

**CORONAVIRUS ADVISORY
INFORMATION:**

[CLICK HERE](#) for City Updates

[CLICK HERE](#) for County Updates



CITY COUNCIL

Norma Martínez-Rubin, Mayor
Vincent Salimi, Mayor Pro Tem
Devin Murphy, Council Member
Anthony Tave, Council Member
Maureen Toms, Council Member

**PINOLE CITY COUNCIL
MEETING AGENDA**

**TUESDAY
SEPTEMBER 7, 2021
VIA ZOOM TELECONFERENCE**

6:00 P.M.

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

How to Submit Public Comments:

Written Comments: All comments received **before 3:00 pm the day of the meeting** will be posted on the City's website on the agenda page ([Agenda Page Link](#)) and provided to the City Council prior to the meeting. **Written comments will not be read aloud during the meeting.**

Email comments to comment@ci.pinole.ca.us

Please indicate which item on the agenda you are commenting on in the subject line of your email.

To Participate in Public Comment During the Meeting:

Members of the public may submit a live remote public comment via Zoom video conferencing. Download the Zoom mobile app from the Apple Appstore or Google Play. If you are using a desktop computer, you can test your connection to Zoom by clicking [here](#). Zoom also allows you to join the meeting by phone.

From a PC, Mac, iPad, iPhone or Android:

<https://us02web.zoom.us/j/89335000272>

Webinar ID: 893 3500 0272

By phone: +1 (669) 900-6833 or +1 (253) 215-8782 or +1 (346) 248-7799

- Speakers will be asked to provide their name and city of residence, although providing this is not required for participation.
- Each speaker will be afforded up to 3 minutes to speak.
- Speakers will be muted until their opportunity to provide public comment.

When the Mayor opens the comment period for the item you wish to speak on, please use the "raise hand" feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide.

WAYS TO WATCH THE MEETING

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

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

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

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

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

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

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

2. LAND ACKNOWLEDGMENT

Before we begin, we would like to acknowledge the Ohlone people, who are the traditional custodians of this land. We pay our respects to the Ohlone elders, past, present, and future, who call this place, Ohlone Land, the land that Pinole sits upon, their home. We are proud to continue their tradition of coming together and growing as a community. We thank the Ohlone community for their stewardship and support, and we look forward to strengthening our ties as we continue our relationship of mutual respect and understanding.

3. 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.

4. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa, City Attorney Eric Casher

Employee organizations: AFSCME, LOCAL 1, IAFF

B. CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa, Assistant City Attorney Alex Mog

Employee organizations: PPEA

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

6. 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. Individuals may not share or offer time to another speaker. 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. **PLEASE SEE THE COVERSHEET OF THE AGENDA FOR INSTRUCTIONS ON HOW TO SUBMIT PUBLIC COMMENTS***

7. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

None.

B. Presentations / Recognitions

None.

8. 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 June 29, 2021 and July 6, 2021
- B. Receive the August 14, 2021 - September 3, 2021 List of Warrants in the Amount of \$890,175.86, the August 20, 2021 Payroll in the Amount of \$459,780.15 and the September 3, 2021 Payroll in the Amount of \$501,375.28
- C. Letter of Support for Assembly Bill (AB) 570 Regarding Dependent Parent Health Care Coverage [Action: Consider Approval of Letter per Staff Recommendation (Murray)]
- D. Accept American Rescue Plan Act (ARPA) Funds [Action: Adopt Resolution per Staff Recommendation (Guillory)]
- E. Resolution Authorizing the City Manager to Execute an Agreement With The Natelson Dale Group (TNDG) to Create an Economic Development Strategy [Action: Adopt Resolution per Staff Recommendation (Murray)]

9. 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

10. OLD BUSINESS

- A. Review Status of Covid-19 Local Emergency Declaration and Consider Resolution Confirming Continued Existence of Local Emergency [Action: Review and Consider Adoption of Resolution per Staff Recommendation (Casher)]

11. NEW BUSINESS

- A. Presentation on City Activities Related to Climate Change, and Discussion and Possible Direction on Additional City Action to Address Climate Change [Action: Receive Presentation (Laughlin/Gallagher)]

12. REPORTS & COMMUNICATIONS

- A. Mayor Report
 - 1. Announcements
- B. Mayoral & Council Appointments
 - 1. Planning Commission [Action: Consider Recommendation and Appoint by Minute Order (Iopu)]

2. East Bay Wildfire and Vegetation Management JPA [Action: Discuss and Appoint by Minute Order (Iopu)]

- C. City Council Committee Reports & Communications
- D. Council Requests for Future Agenda Items
- E. City Manager Report / Department Staff
- F. City Attorney Report

13. ADJOURNMENT to the Regular City Council Meeting of September 21, 2021 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, on the City's website, not less than 72 hours prior to the meeting date set forth on this agenda.

POSTED: September 2, 2021 at 4:00 P.M.

Heather Iopu, CMC
City Clerk

**SPECIAL CITY COUNCIL MEETING
MINUTES
June 29, 2021**

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

The City Council Meeting was held via Zoom videoconference and broadcast from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Martínez-Rubin called the Special Meeting of the City Council to order at 5:05 p.m. and led the Pledge of Allegiance.

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

A. COUNCILMEMBERS PRESENT

Norma Martínez-Rubin, Mayor
Vincent Salimi, Mayor Pro Tem
Devin Murphy, Council Member
Anthony Tave, Council Member
Maureen Toms, Council Member

B. STAFF PRESENT

Andrew Murray, City Manager
Heather Iopu, City Clerk
Eric Casher, City Attorney
Alex Mog, Assistant City Attorney
Hector De La Rosa, Assistant City Manager
Misha Kaur, Senior Project Manager
Markisha Guillory, Finance Director
Chris Wynkoop, Fire Chief
Neil Gang, Police Chief

City Clerk Iopu announced the agenda was posted on June 24, 2021 at 4:00 p.m. All legally required notice was provided.

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

3. CONVENE TO A CLOSED SESSION

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

- A. CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant TO Government Code § 54957.6
Agency designated representatives: City Attorney Casher
Unrepresented Employee: City Manager Murray

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

At 6:20 p.m., Mayor Martinez-Rubin reconvened the meeting to open session and announced there was no reportable action from the 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. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting.

The following speakers submitted written comments that were read aloud and will be filed with the agenda packet for this meeting: **Debbie Long, David Rupert, Ivette Ricco, Rafael Menis, Roy Swearingen, and Sanjay Patel.**

6. PUBLIC HEARINGS (Items Continued from June 15, 2021 Meeting)

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. Fiscal Year (FY) 2020-21 Annual Review of Utility Users' Tax (UUT) and Adoption of Resolution Modifying Household Income Eligibility Thresholds for Utility Users' Tax Exemptions for FY 2021-22 [**Action: Adopt Resolution per Staff Recommendations (Guillory)**]

Director Guillory provided a PowerPoint presentation of the Fiscal Year (FY) 2020-21 Annual Review of Utility Users' Tax (UUT) and the Household Income Eligibility Thresholds for the UUT Tax Exemptions for FY 2021-22.

Mayor Martinez-Rubin opened the public hearing.

City Clerk Iopu reported no comments had been received for this item.

Mayor Martinez Rubin closed the public hearing.

Director Guillory and City Manager Murray responded to questions and comments from the City Council and clarified there was no sunset date for the 2018 UUT. Changing the base of the UUT required a ballot measure approved by the voters. The UUT Communications Collections Table was highlighted. The long term for the communications component was trending downward offset by a trend in the energy component. A trend analysis had been prepared as part of the Long-Term Financial Plan. The City Council had previously requested a Future Agenda Item for a workshop on taxes at which time the City Council could discuss the demand for grid electrical power over a multi-year period and attempt to forecast what that meant for the source of revenue as an example topic for discussion.

Council member Toms pointed out the community had been always supportive of the UUT and it was conceivable the community may also support modification to the UUT to possibly add cable or cell phone services, which expenses had increased.

ACTION: Motion by Council Member Toms/Mayor Martinez-Rubin to adopt a Resolution Modifying Household Income Eligibility Thresholds for Utility Users' Tax Exemptions for FY 2021-22.

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

B. Review and Approve Master Fee Schedule [Action: Adopt Resolution per Staff Recommendation (Guillory)]

Director Guillory presented the staff report. No changes had been recommended to the Master Fee Schedule at this time. A Comprehensive Fee Study would be conducted in Fiscal Year (FY) 2021-22 as one of the strategies in the Strategic Plan. A Request for Proposal (RFP) would be prepared and released this summer for a consultant to prepare the Comprehensive Fee Study and staff expected there would be a number of changes to the Master Fee Schedule, which would have to be incorporated into the next budget cycle.

Mayor Martinez-Rubin opened the public hearing.

City Clerk Iopu reported no comments had been received for this item.

Mayor Martinez Rubin closed the public hearing.

Assistant City Manager Hector De La Rosa provided an overview of the fee structure for park rentals.

In response to the Mayor Pro Tem, City Manager Murray confirmed the City Council may direct staff to return with a more detailed set of opportunities for park rentals; however, as more businesses reopened modification to the fee structure may be a moot point. Rather than staff investing more time preparing a quick modification to the fee structure, which he found to be an inefficient approach, he suggested staff return once there was a more complete fee study for consideration. He added it was not a common practice to waive fees for businesses and while he was not suggesting the City Council could not adopt such a policy as a short-term measure, the City had a financial policy to recover costs to the extent possible.

Mayor Pro Tem Salimi suggested this discussion should have occurred at the start of the COVID-19 restrictions, not when small businesses were suffering. He wanted small businesses to have the opportunity to use a small area of a city park for \$20 an hour until staff returned with a more appropriate fee structure.

Council member Murphy clarified with Director Guillory and City Manager Murray what a Comprehensive Fee Study would encompass and was advised it would analyze several factors to reach an appropriate fee structure to cover the cost for the City to provide the service. He also clarified with staff the business license fee was actually a tax, started at a flat rate and increased based on the number of employees, and the City had collected about \$375,000 on average each year in business license fees.

Council member Murphy also clarified the City Council may appropriate other City resources to pay the business license fee on behalf of a business and it could have been incorporated into the COVID-19 Small Business Program but that had not been done.

Assistant City Attorney Alex Mog explained that if the City Council wanted to waive a fee or waive a business license fee, as an example, the money would not go the General Fund but instead would be reflected through a refund paid back to the individual who would otherwise have been required to pay the fee.

The City Council discussed the \$60 fine for vending-on-streets and there was a recommendation to eliminate that fee from the Master Fee Schedule or discuss that fee as part of the Comprehensive Fee Study, and Mr. Murray acknowledged that the \$60 vending-on-streets fine could be eliminated but he wanted to include some enforcement tool.

Police Chief Neil Gang commented that during his tenure in Pinole he had never seen a citation issued for non-compliant street vendors. He supported some type of enforcement provision.

It was clarified that businesses using City parks absent the City's permit process would generally assume liability for anything related to the business. It was also clarified that funds from the American Rescue Plan Act (ARPA) may be considered for waivers of business license fees for local businesses. The Council wanted a future discussion on how to best use the ARPA funds, with a breakdown of the fee categories as part of that discussion.

Mayor Pro Tem Salimi offered a motion, seconded by Council member Murphy to provide the ability to any instructor to come to any City park (he later clarified his intent that would apply to a grassy area in the non-soccer field area of Fernandez Park) and be able to rent a fraction of the park at a rate of \$10 an hour.

City Manager Murray clarified that vending was a different permitting process. He understood the Mayor Pro Tem's concerns but suggested those issues could be worked out, particularly since it would be for a short period of time with people returning to indoor spaces. Based on the recommendations from the Comprehensive Fee Study, staff could return with more details. He noted the desire to expand the usable areas of the parks to the lawns and basketball courts.

The City Council requested that the area to be rented on a temporary basis be better defined to ensure the public's ability to use the parks' amenities, and that the potential businesses to use that space be identified by category.

