of this Amendment are intended by the Parties to modify the Agreement. To the extent there is any inconsistency between the terms of this Amendment and the terms of the Agreement and/or its Appendix, the terms of this Amendment shall control.

Exhibit A and B shall read as follows:

Task Order to provide staff augmentation in an amount not to exceed \$87,000.

With the exception of the foregoing, all other terms and conditions in the Services Agreement, dated November 20, 2018, remain in force and effect.

The Parties have executed this Amendment to the Agreement as of the date signed by the Authority.

City of Pinole

Contractor

Michelle Fitzer
City Manager

Dated: _____

Dated: _____

Approved as to Form

Eric S. Casher
City Attorney

Dated: _____



CITY COUNCIL REPORT

7G

DATE: NOVEMBER 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: HEATHER IOPU, CITY CLERK

**SUBJECT: PLACEMENT OF LIENS FOR DELINQUENT UNPAID WASTE
COLLECTION CHARGES FALLING DELINQUENT BETWEEN
MAY & AUGUST 2019, CONSIDERED AT AN ADMINISTRATIVE
HEARING ON OCTOBER 3, 2019**

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the placement of liens for the purpose of collecting outstanding payments for garbage collection services pursuant to PMC Section 8.08.110 (b) and (c).

BACKGROUND

Pursuant to Section 8.08 of the Pinole Municipal Code, an administrative hearing was held on October 3, 2019 regarding unpaid garbage collection services that fell delinquent between May and August 2019. No parties attended the hearing to protest the charges. The administrative hearing was the final step in the process to collect the delinquencies, prior to Council approval to place the liens on the subject properties to recover the full amount owed, including delinquent charges and administrative fees.

FISCAL IMPACT

The City of Pinole receives an administrative recovery charge for each lien at the time of tax settlement or payment of the lien. There are 123 properties on which liens are being imposed, representing a total of \$44,429.36 in delinquent service charges. The total administrative recovery fee is \$60 per lien; a portion of which is remitted to Contra Costa County. The administrative recovery fees are \$7,380.00; the total lien amount including recovery fees are \$51,809.36.

Following approval by Council, a revised list will be provided to the City Clerk for recording, removing properties where accounts have been brought current since the publication of this report.

ATTACHMENT

A Resolution

RESOLUTION NO. 2019-____

RESOLUTION OF THE CITY COUNCIL OF PINOLE, CALIFORNIA, PLACING LIENS ON PROPERTIES SITUATED IN THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS UNPAID WASTE COLLECTION CHARGES FROM AN ADMINISTRATIVE HEARING CONDUCTED OCTOBER 3, 2019

WHEREAS, pursuant to the Municipal Code of the City of Pinole, Chapter 8.08, Section 8.08.090, subscription to garbage collection service is required for all premises in the City of Pinole, and the premises described in Exhibit "A" located in the City of Pinole, County of Contra Costa, State of California, were provided with garbage collection services as required by PMC, Chapter 8.08; and

WHEREAS, pursuant to the provisions of Section 8.08.110, the owners of said premises were notified in writing of their requirement to subscribe to and make payment for garbage collection services as provided in said Code Section; and

WHEREAS, the owners of the premises failed to make payment for garbage collection services as required (collection charges fell delinquent between May and August 2019); and

WHEREAS, pursuant to the provisions of Section 8.08.110, a hearing was held on October 3 2019; and

WHEREAS, as a result thereof, the City of Pinole has incurred expenses for delinquent collection charges and administrative costs as enumerated in Exhibit "A"*, which amounts remain unpaid.

NOW THEREFORE BE IT RESOLVED that pursuant to Section 8.08.110 of the Municipal Code of the City of Pinole, the City Council of the City of Pinole does hereby place a lien against said premises for the amounts as described above and as applicable to each specific premise identified as Exhibit "A" attached hereto and, by this reference, incorporated herein; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record this resolution with the Office of the Recorder of Contra Costa County, California.

PASSED AND ADOPTED this 5th day of **November, 2019**, 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 this 5th day of November, 2019.

Heather Iopu, CMC
City Clerk

* Exhibit A is not included as an attachment to this resolution that is posted on the City website or disseminated as part of the City Council Agenda Packet. The names of the individuals are confidential until the liens are recorded and become public record.



CITY COUNCIL REPORT

7H

DATE: NOVEMBER 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER

SUBJECT: UPDATE TO THE MEASURE S 2014 FIVE-YEAR FUNDING PLAN

RECOMMENDATION

It is recommended that the City Council approve the updated Measure S 2014 Five-Year Funding Plan.

BACKGROUND

In November 2014, the Pinole voters approved Measure S 2014 which included a general sales tax measure of ½ cent. The City Council recognized that it would be financially prudent to approve a five-year spending plan, and to maintain these funds in a separate fund from the General Fund. The City Council approved the initial five-year plan on May 5, 2015. The Measure S 2014 Five-Year Funding Plan has been amended each subsequent fiscal year.

REVIEW AND ANALYSIS

Appropriations for a new Five-Year Plan were approved by City Council June 18, 2019 with the adoption of the FY2019-20 Operating Budget. The new Measure S 2014 Five-Year Funding Plan covers fiscal years 2019-20 through 2023-24. Subsequent to the adoption in June 2019, the plan was amended on October 1, 2019 to add projects through the Capital Improvement Plan, which was approved on September 17, 2019.

Another amendment is now before Council in response to the Camera Upgrade Project through the Police Department, approved by the Council on October 15th. The project total is \$264,051, which was authorized from the Measure S 2014 Fund Balance.

The revised plan before Council for consideration now includes a total of \$1,956,650 in requested use of Fund Balance in FY 2019/20. Given the modification, the estimated Fund Balance at June 30, 2020 is projected to be \$1,045,204. It should be noted that future fiscal years also include some planned use of Fund Balance totaling \$482,000.

FISCAL IMPACT

The update proposed to the Measure S 2014 5-Year Funding Plan was approved by the Council October 15, 2019. The change utilizes Fund Balance, which will reduce

the available balance from that originally anticipated and approved by Council in June 2019.