ACTION: Motion by Mayor Pro Tem Salimi/Council member Tave to create a temporary fee for the use of the basketball/tennis courts and a dedicated space to be defined by staff to use the area for instruction at the rate of \$10 an hour, with the duration to be defined to when the COVID-19 restrictions are lifted by the Contra Costa County Health Officer's Order.

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

ACTION: Motion by Council member Toms/Mayor Martinez-Rubin to adopt a resolution approving the Master Fee Schedule, subject to the previous modification.

Vote: **Passed** **5-0**
 Ayes: **Martinez-Rubin, Salimi, Tave, Murphy, Toms**
 Noes: **None**
 Abstain: **None**
 Absent: **None**

7. NEW BUSINESS (Items Continued from June 15, 2021 Meeting)

- A. Adopt a Resolution Establishing the Fiscal Year (FY) 2021-22 Appropriations Limit
[Action: Adopt Resolution per Staff Recommendation (Guillory)]

Director Guillory presented the staff report.

City Clerk Iopu reported no comments had been received for this item.

ACTION: Motion by Council member Toms/Mayor Martinez-Rubin to adopt a resolution establishing the Fiscal Year (FY) 2021-22 Appropriations Limit.

Vote: **Passed** **5-0**
 Ayes: **Martinez-Rubin, Salimi, Tave, Murphy, Toms**
 Noes: **None**
 Abstain: **None**
 Absent: **None**

- B. Approve Financial and Investment Policies for Fiscal Year 2021-22 **[Action: Adopt Resolution per Staff recommendation (Guillory)]**

Director Guillory presented the staff report. No changes were recommended by staff. She reported the Finance Subcommittee had also reviewed the Financial and Investment Policies and no changes had been recommended.

City Clerk Iopu reported no comments had been received for this item.

ACTION: Motion by Mayor Martinez-Rubin/Council member Toms to adopt a resolution approving the Financial and Investment Policies for Fiscal Year 2021-22.

Vote: **Passed** **5-0**
 Ayes: **Martinez-Rubin, Salimi, Tave, Murphy, Toms**
 Noes: **None**
 Abstain: **None**
 Absent: **None**

- C. Review Revised Final Proposed Fiscal Year (FY) 2021-22 Operating and Capital Budget **[Action: Adopt Resolution per Staff Recommendation (Guillory)]**

Director Guillory provided a PowerPoint presentation of the Revised Final Proposed Fiscal Year (FY) 2021-22 Operating and Capital Budget and thanked those staff members who had contributed to the preparation of the budget. Next steps included the implementation of the adopted budget, development of an ARPA Expenditure Plan, and monitoring of the budget through quarterly reports with the next milestone in January/February 2022.

The following speakers submitted written comments that were read aloud and will be filed with the agenda packet for this meeting: **Charlotte Blodwynne-Heart, Kristina Ruud Hewitt, Cameron Sasai, David Ruport, Debbie Long, Irma Ruport, Jennifer Marshall, Joan Shattuck, Rafael Menis, Sue D'Alonzo, Allen Dorsey, Ben Doyle, Jason Holloway, Kameelah Salter, Lawrence and Claudine Hughes, Leona Seidell, Mary Ellen Ferreira, Mary Pinto, Meaghen Liebe, Noreen Buller, Orlando Ortiz, Seet Thang, and Yvonne Williams.**

In response to the Mayor, Assistant City Attorney Mog reported the Fair Political Practices Commission (FPPC) had been asked by the City Attorney's Office to opine whether the Mayor had a potential conflict of interest related to a decision to renovate the Faria House or lease the building to the Pinole History Museum. The FPPC had advised the Mayor did not have a conflict of interest on either of those two issues.

At this time, Mayor Martinez-Rubin, with the assistance of Director Guillory, corrected incorrect statements in a recent flyer that had been distributed by Pinole for Fair Government and its representatives related to decisions made by the City Council about the budget during its June 15, 2021 meeting.

Further responding to the public comments received, Director Guillory provided additional clarification regarding her presentation; City Manager Murray provided clarification on maintenance expenditures regarding City parks and facilities; highlighted the recommendations from the Beautification Ad Hoc Committee which had been added to the budget in the amount of \$60,000; and described the projects related to the Hercules-Pinole WW Treatment Plant.

Mayor Pro Tem Salimi clarified with Director Guillory several of the components in her PowerPoint presentation; and City Manager Murray provided an overview of his understanding of the City's financial position in 2008 due to the Great Recession, with the City's financial position considerably different in 2021. He also clarified, when asked, that the City Council had not actually appropriated any funding or provided direction to staff to take any action on a benchmark study which had been discussed during the June 15 City Council meeting. If the City Council wanted to take action on that issue it may appropriate funding for that project this evening.

Mayor Pro Tem Salimi emphasized the importance of economic development and strongly encouraged the City Council to make the position of Economic Development Director Full-Time. He also supported additional staff for the Public Works Department but would support even more staff to the Department as well as more staff to maintain City parks/facilities. In terms of the Police Department, he asked about the two Part-Time Community Safety Officers (CSO).

Police Chief Gang thanked the City Council for supporting an additional two officers who would be funded by the West Contra Costa Unified School District (WCCUSD) and explained that while the two Full-Time CSOs had been requested in the past, it had been determined that two Part-Time CSOs would be a better fit and spreading out the hours could better serve the community.

Mayor Pro Tem Salimi supported two Full-Time CSOs, understood the City needed a total of \$42 million to address road conditions, and asked the Fire Chief to identify any new requests for staffing.

Fire Chief Chris Wynkoop identified the request for two new staffing positions, an Administrative Captain and a Fire Prevention Captain. He detailed the costs for the positions and emphasized the Fire Department had been far behind for years in its administrative positions. Filling those positions would bring the Fire Department into compliance with training, education, report management and writing, along with a plethora of other Fire Department compliance issues.

Fire Chief Wynkoop also provided an update on Measure X, a half-cent County Sales Tax Measure, anticipated to bring in around \$91 million to Contra Costa County intended to enhance a number of emergency medical services with a strong component for enhancing fire services. He also provided an overview of the County Fire Chief's request for \$28 million to address a plethora of countywide fire service issues and another \$9 million to reopen shuttered fire stations within the County, one of which would be Station No. 74 in the City of Pinole. The City Council would be asked at its next meeting to send a letter of endorsement to the Measure X Advisory Board in support of the County Fire Chief's Collective request for enhancement to fire services. He also presented an overview of the Fire Department's efforts with the most robust fire fuel mitigation effort the City had ever performed to mitigate wildfire risks.

Police Chief Gang clarified, when asked, that code enforcement was not under the purview of the Police Department. If code enforcement were to return to the Police Department, he expected the staff would be the same staff in place at City Hall. He added that the Police Department did not have the staff resources to conduct code enforcement 24/7.

Mayor Pro Tem Salimi also emphasized the importance of the revitalization of the downtown. He encouraged the City Council to consider the dedication of a fund balance for the revitalization of the downtown as well as an account for community and local business help, and since the City would be receiving stimulus funds from ARPA, the City needed to help local businesses that were suffering due to the pandemic.

Mayor Pro Tem Salimi read into the record a statement related to his participation in the votes taking action on the Faria House renovations during the June 15 City Council meeting and an opinion from the FPPC whether he would have a conflict of interest. He understood he did have a common-law conflict of interest that may necessitate a motion to change some of his votes offered during the June 15 meeting.

Council member Murphy clarified with the City Manager that the City Council had authorized a number of CIP projects during the June 15 meeting, and he clarified why some projects had not been reflected in the General Fund Budget Summary since they were projects to be considered in future years, and City Manager Murray recommended if the City Council approved the budget, it do so as amended, moving the full funded projects (all of those projects approved as directed by the City Council) into this year's budget, whether or not they were actually fully expended and undertaken this year.

Director Guillory identified the items not included in the General Fund Budget Summary including: the Emergency Power for Critical Failures (\$200,000 in FY 2022-23); Municipal Broadband (\$60,000 in FY 2023-24); and Recycled Water Master Planning (\$200,000 in FY 2022-23); Faria

House Renovations (\$500,000; \$900,000 in FY 2022-23); Brandt Court Improvements (\$170,000); and Installation of High Capacity Trash Bins (\$425,000) (Solid Waste Fund). (These items were not considered since the City Council had already taken action on June 15, 2021).

Council member Murphy asked staff how equity and racial justice had been embedded into the budget, and City Manager Murray spoke to his intent to lead a diversity, equity, and inclusion initiative within the City organization beginning later this calendar year.

Council member Murphy asked staff how much would be spent on solar projects this year, to which Senior Project Manager Misha Kaur identified the CIP projects that would explore solar and energy upgrades and the status of each project. Project costs were estimates and did not include the cost of solar, with staff to reach out to vendors to determine the payback period to identify the exact costs for solar for each project; and City Manager Murray added that staff would be assessing where solar energy conservation would be feasible.

Council member Murphy asked the City Manager to come back to the City Council with the solar appropriation, when available, so that it could be discussed further. He also clarified with staff the total increase in the budget related to fire services for Fiscal Years 2019 through 2021 with a 10 percent increase identified; clarified Fund 150; the number of Public Works Department staff and the fact that staff did not normally work on weekends although on-call emergency services were available; and that any recommendation to identify one Public Works Department staff person to work on weekends would require a discussion with the Public Works Director.

Council member Murphy also referenced Pinole Community TV (PCTV) and his understanding the City was disinvesting in PCTV.

Assistant City Manager De La Rosa clarified the current number of staff for PCTV, with no recommendation to decrease the staff positions at this time. The budget document could be modified to reflect the current number of staff for PCTV. As to whether the current staff level for PCTV should be increased, he preferred the City Council defer that discussion pending the completion of the Comprehensive Fee Schedule.

City Manager Murray provided additional details of the services and costs for providing PCTV and the information in the budget related to PCTV.

While Council member Murphy recommended doubling the budget for PCTV during this budget cycle, City Manager Murray could not provide a recommendation at this time pending the submittal of the Communication and Engagement Plan, which should be available at the end of the year.

Council member Murphy also clarified with Ms. Kaur that \$20,000 had been budgeted for electric vehicle (EV) charging stations, with three Level Two EV charging ports at the Public Safety Building and an estimated five EV charging stations at the Senior Center, with the installation of EV charging ports in public lots on the Unfunded List. The Public Safety EV charging ports would use WCCTAC and MCE grants as well as the budgeted matching funds; a budget amendment would be required to install the EV charging stations at the Senior Center since they were preliminary pending assessment of the electrical capability of the facility. He also clarified with staff that a member of the Council may request a Future Agenda Item for any item which could include budget amendments. He further clarified the number of City interns and his

recommendation that interns be considered for Cable TV, City Manager and Public Works Departments, which had not been included in the budget.

City Manager Murray highlighted the City's interns and acknowledged that while the City did not have a Citywide Internship Program, if this was a priority of the City Council, staff could return with a recommendation as to how to organize an Internship Program for workforce development.

Council member Murphy clarified with Assistant City Manager De La Rosa the budget for the Youth and Swim Center and that no City staff had been dedicated for pool services, with a contract administered with the Pinole Seals Swim Team, and Director Guillory highlighted Recreation Fund 209.

Council member Murphy reported he had submitted an e-mail to staff regarding the Balancing Act, a technology tool that cities had used that would allow residents to balance the budget before the City did. He asked staff whether that tool could be used to include participatory budgeting.

Director Guillory advised she had not had the opportunity as yet to review the tool, acknowledged there were other similar tools available, and she was open to innovative ways to engage the public in the budget process; and City Manager Murray confirmed there was interest in increased engagement with the public in this manner and staff would be speaking with the Finance Subcommittee in July on the parameters of that process.

Council member Tave was provided numerous clarifications on the PowerPoint presentation from Director Guillory and City Manager Murray related to Measure S 2006 and Measure S 2014, the funds the City Council had approved for the Faria House Renovations on June 15, the total in unallocated funds, details of the California Public Employees' Retirement System (CalPERS) investments, proceeds from the sale of redevelopment properties which would go into the General Fund Unassigned Balance, and the fact that no funds had been identified in the budget to modernize the Senior Center.

Assistant City Manager De La Rosa reported staff was working to obtain a cost estimate to modernize the Senior Center.

In response to Council member Tave, Fire Chief Wynkoop provided an overview of the fire access roads to reach open space that would allow access to Type 3 vehicles.

Council member Tave wanted to see more money invested in the City's parks, supported the CSOs proposed in the budget, supported a recommendation for more interns and agreed there should be paid interns.

A motion was made by Council members Toms/Murphy to extend the City Council meeting to 12:00 a.m. but there was concern the City Council may not complete its discussion of Item 7C.

City Manager Murray emphasized the City must have an adopted budget since it would allow staff the authority to make expenditures on July 1, 2021. He understood the vast majority of the budget was non-controversial and a motion could be made to approve the budget subject to any amendments, with the CIP projects that had accidentally been placed in future years to be included. A Future Agenda Item request could be considered for other CIP items and any other amendments the City Council may desire to make.

ACTION: Motion by Council members Toms/Murphy to Extend the City Council meeting to 12:00 A.M.

Vote: **Passed** **5-0**
 Ayes: **Martinez-Rubin, Salimi, Tave, Murphy, Toms**
 Noes: **None**
 Abstain: **None**
 Absent: **None**

Council member Toms clarified with Ms. Kaur the Park Master Plan had been scheduled for FY 2021-22 and was expected to be completed by the end of the Fiscal Year. She also acknowledged a prior request for improvements to the soccer field and the addition of swings, and suggested they wait to add those items to a future budget adjustment when the Park Master Plan was provided. The Communication and Engagement Plan was expected by the end of this calendar year and additional budget items to implement that plan could be revisited when mid-year budget adjustments were discussed. As to Public Works Department staff, given the CIP projects the City Council had added during the June 15 meeting, she wanted to ensure the Department had adequate staff to implement those projects or consider a line item for on-call engineering support. She added that CivicSpark Fellows had been used in the past and required a mentor. It would be difficult for permanent Public Works staff to mentor another person given the existing work load. She wanted to address the issue of internship this evening.

Council member Toms also spoke to the discussion of additional fuel management around the Wildland Urban Interface (WUI) and Ellerhorst Elementary School with some grant funding that had been requested. She also wanted to see funding to address the 60-year old Monterey pines that fronted the school, and Fire Chief Wynkoop advised he could speak to Council member Toms off-line regarding that issue to see if it could be worked into the plan.

As to adding funds into the Pension Trust, Council member Toms pointed out that if the City was in a healthy financial position, it may skip a year drawing down from the Pension Trust and keep those funds in the Pension Trust to continue to earn interest. Regarding the Faria House, the City Council vote on the item had not been for a History Museum. She asked staff for a report about potential uses and the code requirements necessary for needed improvements.

City Manager Murray confirmed that such an approach had been discussed internally and an alternate bid was a common practice but whether staff could do the base bid and alternatives would have to be discussed with the architect the City hired since the specifications were not within their scope and expertise and an additional professional resource may be required. The specifications would be brought to the City Council for review and approval prior to the issuance of bids and the City Council would award a contract and approve any funds for actual renovation work.

Council member Toms also commented that Galbreth Road residents were surrounded by the High Fire Severity Zone designation with one way in and out. There had been a prior discussion about an easement on Rancho Road which was covered by a fence, and she understood that Senate Bill (SB) 99 required the area to be mapped and sent to CalFire and that other alternatives must be considered. Residents on Rancho Road also had only one way in and out and she asked whether the City should consider setting aside funds to reclaim that easement.

Fire Chief Wynkoop suggested that was a great idea and reported the County had adopted a new evacuation platform, Zonehaven, a source for evacuation information and resources. He supported what could be done to reclaim that land and provide the egress for residents.

Council member Toms also suggested some right-of-way (ROW) assistance may be required and with pavement on the County side there could be a joint project. For this fiscal year she wanted to assign some funds to sort out the ROW issues and cost estimates.

Mayor Martinez-Rubin commented that no cost estimate had been provided on the CSO positions or additional staff for Public Works and absent a full cost estimate for those positions it would be difficult to consider the total and where the funding would come from this fiscal year or subsequent years, which may impact the Five-Year Forecast. She suggested they come back mid-year to see how the budget was doing and then evaluate the staffing positions needed at that time.

Mayor Martinez-Rubin clarified with Director Guillory the City was drawing down on the Pension Trust based on actual costs less than the interest earned in the fund, and the City may hold off on drawing down anything and could build on the principal and get more interest than expected.

Mayor Martinez-Rubin provided clarity in response to the public comments and stated the City Council's vote on June 15 regarding the Faria House was specifically about renovations for the purpose of bringing the structure up to code. The Faria House was an asset to the City, and she emphasized the importance of historic preservation particularly at one of the gateways to Old Town Pinole. She also acknowledged the work of prior City Councils to build the City's reserves where there was an opportunity to do something about that asset.

Assistant City Attorney Mog explained that the City had made no binding commitments in the past as to how the Faria House property would be used but there had been past actions stating the City Council's intent as to how the structure may be used, although that was not binding on the current City Council. He acknowledged a proposal had been made in November 2020 to consider an agreement with the Pinole History Museum for the property. Had that agreement been approved and executed, it would have created a binding commitment by the City.

On the discussion and to clarify any misleading information, Mayor Martinez-Rubin stated the November 17, 2020 City Council agenda packet included the history of the Faria House.

ACTION: Motion by Mayor Pro Tem Salimi/Council member Toms to add a Benchmark Study for the Salaries of Managers with an Appropriation Amount up to \$20,000 (Funding Source: Unfunded Fund Balance).

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

Mayor Pro Tem Salimi offered a motion, seconded by Council member Toms to Add Two Full-Time Community Safety Officers (CSOs) to the Police Department Budget up to \$80,000 (Funding Source: Measure S 2014).

City Manager Murray was uncertain \$80,000 would cover the two CSO positions and suggested the actual costs would be closer to \$100,000.

Mayor Pro Tem Salimi modified his motion to appropriate up to \$100,000 for two Full-Time CSOs.

Council member Murphy understood the WCCUSD had decided it did not need two School Resource Officers (SROs), and City Manager Murray clarified the City had opted to use City resources to retain the Police Officer positions that had previously been funded by the WCCUSD for the SRO assignments, but those two positions would not undertake an SRO assignment specifically. There were two Community Specialists who were currently part-time and the motion would make those positions full-time.

Police Chief Gang provided further clarification and explained that there had been two CSOs but due to the COVID-19 pandemic they were not allowed or permitted to come to the Police Station. The individuals who had filled those two positions had resigned and taken employment elsewhere. The positions were currently vacant and funded for two Part-Time CSOs. The allocation proposed by the Mayor Pro Tem would allow those positions to come on as Full-Time employees allowing Police Officers to conduct proactive policing.

ACTION: Motion by Mayor Pro Tem Salimi/Council member Toms to add Two Full-Time Community Safety Officers to the Police Department Budget up of to \$100,000 (Funding Source: Measure S 2014).

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

Mayor Pro Tem Salimi offered a motion to add two additional staff in the Public Works Department for the implementation of the CIP up to \$150,000 per year (Funding Source: Measure S 2014).

ACTION: Motion by Council member Toms/Mayor Pro Tem Salimi to provide an additional \$150,000 in this Fiscal Year 2021-22 for On-Call Engineering Services to assist with implementation of the CIP (Funding Source: Measure S 2014).

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

Mayor Pro Tem Salimi offered a motion to create a fund related to Pinole revitalization and fund up to \$10,000 as a placeholder (Funding Source: Unfunded General Balance Account).

On the discussion, the City Council noted the amount was a placeholder and would allow further discussion when the City received its ARPA funds, or there could be a pilot program for the simple communication of events in downtown Pinole and could provide assistance for small business

owners, although the Council did not unanimously support the amount and preferred a lesser amount or that the item be deferred pending the discussions related to the use of ARPA funds.

Mayor Pro Tem Salimi restated his motion, seconded by Council member Murphy to create a fund in the amount of \$10,000 for “Revitalization” and \$10,000 for “Business Development and Community Help” (Funding Source: Measure S 2014 or Unfunded General Balance Account).

Council member Murphy requested that the City Council consider a workshop on the use of such funds given the guidelines were not consistent with the City Council direction related to the Small Business Assistance Program, with the desire to solicit public input. He commented that he had submitted multiple e-mails to the City Council when the guidelines were being developed and had requested feedback, and noted that staff had received feedback from the Pinole Chamber of Commerce, although Mayor Martinez-Rubin pointed out the Small Business Assistance Program was a pilot program. She supported the motion with the knowledge the amount was the beginning and there would be more discussion. Council member Toms supported the motion but wanted it to be better defined before any funds were spent.

ACTION: Motion by Mayor Pro Tem Salimi/Council member Murphy to create a fund in the amount of \$10,000 for “Revitalization” and \$10,000 for “Business Development and Community Help” (Funding Source: Measure S 2014 or Unfunded General Balance Account).

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

Mayor Pro Tem Salimi offered a motion, seconded by Council member Tave for a Full Time Economic Development Position with a dedicated \$80,000 (Funding Source: Measure S 2014).

City Manager Murray recommended the City Council defer action on additional investments pending the results of a future study with a mid-year budget opportunity for additional discussion. Pending the results of the study, he suggested that \$80,000 would not be adequate for a Full-Time staff person since the position would likely be in the range of \$150,000 with benefits.

Mayor Pro Tem Salimi emphasized the importance of filling the position.

Council member Toms commented that assistance with economic development required a more robust discussion and could be done as part of the discussion of the ARPA funds. Given the lateness of the hour, she did not want to make a decision that affected the City’s Long-Term Financial Plan just prior to the end of the fiscal year. She preferred the discussion be deferred until the City Council was able to discuss ARPA funds, and/or during the mid-year budget review, or when a consultant was possibly on board to assist with marketing.

Mayor Martinez-Rubin acknowledged the need for an Economic Development Director but agreed that more discussion was needed.

ACTION: Motion by Mayor Pro Tem Salimi/Council member Tave for a Full Time Economic Development Position and dedicate \$80,000 (Funding Source: Measure S 2014).

Vote: **Passed** **3-2**
 Ayes: **Salimi, Tave, Murphy**
 Noes: **Toms, Martinez-Rubin**
 Abstain: **None**
 Absent: **None**

ACTION: Motion by Mayor Martinez-Rubin/Council member Murphy to Extend the City Council meeting to 12:30 A.M.

Vote: **Passed** **5-0**
 Ayes: **Martinez-Rubin, Salimi, Tave, Murphy, Toms**
 Noes: **None**
 Abstain: **None**
 Absent: **None**

Mayor Pro Tem Salimi offered a motion to remove the Faria House Renovations from the CIP given he had a potential common-law conflict of interest.

Assistant City Attorney Mog provided the definition of common-law conflict of interest, with a public official having a duty to make decisions based on what they believed was in the best interest of the public and not what was in their own personal interest.

Mayor Martinez-Rubin clarified the initial motion was only on the renovations for the Faria House, with no mention of the Pinole History Museum. She asked Mayor Pro Tem Salimi to provide additional clarification on his potential conflict of interest.

Mayor Pro Tem Salimi reiterated he had been advised by the FPPC that he could vote on the use of the Faria House as a museum, but he could not participate on any open-ended discussion on the particular use of the building besides being a museum, and because of that his vote on the Faria House Renovations on June 15 implied the use of the building as a museum. He therefore would have a common-law conflict of interest. When asked by the Mayor who had suggested he had a common-law conflict of interest, he could not disclose at this time.

Mayor Martinez-Rubin reiterated there had been no specific discussion nor had the initial motion mentioned a specific use for the Faria House.