ATTACHMENTS

- A Resolution
- B Updated Measure S 2014 Five-Year Funding Plan

RESOLUTION NO. 2019-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, APPROVING THE UPDATED MEASURE S 2014 FIVE-YEAR FUNDING PLAN

WHEREAS, the Council approved a new Measure S 2014 Five-Year Funding Plan as part of the City's Operations Budget on June 18, 2019; and

WHEREAS, the approval of the Fiscal Year 2019-20 through 2023-24 Capital Improvement Plan and budget for FY 2019-20 on September 17, 2019, included additional allocation of Measure S 2014 funding not known as of June 18, 2019; and

WHEREAS, the approval of camera system upgrade project out of Measure S 2014 Fund Balance on October 15, 2019 was not known as of the last update to the Funding Plan on October 1, 2019; and

WHEREAS, an amendment is needed to the Measure S 2014 Five-Year Funding Plan to accommodate the additional funding allocation.

NOW THEREFORE, BE IT RESOLVED that the Pinole City Council does hereby approve the updated Measure S 2014 Five-Year Funding Plan.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 5th day of November 2019 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 5th day of November 2019.

Heather Iopu, CMC
City Clerk

CITY OF PINOLE
MEASURE S 2014 FIVE-YEAR FUNDING PLAN
ADOPTED JUNE 18, 2019 / REVISED OCTOBER 1, 2019 / REVISED NOVEMBER 1, 2019

Annual Available Funding Approx \$1.9 Million based on 95% of HdL Projections

Had to move \$100,000 in MS 06 allocation to MS 14 due to the loss of 3 large retailers

Functional Area	Notes	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
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Cable Television

Operating Contribution		\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000
Total		\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000

City Facilities

Roof Repairs/Replace Roof Flashing - All City Facilities	[1]	\$ -	\$ 272,000	\$ 140,000	\$ -	\$ -
Replace HVAC & Associated Roof at Senior Center	[1]	\$ 110,000	\$ -	\$ -	\$ -	\$ -
Replace HVAC at City Hall	[2]	\$ 120,000	\$ -	\$ -	\$ -	\$ -
Paint City Hall Inside and Outside	[1]	\$ -	\$ 70,000	\$ -	\$ -	\$ -
Fowler House Lot Reuse	[2]	\$ 200,000	\$ -	\$ -	\$ -	\$ -
Total		\$ 430,000	\$ 342,000	\$ 140,000	\$ -	\$ -

City Hall

Annual Measure S 2014 Audit		\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Management Partners Contract - Council Team Building & Community Strategic Planning Projects	[2]	\$ 57,200				
Laserfiche Training in IT budget	[1]	\$ 3,600	\$ -	\$ -	\$ -	\$ -
Replacement of document scanner in IT budget	[2]	\$ 20,000	\$ -	\$ -	\$ -	\$ -
HdL Contract for Sales Tax Analysis		\$ 1,233	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250
Total		\$ 83,233	\$ 2,450	\$ 2,450	\$ 2,450	\$ 2,450

Recreation

Operating Subsidy - Swim Center		\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Ancillary Equip/Software for Rec Desk	[1]	\$ 39,000				
Summer Sounds in the Park- Twice a Summer		\$ 2,500	\$ 3,000	\$ 3,500	\$ 4,000	\$ 4,500
Cinema in the Park-3 Times a Summer		\$ 2,000	\$ 2,000	\$ 2,500	\$ 2,500	\$ 2,500
Community Service Commission		\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Annual Tree Lighting		\$ 1,000	\$ 2,000	\$ 2,500	\$ 2,500	\$ 2,500
Replace Senior Center Equipment: FY 19/20 = Dishwasher; 20/21 = Tables; 21/22 = Chairs		\$ 7,000	\$ 23,000	\$ 28,000	\$ -	\$ -
Replace Commercial Refrigerator, Freezer & Stove at Youth Center		\$ 8,200	\$ -	\$ -	\$ -	\$ -
Replace Vinyl Floor at Youth Center		\$ -	\$ -	\$ 10,000	\$ -	\$ -
Tiny Tots: FY 19/20 = Furniture, Tables, Shelves Replacement; 20/21 = Dishwasher; 21/22 = Shade; 22/23 = Countertop; 23/24 = Restroom Walls/Floor Repair/Replace.		\$ 14,800	\$ 550	\$ 2,400	\$ 1,900	\$ 11,000
Total		\$ 121,500	\$ 77,550	\$ 95,900	\$ 57,900	\$ 67,500

Development Services

Project Manager (Full Time 50% Measure S and 50% from Other Funding Sources)		\$ 77,810	\$ 83,257	\$ 89,085	\$ 95,321	\$ 101,993
Initiate Internal Services Fund-Depreciation to Replace 2 Vehicles/Year Excludes Heavy Equipment		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Downtown Parking & Pedestrian Safety Improvements Study	[2]	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Code Enforcement Vehicle		\$ 30,000	\$ -	\$ -	\$ -	\$ -
Tablet for Code Enforcement		\$ 2,000	\$ -	\$ -	\$ -	\$ -
Total		\$ 214,810	\$ 88,257	\$ 94,085	\$ 100,321	\$ 106,993

Parks

Annual re sod @ two Soccer Fields		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Replace Chips/Rubber Matting at various locations (carryover)	[1]	\$ 50,000	\$ -	\$ -	\$ -	\$ -
Annual bench/table repairs/replacement		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Replace Fernandez Park turf & annual repairs		\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
New Restrooms at Fernandez Park	[1]	\$ 333,603	\$ -	\$ -	\$ -	\$ -
Senior Center Parking Lot Pavement Maintenance	[1]	\$ 67,196	\$ -	\$ -	\$ -	\$ -
Pinole Valley Park Soccer Field Rehabilitation	[2]	\$ 200,000	\$ -	\$ -	\$ -	\$ -
Fernandez Park Baseball Field Rehabilitation	[2]	\$ 200,000	\$ -	\$ -	\$ -	\$ -
Total		\$ 865,799	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000

CITY OF PINOLE
MEASURE S 2014 FIVE-YEAR FUNDING PLAN
ADOPTED JUNE 18, 2019 / REVISED OCTOBER 1, 2019 / REVISED NOVEMBER 1, 2019

Annual Available Funding Approx \$1.9 Million based on 95% of HdL Projections

Had to move \$100,000 in MS 06 allocation to MS 14 due to the loss of 3 large retailers

Functional Area	Notes	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
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Public Works