Assistant City Attorney Mog understood Mayor Pro Tem Salimi's motion had been to remove the proposed funding of the Faria House Renovations from the CIP. While it may create some inconsistency between the budget and the CIP, which happened from time to time, the Capital Budget was on the agenda for discussion.

Council member Tave seconded the motion and clarified the \$1.4 million that had been appropriated for the Faria House Renovations on June 15 had been the upper end of the estimate and included specific improvements. While the City Council had not discussed the use of the building, consideration of a museum had been discussed in the community for years, although there had not been a formal community workshop to provide public participation on potential uses.

Council member Tave sought direction prior to the City spending the funds that had been earmarked and explained he had seconded the motion for discussion purposes.

Council member Murphy understood the need to bring a public building up to code and he hoped to create a resilience hub out of every public building but the City Council had not discussed potential uses or the future of the building. He found it misleading to suggest the building would not be used as a museum when community members understood the Faria House would, in fact, be used as a museum and the City Council had appropriated funds for the building. He urged that the conversation be centered on the use of the building and without that conversation or a workshop, he could not support the Faria House Renovations.

On the discussion, members of the City Council discussed the need to dedicate funds for an architect to identify a base bid to bring the building up to code and to explore next steps; recognized the community's vision for the building had been conflicted; and acknowledged that one Councilmember may have a potential conflict of interest,

City Manager Murray clarified that the Capital Budget was on the agenda, had been acted on previously in a preliminary fashion as part of the CIP, and there was a standing approval of the Capital Budget which included the items the City Council had approved on June 15. He explained that if the City Council did not want to see funding move forward in the Capital Budget, the City Council should undo that as part of the adoption of the Operating and Capital Budget. He sought a motion at some point in the discussion to move the remainder of the proposed budget as presented with the clarification/correction for 0.75 Cable Equipment Operator positions, and approve the budget subject to any further modifications.

Mayor Martinez-Rubin offered an amendment to Mayor Pro Tem Salimi's motion to remove the funding for the Faria House Renovations from the CIP, to NOT REMOVE the entire funding for the Faria House Renovations, leave it as placed earlier, with \$500,000 starting off for work related to the renovations.

Mayor Pro Tem Salimi opposed the modification to his motion and reiterated the reason he had made the motion was because he should not have participated given the potential common-law conflict of interest. He did not oppose the Mayor's recommendation but asked that the vote on the motion be called and a separate motion could then be considered.

ACTION: Motion by Mayor Pro Tem Salimi/Council member Tave to remove the Faria House Renovation from the CIP.

Vote:	Passed	3-2
	Ayes:	Salimi, Tave, Murphy
	Noes:	Toms, Martinez-Rubin
	Abstain:	None
	Absent:	None

ACTION: Motion by Council members Toms/Murphy to Extend the City Council meeting to 1:00 A.M.

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

ACTION: Motion by Council member Toms/Mayor Martinez-Rubin to adopt a resolution approving the Revised Final Proposed Fiscal Year 2021-22 Operating and Capital Budget, as presented, including the three items that had been left off of the budget (as identified by staff in the PowerPoint presentation) and correct the number of Full-Time Equivalents for Cable Equipment Operators.

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

Council member Toms offered a motion to add funding for planning for the Faria House Renovations consisting of architectural consultation to provide information on the scope of work for various levels of improvements. A specific funding amount could be deferred to allow staff the opportunity to define a good cost estimate, to be brought back to the City Council on July 6, 2021.

City Manager Murray suggested that additions to the scope such as the market rate rent for the building for different uses could also be considered beyond the architecture, with staff to return with more information.

Council member Toms deferred her motion, with staff to come back with more accurate information.

Council member Murphy offered a motion to appropriate \$250,000 for a Resiliency Fund. (Funding Source: Unassigned General Fund Balance).

Council member Toms asked whether Council member Murphy would be amenable to deferring the request until the City Council meeting of July 6 since a substantial amount of federal funds had gone to the County for that purpose and she could verify whether that applied to incorporated cities.

Council member Murphy restated his motion, seconded by Council member Tave.

Mayor Martinez-Rubin clarified with Council member Murphy the details of Marin Clean Energy's (MCE) Resiliency Fund available to all MCE customers and his intent for a local fund serving residents of Pinole.

Council member Toms asked whether this would require an increase in staff capacity and may duplicate existing services. She suggested an evaluation of the situation and again asked that the request be deferred to the next meeting.

Council member Murphy called for a vote on the motion.

Mayor Martinez-Rubin agreed that the item could be considered as a Future Agenda Item allowing staff time to provide additional information.

ACTION: Motion by Council members Murphy/Tave to appropriate \$250,000 for a Resiliency Fund. (Funding Source: Unassigned General Fund Balance).

Vote:	Passed	3-2
	Ayes:	Salimi, Tave, Murphy
	Noes:	Toms, Martinez-Rubin
	Abstain:	None
	Absent:	None

City Manager Murray confirmed by motion that the City Council had adopted the budget.

Council member Murphy requested that the City Council consider an increase in the budget for PCTV, make better progress and more engagement with the money used, and include a future presentation from PCTV staff; and Mayor Pro Tem Salimi agreed the program had been underfunded for years.

City Manager Murray envisioned a continued open-ended discussion on the topic. A staff report for the July 6 City Council meeting could be published in the next week but staff would be unable to provide a complete history of PCTV before the packet was distributed to the City Council. He acknowledged the requests that staff return with more information on the next steps regarding the Faria House and PCTV funding and services, and recommended those items be discussed at the second City Council meeting in July.

Council member Murphy asked that the City Council also consider a future discussion on the potential number of business licenses that may be set aside but Council member Toms pointed out that could be discussed as part of the ARPA funds, which the City Manager confirmed.

City Manager Murray also commented that open-ended discussions may be considered at the next meeting if there was not a lot of advanced staff work needed or if there was some other approach the City Council desired.

Mayor Martinez-Rubin recognized the limited time for staff to prepare information for the next meeting. She recommended the Faria House and PCTV issues be prioritized for the second meeting in July and recognized that Council members may want to meet one-on-one with the City Manager on any other issue(s) to refine their requests prior to designation as an agenda item.

Council member Toms sought more time to consider each Council members' list of items given that many projects may be funded through the ARPA. She clarified the City Council would have a recess in August and the next Finance Subcommittee meeting had yet to be scheduled.

Mr. Murray reported that staff planned to present the parameters of ARPA to the Finance Subcommittee possibly in July with a presentation to the City Council at its second meeting in August.

ACTION: Motion by Council member Murphy/Mayor Martinez-Rubin to Extend the City Council meeting to 1:15 A.M.

Vote: **Failed** **2-3**
 Ayes: **Salimi, Murphy**
 Noes: **Toms, Tave, Martinez-Rubin**
 Abstain: **None**
 Absent: **None**

8. REPORTS & COMMUNICATIONS

- A. Mayor Report
 1. Announcements

Mayor Martinez-Rubin encouraged everyone to wear their masks and get vaccinated. She wished everyone a happy and safe Fourth of July.

- B. City Council Committee Reports & Communications

Council member Murphy reported the MCE Board of Directors would meet on Friday, July 2 at 12:15 p.m.

Council member Toms reported she had attended the Annual General Assembly meeting of the Association of Bay Area Governments (ABAG) and briefed the Council on the discussions.

- 9. ADJOURNMENT** to a Regular City Council Meeting of July 6, 2021 in Remembrance of Amber Swartz.

At 1:02 a.m. Mayor Martinez-Rubin adjourned the meeting to the Regular City Council Meeting of July 6, 2021 in Remembrance of Amber Swartz.

Submitted by:

Heather Iopu, CMC
City Clerk

Approved by City Council:

**CITY COUNCIL MEETING
MINUTES
JULY 6, 2021**

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

The City Council Meeting was held via Zoom videoconference and broadcast from the Pinole Council Chambers, 2131 Pear Street, Pinole, California. Mayor Martínez-Rubin called the Regular Meeting of the City Council to order at 5:08 p.m. and led the Pledge of Allegiance.

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

A. COUNCILMEMBERS PRESENT

Norma Martínez-Rubin, Mayor
Vincent Salimi, Mayor Pro Tem
Devin Murphy, Council Member
Anthony Tave, Council Member
Maureen Toms, Council Member

B. STAFF PRESENT

Andrew Murray, City Manager
Heather Iopu, City Clerk
Alex Mog, Assistant City Attorney
Legal Counsel, Stephanie Downs, Meyers Nave
Hector De La Rosa, Assistant City Manager
Tamara Miller, Development Services Director/City Engineer
David Hanham, Planning Manager
Roxanne Stone, Management Analyst
Michael Laughlin, Interim Community Development Director

City Clerk Iopu announced the agenda had been posted on Friday July 2, 2021 at 4:00 p.m. All legally required notice was provided. Written correspondence had been received for agenda Items 5, 6A and 9A and the comments had been posted on the agenda section of the City website and distributed to the City Council and staff. A revised version of Item 7A had also been posted on the City website and distributed to the City Council after the posting of the meeting agenda.

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

Mayor Martinez-Rubin provided an overview of the changes to the public comment process as shown on the meeting agenda.

3. CONVENE TO A CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS

Government Code § 54957.6

Agency designated representatives: City Manager Andrew Murray, Assistant City Manager Hector De La Rosa, and Assistant City Attorney Alex Mog

Employee organization: AFSCME, LOCAL 1, IAFF

City Clerk Iopu took the opportunity to welcome and recognize Management Analyst Roxanne Stone who would help facilitate the receipt of live public comments.

PUBLIC COMMENTS OPENED

Management Analyst Roxanne Stone reported there were no comments from the public for this item.

PUBLIC COMMENTS CLOSED**4. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION**

At 7:15 p.m. Mayor Martinez-Rubin reconvened the meeting to open session and announced there was no reportable action from the 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. Individuals may not share or offer time to another speaker. 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.

George Pursley, Pinole citizen, reported the Pinole Library was now completely open with full service. He identified the hours of operation and encouraged everyone to get the word out that the facility was now open.

Rafael Menis, Pinole citizen, was pleased the Pinole Library was open and could be used as a shared community space. He also recognized the City had made it through the Fourth of July holiday without any significant fires. He commended the Fire Department for its efforts but urged residents to avoid fireworks.

Debbie Long, Pinole citizen, thanked Fire Chief Wynkoop for meeting with her and her husband on the site where Galbreth and Rancho Roads met, at which time the Fire Chief had agreed that opening the easement for emergency access only would benefit the delivery of fire services and aid in the event of an evacuation. They had also discussed the creation of defensible space behind the Galbreth Road homes, and while the Fire Department had been given a budget to do this work it was not sufficient to complete everything the Fire Chief desired. She hoped as the City Council discussed Item 9A it would include a line item outlining Fire Chief Wynkoop's plans to provide defensible space, identify the associated costs, and possibly consider the allocation of the major share of American Rescue Plan Act (ARPA) funds towards those types of fire safety measures. She noted the City of Orinda had funded a project that allowed individuals to create defensible space on their properties and had provided for the pick-up and chipping of branches and tree debris, which was not typically handled by Republic Services. She asked the City Council to direct staff to look into a similar program for the City of Pinole.

Ms. Long also thanked the City Manager for having Appian Way cleaned from Michael to Sarah Drives and she hoped it would become routine maintenance. She further commented that in recent conversations with the City Manager, she had discovered the City Council did not have a policy to address questions that may be presented under the Citizens to be Heard portion of the meeting agenda. Previous City Councils had asked staff to get back to the individual with answers to any questions. If the current City Council did not have the same expectation, the comments received under Citizens to be Heard would be meaningless. She otherwise hoped as the City Council discussed Item 9A the discussion would not take place at 1:00 a.m. She also pointed out that Council member Murphy still had not provided a statement as to why he did not stand for the Pledge of Allegiance.