1 Maintenance Worker (Full Time)		\$ 108,991	\$ 116,620	\$ 124,784	\$ 133,519	\$ 142,865
Initiate Internal Services Fund-Depreciation to Replace 2 Vehicles/Year Excludes Heavy Equipment		\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Initiate Internal Services Fund-Depreciation for Heavy Equipment		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Residential/Arterial Street Maintenance Program		\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Storm Drainage Master Plan - Phased		\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ -
Storm Drainage Annual Rehabilitation			\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Hazel Street Drainage Improvements	[4]	\$ 192,000				
Replacement of Traffic Signs		\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Public Tree Maintenance		\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Sidewalk Maintenance		\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Pedestrian Bridge Inspection & Maintenance	[2]	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Total		\$ 1,065,991	\$ 931,620	\$ 939,784	\$ 923,519	\$ 932,865

Police

Community Safety Specialist (1 Full Time)	[3]	\$ 103,087	\$ 110,303	\$ 118,024	\$ 126,286	\$ 135,126
1 Vehicle Replacement		\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000
Patrol Overtime (reallocated from MS '06)		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Dispatch Overtime		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Camera System Upgrades Project	[2]	\$ 264,051				
Emergency Preparedness	[1]	\$ 50,000				
Total		\$ 597,138	\$ 290,303	\$ 298,024	\$ 306,286	\$ 315,126

Fire

Full Time Fire Chief		\$ 263,628	\$ 282,082	\$ 301,828	\$ 322,956	\$ 345,563
Station 73 & 74 Maintenance		\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Fire Training Academy		\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Annual Dept Training Requirements		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Replace Training Props		\$ 2,500	\$ -	\$ -	\$ -	\$ -
Total		\$ 306,128	\$ 332,082	\$ 351,828	\$ 372,956	\$ 395,563

City Attorney

Municipal Code Update		\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Total		\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000

Grand Total

\$ 3,774,599	\$ 2,174,262	\$ 2,032,070	\$ 1,873,431	\$ 1,930,497
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One-time use of Fund Balance		\$ 1,692,599	\$ 342,000	\$ 140,000
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Net Current FY Revenue Required	\$ 2,082,000	\$ 1,832,262	\$ 1,892,070	\$ 1,873,431	\$ 1,930,497
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Total Fund Balance as of 6/30/18 **\$ 3,001,854**

Net Allocated Fund Balance as of 3/31/19	\$ 535,218
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Estimated Unallocated Fund Balance as of 6/30/19	\$ 2,466,636
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Requested Use of Unallocated Fund Balance for FY 19/20	\$ 1,421,432
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Estimated Fund Balance as of June 30, 2020	\$ 1,045,204
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NOTES:

[1] Carried over from prior FYs; to be paid out of Fund Balance.

[2] One-time expense recommended to be paid from Fund Balance

[3] Was funded as 2 part-time in prior years; requesting to make it 1 F/T

[4] \$150,000 transferred from Storm Drain Annual Rehab Allocation; Additional \$42,000 requested from Fund Balance.



CITY COUNCIL REPORT

71

DATE: NOVEMBER 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHELLE FITZER, CITY MANAGER

SUBJECT: APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH EMERGENCY SERVICES CONSULTING INTERNATIONAL (ESCI) IN AN AMOUNT NOT TO EXCEED \$10,500 TO PERFORM ADDITIONAL ANALYSIS IN THE FIRE SERVICE DELIVERY STUDY

RECOMMENDATION

It is recommended that the City Council approve a Professional Services Agreement with ESCI in an amount not to exceed \$10,500 to perform additional analysis in the Fire Services Delivery Study, authorize the City Manager to execute the Amendment, and authorize the Finance Director to amend the budget accordingly.

BACKGROUND

At their March 19, 2019 meeting the Council approved a Professional Services Agreement with ESCI to perform a Fire Services Delivery Study in an amount not to exceed \$60,000.

REVIEW & ANALYSIS

The ESCI team worked diligently with City staff to prepare the draft Fire Services Delivery Study. The Council received the draft report at a special workshop held on October 8th. At that meeting, Council requested additional analysis be completed as part of preparation of the final report. That included:

- Evaluation of the possibility of implementing a Reserve Firefighter Program;
- Evaluation of the possibility of running a Paramedic (non-Firefighter) unit out of Station 74;
- Adding a cost allocation line item for each service delivery model option that includes a low-income senior discount; and
- Updating the financial analyses to reflect updated 5-Year Forecasts for the General Fund and both Measure S funds.

FISCAL IMPACT

The proposal for the Amendment reflects a cost of approximately \$10,500, which brings the total authorized contract cost to \$70,500.

The recommended funding source remains Measure S 2006 Fund Balance, which is currently over \$2 million dollars.

ATTACHMENTS

- A: Resolution
- B: ESCI Proposal for Fire Service Delivery Study
- C: Amendment to Professional Services Agreement

RESOLUTION NO. 2019-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT
WITH EMERGENCY SERVICES CONSULTING INTERNATIONAL (ESCI) IN AN
AMOUNT NOT TO EXCEED \$10,500 TO PERFORM ADDITIONAL ANALYSIS IN THE
FIRE SERVICE DELIVERY STUDY**

WHEREAS, at their March 19, 2019 meeting the Council approved a Professional Services Agreement with ESCI to perform a Fire Services Delivery Study in an amount not to exceed \$60,000; and

WHEREAS, the Council received the draft Report at a special workshop held on October 8, 2019; and

WHEREAS, at the October 8th meeting, Council requested additional analysis be completed as part of preparation of the final report, including:

- Evaluation of the possibility of implementing a Reserve Firefighter Program;
- Evaluation of the possibility of running a Paramedic (non-Firefighter) unit out of Station 74;
- Adding a cost allocation line item for each service delivery model option that includes a low-income senior discount; and
- Updating the financial analyses to reflect updated 5-Year Forecasts for the General Fund and both Measure S funds; and

WHEREAS, the proposal for the Amendment reflects a cost of approximately \$10,500, which brings the total authorized contract cost to \$70,500; and

WHEREAS, the recommended funding source remains Measure S 2006 Fund Balance, which is currently over \$2 million dollars.