Anthony James, Pinole citizen, reported he and another individual had an accidental meeting with the Public Works Director by Bayfront Park at which time they had discussed a laundry list of concerns. Although he had requested a meeting out in the field to further discuss those concerns, the Public Works Director had refused to schedule a meeting. He detailed the numerous concerns he had with the condition of the City's parks and his frustration with the lack of maintenance.

Ms. Stone advised that the next speaker was using an older Zoom feature and had been unable to call into the meeting; Mayor Martinez-Rubin and City Clerk Iopu again identified the process for public participation including the submittal of written comments, and given the technical difficulties asked the next speaker to dial into the meeting to allow comments to be made.

Irma Ruport, Pinole citizen, reported that on Monday, July 12, 2021, the Food Bank would be at the Pinole Senior Center from 9:00 a.m. to 11:00 a.m. She expressed concern that Debbie Long continued to harass Council member Murphy and urged her to move on.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Recognizing Development Services Director/City Engineer Tamara Miller on the Event of Her Retirement

The City Council read into the record the proclamation recognizing Development Services Director/City Engineer Tamara Miller for her tenure with the City of Pinole, wished her well on her retirement, and emphasized she would be missed.

Development Services Director/City Engineer Tamara Miller read a prepared statement into the record and thanked the City Council for the opportunity to serve the City of Pinole.

PUBLIC COMMENTS OPENED

Rafael Menis Pinole citizen, congratulated Ms. Miller for her excellent work as the Development Services Director/City Engineer going above and beyond what had been called for including her engagement and interaction with the community; recognized Ms. Miller had pushed for the City's Mission Statement to include community involvement; and suggested it would be difficult for the City to replace her. He wished her well on her retirement.

PUBLIC COMMENTS CLOSED

The City Council, City Manager Andrew Murray, Fire Chief Chris Wynkoop, and City Clerk Iopu thanked Ms. Miller for her years of service to the City of Pinole and wished her well on her retirement.

B. Presentations / Recognitions

1. CalPERS Update by David Teykaerts, CalPERS Stakeholder Strategy Manager

David Teykaerts, California Public Employees' Retirement System (CalPERS) Stakeholder Relations Manager, provided an extensive PowerPoint presentation on the CalPERS Pension Update for the City of Pinole and answered questions from the Council on the specifics of his presentation.

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole citizen, asked for clarification regarding the steep drop in required contributions in the years shown in the PowerPoint presentation; what the new projections were in the model that saw an anticipated rise in contributions needed after the drop point; and the challenges CalPERS must face in terms of deciding where to invest. He commented CalPERS would have significant return from fossil fuel companies and questioned how CalPERS would balance the short-term fiduciary investment in fossil fuel investments with the long-term harm to the climate and negative impacts on future returns from such investments. He also questioned whether CalPERS would be able to exercise its influence in a timeframe that would not lead to reduced future rates of return due to those investments, and the actions of the companies in which CalPERS had invested.

PUBLIC COMMENTS CLOSED

Mr. Teykaerts acknowledged the balancing act of conflicting priorities between fiduciary obligation and trying to change from the inside track. He reported that CalPERS was closer to the ultimate outcome of moving away from fossil fuels and dirty coal, noting that nothing that CalPERS did individually would drastically change the world since everything operated within a grander, macro effort worldwide, and as such there were no easy answers. He also explained that the spike in the contribution charts was a result of some demographic change in the City and he would have to speak with the actuary to offer further clarification. He would submit that information to the City Manager when available.

The City Council thanked Mr. Teykaerts for his informational and educational presentation and looked forward to the submittal of a sustainability report.

2. Presentation on East Bay Wildfire Protection, Vegetation Management Joint Powers Agency by Jon Kaufman, JPA Co-Chair

Jon Kaufman, Co-Chair, East Bay Hills Wildfire Protection and Vegetation Management Joint Powers Agency (JPA) Formation Committee, provided a PowerPoint presentation on the JPA concept, a grassroots advocacy effort to create a regional agency to reduce wildfire threat throughout the East Bay. He answered questions from the City Council and identified the elected

officials who had endorsed the JPA concept and his hope Pinole elected officials would consider joining the list.

Mr. Kaufman also reported he had met with Contra Costa County Fire Chiefs to discuss the JPA concept but had not requested an endorsement since they were not elected officials and must be non-political. A budget for the JPA had not yet been determined, contributions would be welcome, grants from the State and from the Federal Emergency Management Agency (FEMA) would be sought, or a parcel tax could be considered on a future ballot of the electorate. He also clarified that Marin County was the only jurisdiction in the Bay Area that currently had a JPA for Wildfire Prevention. Once the JPA was in place, the actual vegetation management work was expected to be done by other than the associated Fire Departments. If a JPA was created, it would set standards to ensure the work was done properly and may implement projects that would use funds to hire people to do the work, which would require some expertise and he expected those people to be union members.

Mr. Kaufman also clarified the East Bay Regional Park District (EBRPD) would be a key member of a potential JPA given that much of the high risk land was within the EBRPD. He reported that two elected EBRPD members had endorsed the JPA concept.

Council members looked forward to more information on the concept of the JPA, on funding and scale if a JPA was enacted, encouraged engagement with the tribal communities, and sought a presentation to the Association of Bay Area Governments (ABAG).

Fire Chief Wynkoop added that the same presentation would be made to the County Executive Fire Chiefs in the next week or so and he looked forward to a robust discussion.

PUBLIC COMMENTS OPENED

Ms. Stone reported there were no public comments for this item.

PUBLIC COMMENTS CLOSED

Mr. Kaufman hoped a member of the City Council would request a Future Agenda Item to consider a draft resolution for the JPA similar to the resolution that had been presented to the City Council as part of the PowerPoint presentation.

The City Council thanked Mr. Kaufman for the presentation.

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.

PUBLIC COMMENTS OPENED

Rafael Menis, Pinole citizen, expressed his support for Consent Item 7E, as shown. As to Item 7C, he understood per the resolution in the staff report that the City Council planned to have a full discussion on the need for a Continued Existence of a Local Emergency; however, given the time

constraints he did not see that conversation would happen during this meeting. He asked when that discussion would be scheduled.

PUBLIC COMMENTS CLOSED

Council member Toms referenced Item 7E and asked that the letter be modified to correct the reference to Doctor's Medical Center on Page 1, to read: *Doctor's Medical Centers in Pinole and San Pablo*.

Council member Murphy also spoke to Item 7E and asked that all Council members' names be included on the letter but Mayor Martinez-Rubin clarified that her name had appeared on the letter as the Mayor and as the representative of the City of Pinole. Independent of the City Council, Council members were welcome to submit their own letters in support of Measure X Funding for Fire and Emergency Services.

Council member Tave clarified with staff some of the vendor information shown in the List of Warrants as part of Item 7B, specifically for: NORCAL KENWORTH – BAY AREA for two sledge hauling trucks to haul sludge to the landfill and SWRO1 – SWRCB regarding revolving loan fund payments for the Pinole-Hercules WW Treatment Plant.

Mayor Martinez-Rubin added the City Council had been provided a revised version of Item 7A, which included a correction to the vote as shown on Page 5 for Item 9A.

- A. Approve the Minutes of the Meeting May 4, 2021
- B. Receive the June 12, 2021 – June 25, 2021 List of Warrants in the Amount of \$2,038,908.22 and the June 25, 2021 Payroll in the Amount of \$439,845.64.
- C. Resolution Confirming Continued Existence of Local Emergency [**Action: Adopt Resolution per Staff Recommendation (Casher)**]
- D. Placement of Liens for Delinquent Unpaid Waste Collection Charges Falling Delinquent Between January 2021 and April 2021 Considered at An Administrative Hearing on June 3, 2021 [**Action: Adopt Resolution per Staff Recommendation (Iopu)**]
- E. Council Letter of Support for Measure X Funding for Fire and Emergency Services. [**Action: Authorize Mayor to Sign Letter per Staff Recommendation (Wynkoop)**]
- F. Approve an Amendment to the Consulting Services Agreement with Quincy Engineering, Inc. for Preliminary Engineering Services to Advance the Replacement of the San Pablo Avenue Bridge Over Burlington Northern Santa Fe Railroad (CIP Project #RO1710) in an Amount not to Exceed \$49,800 [**Action: Adopt Resolution per Staff Recommendation (Miller)**]
- G. Approve an Amendment to the Contract and Issue a Task Order for CSG for Staff Augmentation for an Amount Not to Exceed \$100,000. [**Action: Adopt Resolution per Staff Recommendation (Murray)**]

- H. Approve an Amendment of The Consulting Services Agreement With Gray-Bowen-Scott for Project Management Services Through the End of FY 2022-23 for The Replacement of the San Pablo Avenue Bridge Over Burlington Northern Santa Fe Railroad (CIP Project #RO1710) in an Amount Not to Exceed \$164,500
[Action: Adopt Resolution per Staff Recommendation (Miller)]

ACTION: Motion by Council members Toms/Tave to Approve Consent Calendar Items A through H, subject to modification to Item 7E.

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

8. PUBLIC HEARINGS

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

- A. Approve the Comprehensive Design Review (DR-21-05) and CEQA Determination and a Disposition And Development Agreement, Loan Agreement and Regulatory Agreement Between the City of Pinole and Satellite Affordable Housing Associates for the Development of Thirty-Three Affordable Units At 811 San Pablo Avenue.
[Action: Conduct Public Hearing and Adopt Resolution per Staff Recommendation (De La Rosa)]

Assistant City Manager De La Rosa presented the staff report.

Planning Manager David Hanham provided an overview of the discussions of the Planning Commission Ad Hoc Committee, June 28, 2021 Planning Commission public hearing, and the Planning Commission recommendation via a 5-1 vote to recommend the City Council approve the Comprehensive Design Review and California Environmental Quality Act (CEQA) determination. The Planning Commission also asked that the City Council consider allowing all compact parking spaces on-site and consider a more comprehensive plan for the San Pablo Avenue Corridor. He reported that the applicant, Satellite Affordable Housing Associates (SAHA), had recently provided additional design for four more parking spaces on the site.

PUBLIC HEARING OPENED

Rafael Menis, Pinole citizen, understood that one of the major concerns of the Planning Commission was the adequacy of the parking and the Planning Commission had discussed having certain parking spaces assigned to specific units, and the fact some residents may not require parking for a vehicle due to inability or disinterest. He asked whether staff had any additional input on those topics of discussion. He also suggested there were several General Plan Policies that were relevant to the project and read into the record a number of policies within the Sustainability Element. He found the project met all of the conditions within the General Plan, in part because of the limited number of parking spaces and the reliance on public transit. He

noted however, that the Planning Commission had raised concerns with limited public transit given the pandemic had affected existing Western Contra Costa County Transit (WestCAT) routes, but he recognized that since the project was not yet started there would be sufficient time for the Council and the WestCAT Board to make adjustments. He added that Planning Commissioner Kurrent had sought a parking permit process for residents of adjacent roads that may be impacted by parking issues.

Jason (no last name provided), suggested the parking for the project was inadequate even with the additional four parking spaces the applicant had recently identified. He expressed concern that overflow parking would spill onto Meadow Avenue, a narrow street already at capacity, which may result in a safety hazard and prove difficult for emergency vehicles to access Meadow Avenue. He also found the project to be incompatible with the surrounding area and described it as a 50-foot monstrosity towering over existing single-story homes. He questioned the staff assessment that the project was located in a transit-oriented corridor, which he suggested was non-existent. He found the project to be too tall, with insufficient parking, on a too-small parcel, and suggested the project should be reduced in size. He also suggested that the Planning Commission recommendation for the consideration of permit parking for the Meadow Avenue neighborhood would create its own challenges.

PUBLIC HEARING CLOSED

Assistant City Manager De La Rosa, Planning Manager Hanham, and Interim Community Development Director Michael Laughlin responded to questions from the Council and clarified the project would consist of Very Low, Very, Very Low, and Extremely Low Income households. Staff had met with SAHA regarding their projects which in general were affordable housing projects that met the .5 percent ratio for parking. Not all of the residents would drive or would have a vehicle. Most of the SAHA projects staff had reviewed did not have issues with parking. Alternative transportation besides vehicle use would be provided and secured bicycle parking would be provided at the rear of the property, some of which would be sheltered. Electric bicycles could be considered as a future need. A handicapped parking space would be provided on-site outside of the lobby. Car sharing and encouraging the use of the Clipper® Card system could be considered, and a recommendation for SAHA to submit a Transportation Demand Management Plan could also be considered as a condition of approval along with a condition for transportation education and planning. As to a recommendation for solar, it was not required but SAHA could be asked whether solar could be accommodated.

Eve Stewart, Vice President of Real Estate Development, SAHA, explained that as part of the development standards for the project, the project would be required to be solar ready but pursuant to State law SAHA was not required to actually place solar on the building. In addition, pursuant to the site plans, two parking spaces had been dedicated for electric vehicle (EV) charging stations and more could be evaluated.

Staff clarified the requirements of the Housing Density Bonus Law. For this project, the applicant would provide a community garden area as well as other outdoor spaces for residents on the property. The project would not be constructed until 2024. The thirty-three (33) units would count towards the City's Regional Housing Needs Allocation (RHNA) for the 6th Cycle Housing Element. The City's Inclusionary Housing Ordinance was also clarified. The project was within the 50-foot height limit with no concession requested regarding height and setbacks. Given the building

orientation and since it met the height and zoning requirements, from staff's perspective there were no shadowing issues and the highest point of the property was at the rear.

Stephanie Downs, Meyers Nave, clarified, when asked, that there were no legal issues in terms of shadowing in that local neighbors had no legal right to sun versus shade.

Staff also clarified that all parking stalls would be located on-site with the additional parking spaces the applicant had recently identified to also be located on-site. There had been no consideration of parking stickers. The use of the City's Housing Fund for the project was further clarified.

In response to concerns with parking spilling over onto adjacent residential streets and the ability for emergency vehicle access to turn around on Meadow Avenue, Fire Chief Wynkoop advised he would have to review the plans to provide any substantive comments to the City Council.

In response to concerns with neighborhood compatibility, Ms. Stewart explained that SAHA had proposed the development to be in compliance with height and setback limits. Concessions requested were consistent with the Density Bonus Law regarding open space and parking, and SAHA had received positive feedback from an on-line open house and Planning Commission discussions. The building would consist of contemporary massing, would not be too modern, and there would be a nice street presence with a commercial looking frontage to fit in with the rest of the commercial character of the avenue. The building also stepped back on the upper stories and had moved the mass away from the public realm and towards the rear of the site. Positive comments had been received on the overall design and character of the building, but there had been a lot of discussion on the number of parking spaces.

City Manager Murray understood there would not be a need for overflow parking onto residential areas given that was not typical of the clientele to be served; however, if there was he understood residential parking already occurred along the adjacent streets including Meadow Avenue. As long as people were parking in normal parking spaces, he did not see it would exacerbate any safety issues since there was already parking along the curb.

Fire Chief Wynkoop confirmed that emergency vehicle access would not be impeded.

In response to the Mayor, Ms. Stewart acknowledged the importance of accessing the outdoors but explained that private balconies had not been added to the design since it added cost to the buildings and since they were serving low income households and needed to keep costs down to ensure rents were kept affordable for a minimum of 50 years. There were also concerns with equity and having some units with balconies and others not, and balconies tended to be used for storage which may result in other issues. A shared landscape area would be provided on the first floor.

On the discussion, Planning Manager Hanham advised that a condition could be added that prior to issuance of a building permit, SAHA shall submit a Transportation Demand Management Plan (TDMP) to the City for review and approval. As to the parking, the applicant had submitted a revised site plan and it could be conditioned to be reviewed and approved by staff showing the additional parking spaces, as proposed, as part of the project. He also clarified that the Building Code required the building to be wired for solar and the applicant had clarified that solar would be provided on the building.

Council member Toms asked for an additional condition to pre-wire for EV chargers and the bicycle storage at the rear to also be pre-wired for EV charging stations. She otherwise thanked SAHA for going all-electric on the project.

Council member Murphy thanked SAHA for the project which would benefit the community. He clarified with Ms. Stewart the open space area would be on the ground level adjacent to the community room and asked whether solar had been considered in the parking area to shade parked vehicles.

Ms. Stewart stated that SAHA was open to options for solar and had discussed solar on the rooftop but could also look at the parking area, although there were challenges since the stanchions could limit the number of parking spaces, which would have to be evaluated and the solar parking canopies could be quite high and there may be some aesthetic issues. The current plan was to place the solar array on the rooftop. In terms of the requested concessions, she clarified the project was eligible for four concessions pursuant to State law. The challenges for the project were feasibility and she described the project as barely at the financial feasibility threshold.

Council member Murphy found that outdoor space was a large priority for the demographic the project planned to serve and he urged the priority of open space.

Ms. Downs restated the agenda item to approve the Comprehensive Design Review and Disposition and Development Agreement (DDA) and she asked the City Council to approve both items. She also advised that there were deadlines looming for the project and SAHA was trying to obtain Veterans' financing from the State. Given the tight timeline, it was important the project be approved at this time.

Council member Toms suggested as a compromise for the open space versus parking issue, SAHA consider alternative dual use pavement and if there was clearly not a demand for those parking spaces it could be expanded into open space which had been done for another project.

Planning Manager Hanham advised the recommendation could be considered as part of the TDMP.

ACTION: Motion by Mayor Martinez-Rubin/Mayor Pro Tem Salimi to adopt a resolution approving Comprehensive Design Review (DR-21-05) and CEQA Determination And A Disposition And Development Agreement, Loan Agreement And Regulatory Agreement Between The City Of Pinole And Satellite Affordable Housing Associates For The Development Of Thirty-Three Affordable Units At 811 San Pablo Avenue, subject to an added condition that prior to issuance of a building permit Satellite Affordable Housing Associates submit a Transportation Demand Management Plan (TDMP) to the City of Pinole for review and approval.

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

Given the time constraints and ability to have a thorough discussion, Mayor Martinez-Rubin asked Legal Counsel whether a public hearing item could be continued to a future meeting of the City Council.

Ms. Downs confirmed that Item 8B could be continued and the public hearing notice continued to the next regular meeting of the City Council.

Mayor Martinez-Rubin offered a motion, seconded by Mayor Pro Tem Salimi to continue Item 8B to the next meeting of the City Council.

Council member Tave asked that the motion be modified with Items 8B and 9A both continued to the next meeting. Mayor Martinez-Rubin accepted the modification to her motion.

ACTION: Motion by Mayor Martinez-Rubin/Mayor Pro Tem Salimi to continue Items 8B and 9A to the next meeting of the City Council scheduled for July 20, 2021.

Vote:	Passed	4-1
	Ayes:	Martinez-Rubin, Salimi, Tave, Toms
	Noes:	Murphy
	Abstain:	None
	Absent:	None

- B.** Amending Definition of “Offices, Business and Professional” in Section 17.22.020(F)(40) of the Pinole Municipal Code And Chapter 11. Definitions, in the Three Corridors Specific Plan. **[Action: Conduct Public Hearing and Introduce Ordinance per Staff Recommendation (Hanham)]**

The item was continued to July 20, 2021.

9. OLD BUSINESS

- A.** Council Member Requests for Additional Appropriations in Fiscal Year (FY) 2021-22 **[Action: Discuss, Provide Direction and Adopt Resolution per Staff Recommendation (Guillory)]**

The item was continued to July 20, 2021.

10. NEW BUSINESS

None

11. REPORTS & COMMUNICATIONS

- A.** Mayor Report

- 1.** Announcements

Mayor Martinez-Rubin asked everyone to remain calm and adhere to public health guidance related to masking and social distancing.

B. Mayoral & Council Appointments

None

C. City Council Committee Reports & Communications

None

D. Council Requests for Future Agenda Items

Mayor Martinez-Rubin requested a future agenda item to have the draft resolution of the East Bay Wildfire Hills Protection and Vegetation Management JPA to be reviewed by staff and come back to the City Council for discussion at a future meeting. Consensus given.

Mayor Martinez-Rubin requested a future agenda item for staff to prepare an ordinance related to fireworks akin to what Contra Costa County had developed and bring it back to the Council for discussion. Consensus given.

Mayor Martinez-Rubin requested a future agenda item to prepare a proclamation in recognition of Friends of Pinole Creek Watershed's celebration of its 20th anniversary. Consensus given.

Mayor Martinez-Rubin requested a future agenda item for Friends of Pinole Creek Watershed to make a presentation on a new project "Engaging the Community to Protect Pinole Creek Watershed, an assessment of trash impacts to promote a thriving ecosystem." Consensus given.

Mayor Pro Tem Salimi requested a future agenda item to have presentations considered during Special City Council meetings to allow the City Council to conduct its regular business in an effort to avoid long meetings.

Mayor Martinez-Rubin recommended staff come back with a menu of options (alternative ways for presentations) that could be considered rather than presentations as part of City Council meetings, and Mayor Pro Tem Salimi was open to any options that saved time and did not require the City Council to extend its meetings to the early morning hours.

Council member Murphy suggested the City Council Procedures be explored again given challenges with the current process with insight from the City Manager and the Mayor to collaborate with the City Council to change its procedures.

Mayor Martinez-Rubin advised the City Council would have a discussion with the City Manager on procedures and City Manager Murray clarified the future agenda item was to review and discuss the City Council Meeting Procedures where the City Council may consider changes. Consensus given.

Council member Tave requested a future agenda item for a workshop or Special Meeting on the request for additional appropriations in Fiscal Year (FY) 2021-22 (Item 9A) given this was the second meeting the item had been continued.

Mayor Martinez-Rubin pointed out that Item 9A had already been continued to the July 20 City Council meeting. She suggested they get through that and take it from there.

Council member Murphy requested a future agenda item for a presentation from President Stephen Baiter of the East Bay Economic Development Alliance and former Director of the Contra Costa Workforce Development Board. Consensus given.

E. City Manager Report / Department Staff

None

F. City Attorney Report

None

12. ADJOURNMENT to the Regular City Council Meeting of July 20, 2021 in Remembrance of Amber Swartz.

At 11:00 p.m. Mayor Martinez-Rubin adjourned the meeting to the Regular City Council Meeting of July 20, 2021 in Remembrance of Amber Swartz.