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

Section 1: Authorize the City Manager to execute an Amendment to the Professional Service Agreement with Emergency Services Consulting International (ESCI) in an amount not to exceed \$10,500 to perform additional analysis in the Fire Services Delivery Study, bringing the total contract approval to \$70,500; and

Section 2: Authorize the Finance Director to amend the FY 2019/20 budget to add an additional \$10,500 expenditure in the Fire Department Professional Services line item for the ESCI contract, allocated from Measure S 2006 Fund Balance.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 5th day of November, 2019 by the following vote:

Resolution No. 2019-
November 5, 2019
Page 2

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 5th day of November 2019.

Heather Iopu, CMC
City Clerk



ATTACHMENT B

Pinole Fire Department

Pinole, California

Proposal to Develop an Addendum to The

REGIONAL FIRE SERVICE DELIVERY STUDY

October 2019



Emergency Services
Consulting International

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Addendum to— Regional Fire Service Delivery Project Scope of Work

The following additional phase and tasks will be completed to produce an addendum to the final report and recommendations. This methodology has been developed specifically for this project based on our understanding of the City of Pinole's expectations. ESCI will utilize approaches, tools, and techniques proven through experience to provide the kind and quality of information needed to make objective, informed decisions.

Phase I: Project Initiation & Information Acquisition

Task I-A: Initiate the Project

ESCI will work with the City of Pinole and the Pinole Fire Department to initiate the process for beginning the addendum to Phase VI of the original project.

Task I-B: Data Acquisition

ESCI will request from the City of Pinole, the Pinole Fire Department, and any other relevant individuals or organizations, the necessary data and information to complete this addendum.

Phase II: Prepare Addendum to Phase VI of Original Project

Task II-A: Update Original Financial Calculations

ESCI will utilize the City's updated 5-year projections for the General Fund, and both Measure S Funds to update all financial and option cost analysis within the original report.

Task II-B: Develop Parcel Tax Options

- ESCI will request pertinent information and data from the City and department. This data will be used extensively in the analysis and development of an updated formula and breakdown of parcel tax scenarios related to the funding of service-delivery recommendations.
- This option will include a calculation for Senior Citizen discount.

Task II-C: Reserve Firefighter Program.

- The ESCI project team will conduct an analysis of California, CAL-OSHA and NFPA Standards related to the operation of a reserve firefighter program.
- Costs, viability, and applicability for augmenting full time staff will be explored and commented on.

Task II-D: Proposal Review of Single-Role ALS Ambulance

- ESCI will review the proposal from CCFPD to provide the City with a dedicated single-role ALS ambulance. The proposal will be analyzed and compared with the current service-delivery needs of the City of Pinole.
- ESCI will analyze the efficiency of a two-person ALS-qualified Staffed Quick Attack Type VI apparatus versus a Contra Costa County Fire Protection District Contracted single-role ALS ambulance.

Phase III: Development, Review, & Delivery of the Project Addendum

Task III-A: Development & Review of Draft Report

ESCI will develop and produce an electronic version of the draft written addendum for review by the client and client representatives. Client feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. The report will include:

- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations highlighted for easy reference and cataloged as necessary in a report appendix

Task III-B: Publication of Final Addendum Report

- Following review of the draft, ESCI will complete any necessary revisions of the draft and produce five publication-quality bound, final versions of the written report along with an electronic copy in PDF file format.

Project Timeline & Fee Proposal

Project Completion Timelines

The timeline for the proposed project is anticipated to be 90 days or less. It is noted that the timing starts once the requested information is received from the client in response to ESCI's initial data request.

Reasonableness of Cost & Price

ESCI develops project pricing based on a system in which we identify a scope of work, calculate the hours estimated to complete each task as listed in the work plan, and assigning an hourly rate accordingly. Having completed hundreds of projects nationally and many in California, we have designed a pricing structure that is highly competitive and, most importantly, fair to the client. Hourly rates are translated into a total project cost. The proposed pricing is a fixed amount, inclusive of all expenses incurred. For this reason, absent changes to the scope of work that may be agreed upon, there will be no surprise cost overruns and are no hidden costs other than the stated contract value.

Project Rate/Fee Schedule

The following is a breakdown of the bid price by phase, consulting, and expense as outlined in the Scope of Work as follows:

Project Phase	Consulting Fees	Expenses	Total
Phase I: Project Initiation & Information Acquisition	\$0	\$0	\$0
Phase II: Prepare Addendum to Phase VI of Original Project	\$7,435	\$0	\$7,435
Phase III: Development, Review, & Delivery of Addendum	\$1,000	\$1,988	\$2,988
Total Cost of Project Without Option:			\$10,423

The rate schedule for all resources necessary to complete the proposed services is shown below. Any optional services requested by the client and performed by ESCI will be provided at the specific rates shown as assigned to specific job responsibilities and/or duties needed for the work.

- Project Manager: \$175/hour
- Associate Consultants: \$160/hour
- Additional Public Presentations: \$1,500 each (includes time and expenses)

Proposed Payment Schedule

- 10% payment due upon signing of the contract.
- Monthly invoicing thereafter as work progresses.

Information Relative to Cost Quotation

- Bid quotation is valid for 90 days.
- ESCI Federal Employer Identification Number: 23-2826074.
- When requested, and in a timely manner, the client will provide data, information, and materials required for the completion of the objectives outlined in the Scope of Work submitted in this proposal.
- ESCI shall perform any additional work on a time and materials basis as requested in writing by the client at a negotiated hourly rate.

Project Team Assignments

Emergency Services Consulting International has assigned the following associates to the project. All team members will be available for the duration of the project. Along with the project team, ESCI’s full-time staff will be available to assist on the project as needed. Detailed information on the background and qualifications of each member of the team will be found in Appendix A.

The selection and experience of the project manager is important to the success of this project. ESCI is offering a project manager who will:

- Assist in the development and coordination of a project work plan.
- Have the ability to work closely with your representatives.
- Facilitate project team meetings to share project findings and ideas.
- Provide direction based on experience in similar situations, and knowledge of organizational staff analyses.