Submitted by:

Heather Iopu, CMC
City Clerk

Approved by City Council:



City of Pinole, CA

8B WARRANT LISTING

By Vendor Name

Payment Dates 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 4LE00 - 4LEAF, INC.					
J1909A38	97085	09/03/2021	212-462-42101	BLDG INSPECT/PERMIT TECH-PALLARES/NUNES JULY 2021	26,339.17
Vendor 4LE00 - 4LEAF, INC. Total:					26,339.17
Vendor: AIR10 - AIRGAS USA, LLC					
9981802384	97086	09/03/2021	100-231-42107	RENT CYL MED LARGE AIR	83.35
Vendor AIR10 - AIRGAS USA, LLC Total:					83.35
Vendor: ALH01 - ALHAMBRA & SIERRA SPRINGS					
19593757 080521	97021	08/27/2021	100-222-42201	PD DRINKING WATER SERVICE 7/13-7/29/21	239.61
5025519 080621	97021	08/27/2021	500-641-42201	WWTP DRINKING WATER SERVICE 7/13/21	72.40
5025531 080621	97021	08/27/2021	100-343-44306	CORP YARD DRINKING WATER SERVICE 7/6-7/31/21	61.42
Vendor ALH01 - ALHAMBRA & SIERRA SPRINGS Total:					373.43
Vendor: ALL14 - ALLSTAR FIRE EQUIPMENT, INC.					
233829	97087	09/03/2021	100-231-44306	FIREBALL FLUORINE FREE A/B FOAM 5 GALLON PAILS	609.11
Vendor ALL14 - ALLSTAR FIRE EQUIPMENT, INC. Total:					609.11
Vendor: AME41 - AMERICAN LEGAL PUBLISHING					
10223	96986	08/20/2021	100-112-42101	INTERNET RENEWAL 9/20/21-9/20/22	495.00
Vendor AME41 - AMERICAN LEGAL PUBLISHING Total:					495.00
Vendor: AME01 - AMERICAN PLANNING ASSOC.					
153174-210728	97088	09/03/2021	212-461-42401	APA MEMBERSHIP/CALIFORNIA CENTRAL SECTION	552.00
Vendor AME01 - AMERICAN PLANNING ASSOC. Total:					552.00
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
21-00683	97022	08/27/2021	285-464-42101	BANKRUPTCY/MONTHLY SERVICE FEES JULY 2021	81.20
21-00683	97022	08/27/2021	750-463-42101	BANKRUPTCY/MONTHLY SERVICE FEES JULY 2021	61.15
Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:					142.35
Vendor: MOR17 - ANA AVILA					
081921 REIMBURSEMENT	97023	08/27/2021	100-117-42301	REIMBURSEMENT FOR TRAVEL TO NOTARY CLASS/TRAINING	43.76
Vendor MOR17 - ANA AVILA Total:					43.76
Vendor: 2170 - ANDRITZ SEPARATION, INC.					
8480107839	97089	09/03/2021	500-641-42107	PREVENTATIVE MAINTENANCE FOR CENTRIFUGE	9,620.76
8480107839	97089	09/03/2021	500-641-42107	PREVENTATIVE MAINTENANCE FOR CENTRIFUGE	2,916.14
8480107840	97089	09/03/2021	500-641-42107	PREVENTATIVE MAINTENANCE FOR CENTRIFUGE	382.52
Vendor 2170 - ANDRITZ SEPARATION, INC. Total:					12,919.42
Vendor: 2005 - ANIMAL DAMAGE MANAGEMENT, INC					
4412C	97024	08/27/2021	100-345-42108	PV/FERNANDEZ PARK BIMONTHLY PEST CONTROL	250.00
Vendor 2005 - ANIMAL DAMAGE MANAGEMENT, INC Total:					250.00
Vendor: ARA01 - ARAMARK UNIFORM SERVICES					
073121 860022857	97025	08/27/2021	100 222-44410	PD UNIFORM SERVICE	35.49
073121 860105970	97025	08/27/2021	100-343-44410	CORP YARD UNIFORM SERVICE JULY 2021	1,593.37

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
073121 939388000	97025	08/27/2021	100-231-44410	WPCP/SENIOR CENTER/FD UNIFORM SERVICE JULY 2021	264.90
073121 939388000	97025	08/27/2021	209-552-43804	WPCP/SENIOR CENTER/FD UNIFORM SERVICE JULY 2021	724.39
073121 939388000	97025	08/27/2021	500-641-44410	WPCP/SENIOR CENTER/FD UNIFORM SERVICE JULY 2021	1,320.54
Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:					3,938.69
Vendor: ARM04 - ARMOR LOCKSMITH SERVICES					
75757	97090	09/03/2021	100-222-42108	PD DUPLICATED KEYS	43.85
75783	97090	09/03/2021	100-345-42108	PW KEYS FOR RESTROOM LOCKS	22.90
75816	97090	09/03/2021	100-345-42108	PW KEYS AND ROSE AND TURN	140.67
75933	97090	09/03/2021	100-231-42108	PD NEW LOCK FOR PARKING LOT GATE	15.35
Vendor ARM04 - ARMOR LOCKSMITH SERVICES Total:					222.77
Vendor: ATT01 - AT&T					
000016868223	96988	08/20/2021	525-118-43101	MIS AT&T CALNET SERVICE 7/10- 8/9/21	1,895.93
000016873640	97026	08/27/2021	525-118-43101	FD AT&T CALNET SERVICE 7/11- 8/10/21	734.56
000016873646	97026	08/27/2021	525-118-43101	PW AT&T CALNET SERVICE 7/11- 8/10/21	758.38
000016873647	97026	08/27/2021	525-118-43101	ADMIN AT&T CALNET SERVICE 7/11-8/10/21	2,086.58
000016873648	97026	08/27/2021	525-118-43101	RECREATION AT&T CALNET SERVICE 7/11-8/10/21	816.92
000016873649	97026	08/27/2021	525-118-43101	CDD AT&T CALNET SERVICE 7/11-8/10/21	232.31
000016873651	97026	08/27/2021	525-118-43101	EOC AT&T CALNET SERVICE 7/11-8/10/21	173.63
000016874174	97026	08/27/2021	525-118-43101	AP AT&T CALNET SERVICE 7/11- 8/10/21	210.64
287274105793X07282021	96989	08/20/2021	215-341-43101	PW I80 MOBILITY PROJECT 6/21- 7/20/21	77.22
287277095767X07282021	96989	08/20/2021	215-341-43101	PW I80 MOBILITY PROJECT 6/21- 7/20/21	154.44
312921943 073121	96987	08/20/2021	525-118-43101	PINOLE SWIM CENTER INTERNET AUGUST 2021	90.95
Vendor ATT01 - AT&T Total:					7,231.56
Vendor: BAR40 - BARRY EVANS STUDIO					
9691	97027	08/27/2021	100-110-42101	TAVE-TOMS-MURRAY ADD ON PHOTOS	872.51
9691	97027	08/27/2021	100-113-42101	TAVE-TOMS-MURRAY ADD ON PHOTOS	54.88
Vendor BAR40 - BARRY EVANS STUDIO Total:					927.39
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0023690	97091	09/03/2021	100-343-44306	ALUMINUM SIGNS	98.78
Vendor BAY04 - BAY AREA BARRICADE SVC. Total:					98.78
Vendor: 2241 - BAY AREA LIGHTS AND SIRENS, INC.					
1259	97092	09/03/2021	105-231-47104	REMOVE OLD ANTENNA/INSTALL NEW PANORAMA AVL ANTENN	814.80
Vendor 2241 - BAY AREA LIGHTS AND SIRENS, INC. Total:					814.80
Vendor: ESP01 - BELINDA ESPINOSA					
082621	97028	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICARE REIMBURSEMENT	437.30
Vendor ESP01 - BELINDA ESPINOSA Total:					437.30
Vendor: BIR05 - BIRITE FOODSERVICE DISTRIBUTORS					
6147568	97093	09/03/2021	209-552-43804	SENIOR CENTER LUNCH PROGRAM FOOD SUPPLIES	333.92

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
6147569	97093	09/03/2021	209-552-43807	TO GO BBQ FUNDRAISER FOOD SUPPLIES	223.79
6151339	97093	09/03/2021	209-552-43804	SENIOR CENTER LUNCH PROGRAM FOOD SUPPLIES	822.77
6155632	97093	09/03/2021	209-552-43804	SENIOR CENTER LUNCH PROGRAM FOOD SUPPLIES	657.58
6155633	97093	09/03/2021	209-552-43811	SENIOR CENTER PAPER PRODUCTS	214.82
6159754	97093	09/03/2021	209-552-43804	SENIOR CENTER LUNCH PROGRAM FOOD SUPPLIES	1,044.70
Vendor BIR05 - BIRITE FOODSERVICE DISTRIBUTORS Total:					3,297.58
Vendor: 1654 - BRINK'S INCORPORATED					
11650998	96990	08/20/2021	100-115-42101	TRANSPORTATION SERVICE AUGUST 2021	187.11
Vendor 1654 - BRINK'S INCORPORATED Total:					187.11
Vendor: BRO33 - BROADCAST MUSIC INC					
40763841	97029	08/27/2021	209-551-42101	RECREATION DEPT MUSIC LICENSE	732.00
Vendor BRO33 - BROADCAST MUSIC INC Total:					732.00
Vendor: CAL04 - CALCON SYSTEMS, INC.					
49402	97094	09/03/2021	500-642-42101	ANNUAL SENSAPHONE CELL DIALER SERVICE RENEWAL	410.74
49452	97030	08/27/2021	500-641-42107	THICKENER RAKE ALARM SERVICE	2,599.20
Vendor CAL04 - CALCON SYSTEMS, INC. Total:					3,009.94
Vendor: PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM					
100000016506414	97031	08/27/2021	100-117-41004	ANNUAL UNFUNDED ACCRUED LIABILITY PLAN ID 674	109,319.58
100000016506418	97031	08/27/2021	100-117-41004	ANNUAL UNFUNDED ACCRUED LIABILITY PLAN ID 675	128,085.42
100000016506423	97031	08/27/2021	100-117-41004	ANNUAL UNFUNDED ACCRUED LIABILITY PLAN ID 25716	234.00
100000016506428	97031	08/27/2021	100-117-41004	ANNUAL UNFUNDED ACCRUED LIABILITY PLAN ID 25717	691.33
100000016506432	97031	08/27/2021	100-117-41001	ANNUAL UNFUNDED ACCRUED LIABILITY PLAN ID 27205	429.50
Vendor PER03 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTM Total:					238,759.83
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
623964	97032	08/27/2021	500-641-44305	WWTP ROUTINE MONITORING	1,368.90
624183	97095	09/03/2021	500-641-44305	CENTRIFUGED SLUDGE	125.40
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					1,494.30
Vendor: CCP03 - CCP INDUSTRIES					
IN02776531	97033	08/27/2021	100-343-44410	NITRILE POWDER FREE EXAM GLOVES	269.05
IN02810016	97033	08/27/2021	100-343-44410	HORIZONTAL TAPE MESH FRONT AND BACK	30.36
IN02812268	96991	08/20/2021	100-343-44410	NITRILE POWDER FREE EXAM GLOVES	227.48
IN02815244	96991	08/20/2021	500-641-44410	NITRILE POWDER FREE EXAM GLOVES	196.20
IN02815348	96991	08/20/2021	500-641-44410	NITRILE POWDER FREE EXAM GLOVES	410.26
IN02817641	97033	08/27/2021	500-641-44410	NITRILE POWDER FREE EXAM GLOVES	191.92
ON02805569	96991	08/20/2021	100-343-44410	FULL BRIM WHITE HARD HAT	37.97
Vendor CCP03 - CCP INDUSTRIES Total:					1,363.24
Vendor: CIT08 - CITY MECHANICAL, INC					
74928	97034	08/27/2021	100-231-42108	FD STATION #74 HVAC SERVICE CALL	2,499.25
74952	97034	08/27/2021	209-554-42108	PYC HVAC PM AGREEMENT	1,121.95
Vendor CIT08 - CITY MECHANICAL, INC Total:					3,621.20