Team Member	Project Assignments
Kurt Latipow, Project Manager	Project Manager; responsible for the overall content and quality of the project and will ensure that the project is accomplished on schedule and within budget.
Randy Parr	Financial components
John Stouffer, Regional Manager	General Project Oversight

Appendix A: Project Team Qualifications

Kurt Latipow

Senior Associate/Project Manager



Summary of Qualifications

Mr. Latipow has enjoyed 40 years in Public Safety with over 27 years of Public Administration in Fire Chief and Chief Officer positions. He has developed and implemented numerous comprehensive fire and emergency services related plans. Mr. Latipow has facilitated the adoption of those plans via a variety of governing bodies. Mr. Latipow offers extensive experience in developing and implementing emergency, strategic, master plans and succession plans/management processes as well as developing and implementing

Standards of Cover Analysis, Fees for Service Cost Recovery Programs and ALS Program Development and Implementation for both transport and engine company-based organizations.

Work Experience

- City of Lompoc, CA - Fire Chief
- Washoe County, NV - County Fire Services Coordinator
- City of Ukiah, CA - Fire Chief
- State of California, Governor's Office of Emergency Services – Deputy Chief, Fire and Rescue Branch
- Stanislaus Consolidated Fire Protection District, CA - Fire Chief/Chief Executive Officer
- Hesperia Fire Protection District, CA - Fire Chief
- City of Arroyo Grande, CA - Fire Chief/Director of Building and Fire
- City of Monterey Park Fire Department, CA - Battalion Chief/Fire Marshal

Education

- National Fire Academy – Accredited Executive Fire Officer
- California Fire Marshal Training and Education System

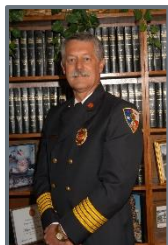
Publications and Instructor Experience

- IAFC/Volunteer Combination Officers 2017 Symposium in the West -Building Leaders From Within
- IAFC and League of California Cities 2016 - "The Achilles Heel of Local Government"
- California Fire Chiefs 2016 - "The Why and How of Succession Planning and Implementation"
- League of California Cities 2015 - "Contracting for Fire Services; the Trials, Tribulations, Landmines and Political Challenges"
- League of California Cities 2014 - "Leading Change in the New Reality"
- California Fire Chiefs Association 2012 - "Re-engineering Fire Service-Based Service Delivery"
- IAFC/ICMA 2012 - Success & Sustainability

Professional Affiliations

- California Fire Chiefs Association
- League of California Cities Fire Department – Past President
- League of California Cities Public Safety Policy – Past Committee Chair
- Life member International Association of Fire Chiefs

Note: This is a brief summary of Mr. Latipow's CV. A complete version can be made available on request

Randall Parr**Associate Consultant****Summary of Qualifications**

Mr. Parr has over 40 years of experience in the fire service including 20 years as a chief officer. He has served in four different fire departments in Texas and Missouri. The agencies he has worked for range from mid-sized combination fire districts serving a population of 100,000 to a leading a small municipal department's transition from a volunteer based delivery system to a career based delivery system. He has served the past 13 years in a career position as the fire chief for the City of Tomball, a suburb of the City of Houston Texas with a population of 25,000.

He is a certified public accountant and during his career has served as the chief financial officer of several large regional real estate developers and also served as the City of Tomball interim financial officer. Chief Parr brings his diverse skills to ESCI to provide inter-agency collaboration, strategic planning, master planning, and organizational evaluation. He has a track record of focusing on cost effectiveness and efficiency, with a reputation for building regional collaborative solutions. He has advised policy-makers on fire service delivery options, created financial models and has made presentations to larger workshops on such topics as regional collaboration.

Educational Background

- Bachelors in Business, Accounting Major, Indiana University, 1970
- Master's in Public Administration, Sam Houston State University, Huntsville, TX, 2016
- Executive Fire Officer Graduate – National Fire Academy
- Extensive training in leadership, financial management, and planning

Professional Experience

- Fire Chief/Emergency Management Coordinator – City of Tomball, TX (2004 – present)
- Fire Chief – Cypress Creek Fire Department, Houston, TX (1999 – 2004)
- Chief Financial Officer – Turner Adreac Development, Sugar Land, TX
- Controller/Financial Officer – Trammel Crow Residential/Gables Residential Trust

Relevant Experience

- Board of Directors of the Southwest Division of the IAFC
- Southeast Region Director, Texas Fire Chiefs Association
- Facilitator, Northwest Harris County Fire Chiefs Association
- Treasurer, Institution of Fire Engineers, USA Branch
- Peer Assessor I, Center for Public Safety Excellence Accreditation Site Team

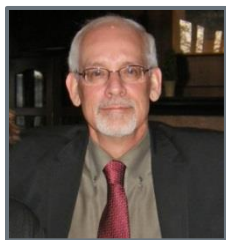
Associated Professional Accomplishments

- 2009 recipient of IAFC-VCOS John Buckman Leadership Award
- Developed UASI grant to equip 90 departments in a three-county area, including the City of Houston, with the same electronic accountability system
- Led the development of the Standards of Cover and Strategic plan for the Tomball Fire Department

Note: This is a brief summary of Mr. Parr's CV. A complete version can be made available on request.

John A. Stouffer

Western Regional Manager/Project Manager



Summary of Qualifications

Mr. Stouffer began his career in public safety in 1976 as a firefighter/EMT with Yakima County (WA) Fire District #10, where he established the first EMS program in the department. In 1980, he attended the Paramedic Program at Central Washington University and obtained a position with Yakima (WA) Medic One becoming a field paramedic and the organization's first Training Officer. In 1988, he was offered the position of the Director of the Yakima County (WA) Department of Emergency Medical Services. After holding that position for nine years, he took a position with Gresham (OR) Fire & Emergency Services as the EMS Coordinator, occasionally serving as the acting Chief of the Training Division, until his retirement in 2009. Since 1992, in addition to his other employment, Mr. Stouffer has been providing a wide variety of public safety consulting services to clients throughout the U.S. and Canada.

Professional Experience

- Project Manager/Associate Consultant, Emergency Services Consulting International
- Technical Advisor/Program Developer, Vision 20/20 & Institution of Fire Engineers
- EMS Research Investigator/Coordinator, Oregon Health & Science University
- EMS Coordinator (Captain), Gresham Fire & Emergency Services
- Senior Consultant, Pacific Northwest Associates, LLC
- Director, Yakima County Department of Emergency Medical Services
- Training Officer/Paramedic, Yakima Medic One
- Firefighter/EMT-Paramedic/Medical Services Officer | Yakima County Fire District #10
- More than 40 years diverse experience in fire and emergency medical services

Educational Background & Certifications

- Central Washington University
- Yakima Valley Community College
- Western Oregon University
- National Fire Academy Incident Command for EMS
- Seattle/King County Resuscitation Academy Fellowship
- Multiple instructor certifications (NFA I & II, ACLS, PHTLS, WSFST Instructor II, EZ-IO Instructor)
- Numerous advanced-level EMS certifications
- More than 250 hours fire service education, Washington State Fire Service Training

Associated Professional Accomplishments

- Project Manager and consultant on a number of fire and EMS projects around the U.S. and Canada
- Co-authored and published a number of international prehospital studies (available on request)
- Authored two guides on Community Risk Reduction for Vision 20/20 (available on request)
- Project Co-Director, King LT Airway Implementation Project for Multnomah County (OR)
- Author, Phases I & II of the Yakima County EMS Master Plan
- Earned fourteen professional awards during his career (available on request)

Note: This is a brief summary of Mr. Stouffer's CV. A complete version can be made available on request.

**AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PINOLE AND
EMERGENCY SERVICES CONSULTING INTERNATIONAL (ESCI) IN AN AMOUNT NOT
TO EXCEED \$10,500 TO PERFORM ADDITIONAL ANALYSIS IN THE
FIRE SERVICE DELIVERY STUDY**

This Amendment to the Consulting Services Agreement dated April 19, 2019 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and ESCI ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below.

Effect of Amendment. The terms and conditions of this Amendment are intended by the Parties to modify the Agreement. To the extent there is any inconsistency between the terms of this Amendment and the terms of the Agreement and/or its Appendix, the terms of this Amendment shall control.

Section 1 shall be amended as follows:

"Services shall be amended to include the additional items identified in the Proposal to Develop an Addendum to the Regional Fire Service Delivery Study."

Section 2 shall be amended as follows:

"The City hereby agrees to pay Consultant an amount not to exceed \$70,500 for all work set forth in Exhibit A, the Proposal to Develop an Addendum to the Regional Fire Service Delivery Study, and all associated expenses incurred in performing the work."

With the exception of the foregoing, all other terms and conditions in the Professional Services Agreement, dated April 19, 2019, remain in force and effect.

The Parties have executed this Amendment to the Agreement as of the date signed by the Authority.

City of Pinole

Contractor

Michelle Fitzer
City Manager

Dated: _____

Dated: _____

Approved as to Form

Eric S. Casher
City Attorney

Dated: _____



CITY COUNCIL REPORT

8A

DATE: NOVEMBER 5, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: ERIC S. CASHER, CITY ATTORNEY

**SUBJECT: ORDINANCE ADDING CHAPTER 10.78 TO THE PINOLE
MUNICIPAL CODE RESTRICTING OVERSIZED VEHICLE
PARKING ON CITY STREETS**

RECOMMENDATION

Staff recommends the City Council introduce and conduct a first reading of an ordinance adding Chapter 10.78 to the Pinole Municipal Code restricting oversized vehicle parking on city streets in the City of Pinole.

BACKGROUND

At its regularly scheduled meeting on Tuesday, September 3, 2019, the City Council received a presentation and Staff Report describing the ongoing issue of oversized vehicle parking within the City, along with some examples demonstrating how other cities have addressed the issue.

In recent months the City has received complaints regarding the parking of oversized vehicles and trucks on San Pablo Avenue and other areas of the City. Subsequently, the City was notified that a large number of oversized vehicles were parking in residential neighborhoods in the City. These oversized vehicles have been moved en masse between various neighborhoods, apparently to avoid detection by the City. In response, the City Council directed staff to investigate and make a proposal regarding a Municipal Code amendment to regulate and restrict oversized vehicle parking in the City.

The City currently has several restrictions on parking that may be applied to oversized vehicles. Chapter 10.40.040 of the City of Pinole Municipal Code ("PMC") provides that no operator of any vehicle shall stop or park a vehicle under certain circumstances, specifically in any area where the parking or stopping of any vehicle would constitute a traffic hazard or would endanger life or property. Chapter 10.40.040 also restricts stopping and parking at any place within twenty feet of a crosswalk at an intersection when such place is indicated by appropriate signs or by red paint upon the curb surface.

Chapter 10.40.210 also gives the City traffic engineer the authority to designate no-stopping zones by placing and maintaining appropriate signs, indicating that stopped vehicles are prohibited and the hours and days applicable to this prohibition.

Chapter 10.40.220 explicitly restricts the parking of large vehicles and provides that the parking of vehicles six feet or more in height, including any load thereon, within one hundred feet of any intersection, may be a hazard to the safe movement of vehicular or pedestrian traffic. It gives the Council further authority to designate, by resolution, the specific location and parking prohibitions where the above conditions exist.

Chapter 10.40.250 prohibits, where authorized signs are in place giving notice, any person from parking or stopping a vehicle in excess of twenty feet in length on any street or portion thereof designated by ordinance or resolution of the Council.

Finally, Chapter 8.24 places restrictions on the parking of commercial vehicles and oversized motor vehicles in residential areas specifying restrictions on the amount of time these vehicles can be parked. Chapter 8.24 is limited to residential districts as defined in the Municipal Code.

On September 3, 2019, City staff presented an overview of current parking restrictions in the Municipal Code, along with suggested options for further regulation of oversized vehicle parking within the city.

The City Council discussed this matter, and directed the City Attorney and Staff to prepare a proposed ordinance further restricting oversized vehicle parking beyond what is currently provided for in the Municipal Code.

DISCUSSION

Contra Costa County Municipal Code section 46-4.003 already prohibits parking or stopping any commercial vehicle having a manufacturer's gross vehicle weight rating of 10,000 pounds or more on any street, unless making pickups or deliveries.

The City of Hercules has a similar provision in the Municipal Code, providing that no heavy duty commercial vehicle shall be parked for more than three hours unless actively loading or unloading material. (Hercules Municipal Code Section 3-4.1019.) Heavy duty commercial vehicle is defined as a vehicle with more than two axles, twenty or more feet in length, or more than 6 feet, 8 inches in width.

Finally, the California Vehicle Code provides some explicit authority to cities for the passage of ordinances regulating parking on city streets. Vehicle Code Section 22507.5 allows local authorities by ordinance or resolution to prohibit or restrict parking of vehicles on certain streets between the hours of 2 a.m. and 6 a.m., and

commercial vehicles having a manufacturer's gross vehicle weight rating of 10,000 pounds or more in residential districts.

The proposed ordinance adds to the Pinole Municipal Code a new section restricting parking of oversized vehicles on city streets for more than three hours, unless actively loading or unloading property. The proposed ordinance shall not repeal, replace, or eliminate any existing Municipal Code sections and shall only apply to those areas not already regulated by the Municipal Code.

FISCAL IMPACT

There is no direct fiscal impact related to adoption of this proposed ordinance. The City Council approved a fiscal year budget for Municipal Code updates which will cover the cost of preparing the ordinance, and later publication.

ATTACHMENTS

- A – Ordinance
- B – PowerPoint

ORDINANCE NO. 2019-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINOLE
ADDING CHAPTER 10.78 OF THE PINOLE MUNICIPAL CODE REGARDING THE
REGULATION OVERSIZED VEHICLE PARKING ON CITY STREETS**

WHEREAS, Vehicle Code section 22507 authorizes the City of Pinole to regulate the parking of vehicles on City streets; and

WHEREAS, the availability of street parking throughout the city is in short supply ; and

WHEREAS, the safe passage of vehicles on public streets is vital to the community; and

WHEREAS, oversized vehicles parked on City streets make it difficult for drivers to see other drivers, bicyclists, and pedestrians; and

WHEREAS, oversized vehicles take up excess parking spaces on city streets, while also creating hazardous driving conditions; and

WHEREAS, the City wishes to limit parking of oversized vehicles on City streets; and

WHEREAS, the City wishes to provide for limited exceptions to the prohibition on oversized vehicles parking in the public right-of-way;

NOW, THEREFORE, the City Council of the City of Pinole does ordain as follows:

Section 1. Recitals.

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

Section 2. Approval of Amendment.

Section 10.78 is added to the Pinole Municipal Code, as shown in attached Exhibit A, which is incorporated herein by reference (deletions in ~~strike through~~; additions in underline).

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. California Environmental Quality Act (“CEQA”).

The proposed amendments are exempt from CEQA based on the rule set forth in CEQA Guidelines Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that the proposed amendments to the Municipal Code will have a significant effect on the environment.

Section 5. 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 6. 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 on this 5th day of November, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Peter Murray, Mayor

ATTEST:

Heather Iopu, City Clerk

APPROVED AS TO FORM:

Eric S. Casher, City Attorney



Municipal Code Amendment: Oversized Vehicle Parking Restriction

Eric S. Casher, City Attorney

Background

- City initially received complaints about oversized trucks parked on San Pablo Ave.
- City Council requested a staff report on existing regulations



Sunnyview Drive at San Pablo Ave.

Background

- September 3, 2019 City Council Meeting
 - Staff presented on existing ordinances restricting parking and gap in ability to enforce parking restriction for oversized vehicles.
 - Residents spoke about frustration with Got-Junk trucks parked on street in front of residence.
 - City Council directed staff to draft ordinance.

Proposed Ordinance

What does Chapter 10.78 do?

Prohibits oversized vehicles from parking on city streets for more than 3 hours at a time.

- Defines “oversized vehicle” to include:

- Vehicles more than 7.5 feet tall
- More than 7.5 feet wide
- Exceeding 22 feet in length
- With manufacturer’s gross weight rating exceeding 10,000 lbs.



Proposed Ordinance

What exceptions apply?

- Active loading or unloading
- Parked in connection with a service within the same block
- Emergency vehicles of any kind



Proposed Ordinance

Chapter 10.78 does not...

- Repeal, replace, or eliminate any existing Chapters of the Pinole Municipal Code that regulate vehicle parking.

All other Chapters of the Municipal Code are still in effect.

Proposed Amendment

Exhibit A
(deletions in ~~strikethrough~~; additions in underline.)

Chapter 10.78
OVERSIZED VEHICLE PARKING RESTRICTION

Sections:
10.78.010 Regulation of oversized vehicles parking on streets

10.78.010 REGULATION OF OVERSIZED VEHICLES PARKING ON STREETS

A. With the exception of Chapter 8.24, no person shall park an oversized vehicle for more than three (3) hours at any location within Pinole City Limits except:

1. While loading or unloading property, and for a time in addition to the three (3) hour period, which is necessary to complete the work; or
2. When such vehicle is parked in connection with, and in aid of, the performance of a service to or on a property in the block in which such vehicle is parked, and for a time in addition to the three (3) hour period, which is reasonably necessary to complete such service; or
3. When responding to a public emergency by any emergency vehicle of any political subdivision of the State of California.

B. For purposes of this Section, "oversized vehicle" shall mean any vehicle which meets one or more of the following criteria:

1. Vehicle (including load height, if any) exceeds 7.5 feet; or
2. Vehicle (including load width, if any) exceeds 7.5 feet as measured from the widest portion of the vehicle or load, but not including mirrors; or
3. Vehicle (including load length, if any) exceeds 22 feet (in combination with any attached trailers or other vehicles); or
4. Manufacturer's gross vehicle weight rating exceeds 10,000 pounds.

A. With the exception of Chapter 8.24, no person shall park an oversized vehicle for more than three (3) hours at any location within Pinole City Limits except:

Questions and Discussion





CITY COUNCIL REPORT

9A

DATE: NOVEMBER 5, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC S. CASHER, CITY ATTORNEY

COPY: MICHELLE FITZER, CITY MANAGER

SUBJECT: PROVIDE DIRECTION ON PROCESS AND ACTIVITIES RELATED
TO BECOMING A CHARTER CITY

RECOMMENDATION

Staff recommends that the City Council provide direction on how the City Council would like to proceed with activities related to becoming a charter city, in particular, what process the City Council wants to use for developing a proposed charter.

BACKGROUND

Cities in California are organized as either general law cities or charter cities. General law cities derive their powers from general laws enacted by the Legislature, while charter cities derive their powers from the California Constitution and their own charters. Thus, general law cities are bound by the state's general laws. In contrast, the "home rule provision" of the California Constitution provides that charter cities have full authority over municipal affairs, and are only subject to laws regarding matters of statewide concern. A significant authority possessed by charter cities is the authority to impose a real property transfer tax ("RPTT") at an increased rate. Becoming a charter city requires approval by a majority of voters, as does any increase in the RPTT.

The City of Pinole is currently a general law city. At the City Council's meeting on March 19, 2019, the City Attorney's Office provided a general overview of the nature of charter cities and the process for becoming a charter city. The Council expressed interest in continuing to consider becoming a charter city, and directed that the matter be brought back for further discussion in the future.

DISCUSSION

A. Charter City vs. General Law City

A general law city has the authority to act locally, but its acts must be consistent with all general laws adopted by the Legislature. In contrast, a charter city is only required to act consistent with state laws regarding matters of statewide concern. A

charter city may use its “home rule” authority to adopt laws regarding “municipal affairs” that vary from state laws. A city’s charter defines the structure of the city’s government and the scope of a city’s authority over municipal affairs. Some cities have very detailed charters, while other cities have charters that are limited in scope. Some charters specify that the city may exercise all powers a charter city has unless a power is expressly excluded by the charter, while other charters specify that a city may only authorize a power if expressly authorized by the charter. A city’s charter must be approved by the voters, as must any amendment to the charter.

There is no constitutional or statutory “list” of municipal affairs. Courts, not the Legislature, decide on a case-by-case basis what constitutes a municipal affair. However, what constitutes a municipal affair can change over time with changes in case law. Areas that the courts have said constitute municipal affairs include: the form of city government; local elections, including qualifications for office and public funding of campaigns; some aspects of zoning and land use; the process of contracting for public works; and the scope of authority related to fines, taxes and assessments.

A significant authority possessed by charter cities is the authority to impose a real property transfer tax (“RPTT”) at an increased rate. A RPTT is a tax imposed on the deed, instrument, or writing by which interests in real property are transferred. Under the California Revenue and Taxation Code, general law cities may impose a RPTT of no more than \$.55 per \$1,000 of value on the property transferred (the County may also impose a RPTT equal to this rate). Pinole currently has a RPTT of the maximum allowed for general law cities of \$.55 per \$1,000 of value.

Charter law cities are not subject to state law regarding RPTTs because RPTTs are deemed municipal affairs. As a result, charter cities may impose RPTTs at a rate higher than the maximum statutory rate of \$.055 per \$1,000.

Below is a chart of the base RPTT rates applied in neighboring charter cities.

City	Tax (per thousand dollars)
Alameda	\$12.00
Albany	\$11.50
Berkeley	\$15.00
El Cerrito	12.00
Emeryville	\$12.00
Oakland	\$15.00
Piedmont	\$13.00
Richmond	\$7.00
Median	12.00

Over the last 10 years, Pinole has received an average of \$71,754 from the RPTT, with a low of \$44,699 in 2009-10 and a high of \$98,593 in 2016-17. Adjusting the RPTT rate to \$12 per \$1,000 would have produced a 10-year average of

\$1,565,543, with a low of \$975,251 in 2009-10. The City can choose to adopt tiered RPTT rates, with higher rates for property valued at over a certain amount, and provide RPTT rebates for certain improvements performed by the property owner prior to sale. Under state law and the California Constitution, cities cannot impose, increase or extend any tax unless the tax is approved by the voters. Accordingly, the increased RPTT would require a vote of the electorate.

B. Process of Becoming Charter City

Becoming a charter city requires approval by a majority of voters. The City Council may, on its own motion, propose a new charter and submit it directly to the voters for approval at the next established statewide general election. The City Council must vote to submit the proposed charter to the voters at least 88 days before the election. Prior to approving submission of the charter to the voters, the City Council must hold at least two public hearings on the proposal of the charter and the content of the charter. There are special noticing requirements for these hearings. In order for the City Council to place a charter measure on the ballot for November 3, 2020, the City would need to hold the first public hearing on a proposed charter at the first meeting in May 2020.

A proposed charter may be developed in any of the following ways:

1. *Council Developed*

The City Council can develop the proposed charter itself and then submit it to the voters for consideration. This could be done either through a special meeting or through workshops prior to the start of regular council meetings.

2. *Council Subcommittee Developed*

The City Council can appoint a subcommittee of 2 Councilmembers to draft a proposed charter. The Council can appoint a subcommittee at an upcoming meeting, and then the subcommittee will likely need to meet 2-3 times.

3. *Community Committee Developed*

The City Council can appoint a larger community committee consisting of up to 2 Councilmembers and members of the community to draft a proposed charter. In creating the subcommittee, the City Council can choose the number of members and decide whether there should be any special requirements regarding the makeup of the committee. For example, some cities have decided that one member of the committee should be an employee representative. If the Council desires to appoint a committee, staff can prepare a proposed process for selecting the committee to be approved at an upcoming meeting. The recruitment and application process will likely take an additional few weeks before the Council will be able to formally appoint the committee. The community committee will likely need to meet 3-5 times

Regardless of what method the Council uses to develop a draft charter, the proposed charter must be approved by the City Council before it is submitted to the voters. The Council will have the opportunity at that time to make any changes to the proposed charter, if desired. Staff, including the City Attorney's Office, will assist the Council and/or any appointed committee in preparing the proposed charter.

C. Polling

Most local jurisdictions that have become a charter city recently have conducted polling to gauge community interest before placing the measure on the ballot. The City Council can direct staff to retain a pollster to conduct polling regarding a potential charter city measure. This polling can be done now, or later once the content of the proposed charter is established. In addition, because becoming a charter city is a complicated issue that can easily cause confusion, many other jurisdictions have retained communications professionals to help explain to the public what becoming a charter city entails. At the City Council's direction, a communications consultant can be retained later in the process.

FISCAL IMPACT

If the City Council decides to proceed with pursuing a measure to become a charter city, there will be a fiscal impact related to preparing a proposed charter and undertaking the process to place the measure on the ballot. The exact amount of the impact will depend on what process is used for preparing the draft charter. Any process will involve staff time, including the City Attorney's Office. In addition, there will be costs to place the measure on the ballot. If an increased RPTT is approved by the voters as part of a charter city measure, the additional revenue from the first year of the increased RPTT will greatly exceed these costs. However, it is uncertain whether voters will approve an increased RPTT.

ATTACHMENTS

None