WARRANT LISTING
Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1190 - CITY OF BERKELEY					
21-WPPPINOLE-0002	96992	08/20/2021	100-231-42301	THREE PINOLE RECRUITS FOR FIRE ACADEMY	15,000.00
Vendor 1190 - CITY OF BERKELEY Total:					15,000.00
Vendor: 2242 - COLE PRO MEDIA, LLC					
2530	97096	09/03/2021	225-221-42514	TRANSPARENCY ENGAGEMENT ADVISING JULY 2021	2,000.00
Vendor 2242 - COLE PRO MEDIA, LLC Total:					2,000.00
Vendor: COM20 - COMCAST					
080121 I80MOBILITY	96993	08/20/2021	215-341-43101	I-80 MOBILITY PROJECT BUSINESS CABLE 8/5-9/4/21	236.31
080921FD	97035	08/27/2021	100-231-43105	FD BUSINESS CABLE SERVICE 8/14-9/13/21	10.67
081421FD	97097	09/03/2021	100-231-43105	FD CABLE SERVICES 8/19-9/18/21	49.55
Vendor COM20 - COMCAST Total:					296.53
Vendor: CON56 - CONCENTRA MEDICAL CENTERS					
72071005	97036	08/27/2021	100-221-42101	PHYSICAL LEVEL 2 A. EUBANKS	724.50
Vendor CON56 - CONCENTRA MEDICAL CENTERS Total:					724.50
Vendor: CON45 - CONCORD GARDEN EQUIPMENT					
608394	97037	08/27/2021	100-345-42108	BG 50 HANDHELD BLOWER	460.92
Vendor CON45 - CONCORD GARDEN EQUIPMENT Total:					460.92
Vendor: CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT					
704203-JULY	97098	09/03/2021	200-342-42101	TRAFFIC SIGNAL MAINTENANCE JULY 2021	11,818.52
704203-JULY	97098	09/03/2021	310-347-42101	TRAFFIC SIGNAL MAINTENANCE JULY 2021	474.24
704203-JUNE	97098	09/03/2021	200-342-42101	TRAFFIC SIGNAL MAINTENANCE JUNE 2021	3,477.76
704203-JUNE	97098	09/03/2021	310-347-42101	TRAFFIC SIGNAL MAINTENANCE JUNE 2021	316.16
704203-JUNE	97098	09/03/2021	310-348-42101	TRAFFIC SIGNAL MAINTENANCE JUNE 2021	158.08
Vendor CCC13 - CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT Total:					16,244.76
Vendor: CON54 - CONTRA COSTA COUNTY TAX COLLECTOR					
21-028139	97038	08/27/2021	317-345-43201	1270 ADOBE RD UNSECURED PROPERTY TAX	656.41
Vendor CON54 - CONTRA COSTA COUNTY TAX COLLECTOR Total:					656.41
Vendor: CON95 - CONTRA COSTA COUNTY TREASURER					
ASD M7070	97039	08/27/2021	100-117-42101	ANIMAL CONTROL SERVICES JUL-SEP 2021	33,109.74
Vendor CON95 - CONTRA COSTA COUNTY TREASURER Total:					33,109.74
Vendor: COR12 - CORELOGIC SOLUTIONS LLC					
82090620	96994	08/20/2021	525-118-42510	REALQUEST GEOGRAPHIC PACKAGE JULY 2021	650.41
Vendor COR12 - CORELOGIC SOLUTIONS LLC Total:					650.41
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
17755	96995	08/20/2021	100-221-42107	PD PURGE VALVE 2008 FORD CROWN	186.21
17782	96995	08/20/2021	100-221-42107	PD NEW TIRES/OIL CHANGE 2017 FORD EXPLORER	510.60
17787	96995	08/20/2021	100-221-42107	PD BATTERY 2007 PONTIAC GRAND AM	294.36
17818	96995	08/20/2021	100-221-42107	PD NEW TIRES/OIL CHANGE 2017 FORD EXPLORER	509.75
17819	96995	08/20/2021	100-221-42107	PD SERPENTINE BELT LABOR 2016 FORD EXPLORER	116.81
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					1,617.73

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: CSG01 - CSG CONSULTANTS INC.					
36780	97040	08/27/2021	212-461-42101	PINOLE CDD CITY MANAGER PLANNING SERVICES APR 2021	5,270.00
37237	97040	08/27/2021	212-461-42101	PINOLE CDD CITY MANAGER PLANNING SERVICES MAY 2021	10,795.00
37918	97040	08/27/2021	212-461-42101	PINOLE CDD CITY MANAGER PLANNING SERVICES JUN 2021	14,025.00
38323	97099	09/03/2021	212-461-42101	PUBLIC WORKS STAFF AUGMENTATION JULY 2021	5,380.50
38471	97099	09/03/2021	212-461-42101	CDD ACTIVITIES CITY MANAGER PLANNING SVC JULY 2021	10,965.00
Vendor CSG01 - CSG CONSULTANTS INC. Total:					46,435.50
Vendor: COO13 - DANA COOK					
082621	97041	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICAL REIMBURSEMENT	514.83
Vendor COO13 - DANA COOK Total:					514.83
Vendor: HUG01 - DANNY HUGHES					
082621	97042	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICAL REIMBURSEMENT	90.30
Vendor HUG01 - DANNY HUGHES Total:					90.30
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
524272	97043	08/27/2021	100-116-42101	FINGERPRINTS JULY 2021	96.00
524272	97043	08/27/2021	100-221-42101	FINGERPRINTS JULY 2021	130.00
524272	97043	08/27/2021	100-221-42110	FINGERPRINTS JULY 2021	113.00
Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:					339.00
Vendor: DEP03 - DEPARTMENT OF TRANSPORTATION					
SL220073	96996	08/20/2021	200-342-42101	SIGNALS & LIGHTING BILLING APR-JUN 2021	1,644.25
SL220073	96996	08/20/2021	310-347-42101	SIGNALS & LIGHTING BILLING APR-JUN 2021	402.58
SL220073	96996	08/20/2021	310-348-42101	SIGNALS & LIGHTING BILLING APR-JUN 2021	598.83
Vendor DEP03 - DEPARTMENT OF TRANSPORTATION Total:					2,645.66
Vendor: 2152 - DEROTIC EMERGENCY EQUIPMENT					
NO-1567	97100	09/03/2021	100-231-47104	FD CLIPBOARD HOLDER/MOUNT	622.87
Vendor 2152 - DEROTIC EMERGENCY EQUIPMENT Total:					622.87
Vendor: 1443 - DIESEL DIRECT WEST, INC.					
84070291	97044	08/27/2021	100-10601	CORPYARD UNLEADED GAS 500.4 GALLONS 6/15/21	2,000.90
84079109	97044	08/27/2021	100-10601	CORP YARD UNLEADED GAS 500.6 GALLONS 6/22	2,038.78
84088510	97044	08/27/2021	100-10601	CORP YARD UNLEADED GAS 500 GALLONS 6/29/21	2,036.59
84096253	97044	08/27/2021	100-10601	CORP YARD UNLEADED GAS 456.6 GALLONS 7/6/21	1,888.39
84105656	97044	08/27/2021	100-10601	CORP YARD UNLEADED GAS 501 GALLONS 7/13/21	2,044.31
84132291	97044	08/27/2021	100-10601	CORP YARD UNLEADED GAS 500 GALLONS 8/3/21	2,114.12
84141928	97044	08/27/2021	100-10601	CORP YARD UNLEADED GAS 500 GALLONS 8/10/21	2,129.99
84150593	97044	08/27/2021	100-10601	CORP YARD UNLEADED GAS 600 GALLONS 8/17/21	2,495.92
84150639	97044	08/27/2021	100-10602	FD USLD CLEAR 522 GALLONS 8/17/21	2,342.69
84160057	97101	09/03/2021	500-10601	WPCP ULSD CLEAR 235.5 GALLONS 8/24/21	973.74
Vendor 1443 - DIESEL DIRECT WEST, INC. Total:					20,065.43

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2198 - DOWN RANGE INVESTMENTS, LLC					
472704	97102	09/03/2021	100-231-44410	HELMETS WITH DIAL HARNESS	3,376.28
Vendor 2198 - DOWN RANGE INVESTMENTS, LLC Total:					3,376.28
Vendor: 2155 - EAST BAY RESTAURANT SUPPLY, INC.					
SI921989	96997	08/20/2021	106-554-47101	YOUTH CENTER APPLIANCES	2,456.60
SI921989	96997	08/20/2021	106-554-47101	YOUTH CENTER APPLIANCES	2,227.01
SI921989	96997	08/20/2021	106-554-47101	YOUTH CENTER APPLIANCES	300.44
SI921989	96997	08/20/2021	106-554-47101	YOUTH CENTER APPLIANCES	1,978.85
SI921989	96997	08/20/2021	209-554-47101	YOUTH CENTER APPLIANCES	2,398.03
SI924343	96997	08/20/2021	106-554-47101	YOUTH CENTER APPLIANCES	1,763.80
Vendor 2155 - EAST BAY RESTAURANT SUPPLY, INC. Total:					11,124.73
Vendor: WES39 - EAST BAY TIMES					
4647536 RENEWAL	97045	08/27/2021	100-112-42514	E-SUBSCRIPTION 8/29-11/27/21	35.45
Vendor WES39 - EAST BAY TIMES Total:					35.45
Vendor: EBM01 - EBMUD					
EBM-BDO-01518	97103	09/03/2021	500-641-44304	FY22 BACWA MEMBERSHIP AND SPECIAL PROGRAM FEES	14,480.50
Vendor EBM01 - EBMUD Total:					14,480.50
Vendor: 1655 - ENDRESS + HAUSER, INC.					
6002245914	97104	09/03/2021	500-641-44306	PH PROBE-EFFLUENT	602.87
6002263211	97104	09/03/2021	500-641-44306	KIT CCS120/120D/MAINTENANCE SET	1,555.36
Vendor 1655 - ENDRESS + HAUSER, INC. Total:					2,158.23
Vendor: FED01 - FEDEX					
7-452-38189	96998	08/20/2021	100-112-42514	CONTRACT TO CITY ATTORNEY	11.28
7-459-82461	96998	08/20/2021	100-112-42514	CITY ATTORNEY RETURN SHIPPING	5.99
Vendor FED01 - FEDEX Total:					17.27
Vendor: FIS01 - FISHER SCIENTIFIC					
6412172	97105	09/03/2021	500-641-44305	FISHERBRAND ELITE 100-1000UL	275.36
6701809	97046	08/27/2021	500-641-44306	FISHERBRAND ELITE 20-200UL	280.31
Vendor FIS01 - FISHER SCIENTIFIC Total:					555.67
Vendor: FOR02 - FORENSIC SERVICES DIVISION					
PINPD-2107	97106	09/03/2021	100-222-42101	FORENSIC TOXICOLOGY BILLABLE SERVICES JULY 2021	17,865.00
Vendor FOR02 - FORENSIC SERVICES DIVISION Total:					17,865.00
Vendor: 1979 - GALAXY PRESS					
34627	97107	09/03/2021	100-222-42201	PD BUSINESS CARDS DUGGAN/DALAO	111.04
Vendor 1979 - GALAXY PRESS Total:					111.04
Vendor: GAT07 - GATEWAY PINOLE VISTA, LLC					
SEPT 2021 LEASE PAYEMNT	97047	08/27/2021	201-343-42513	SEPT 2021 1340 FITZGERALD DR LEASE PVC	100.00
Vendor GAT07 - GATEWAY PINOLE VISTA, LLC Total:					100.00
Vendor: GLO08 - GLOBALSTAR					
19508885	97108	09/03/2021	525-118-43101	ORBIT 150 WIRELESS PLAN 8/16-9/15/21	112.52
Vendor GLO08 - GLOBALSTAR Total:					112.52
Vendor: H&R02 - H & R PLUMBING AND DRAIN CLEANING, INC.					
2325	97048	08/27/2021	500-641-42107	MAINTENANCE WORK ON PUMPS	1,000.00
2325	97048	08/27/2021	500-641-42107	MAINTENANCE WORK ON PUMPS	7,600.00
Vendor H&R02 - H & R PLUMBING AND DRAIN CLEANING, INC. Total:					8,600.00

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: HAC01 - HACH COMPANY					
12561150	97109	09/03/2021	500-641-44305	SENSOR CAP REPLACEMENT	313.89
12574344	97109	09/03/2021	500-641-44305	NITRIFICATION INHIBITOR 35G	147.56
Vendor HAC01 - HACH COMPANY Total:					461.45
Vendor: HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC					
006M5950	97110	09/03/2021	500-641-44306	3" FLANGE V/S S PVC	88.76
006M6223	97049	08/27/2021	500-641-44306	PVC PIPE	76.83
006M6511	97110	09/03/2021	500-641-44306	WWTP PROCESSING SUPPLIES	475.96
Vendor HAR01 - HARRINGTON INDUSTRIAL PLASTIC, LLC Total:					641.55
Vendor: HDL01 - HDL COREN AND CONE					
SIN008377	96999	08/20/2021	100-115-42101	CONTRACT SERVICES PROPERTY TAX APRIL-JUNE 2021	2,125.00
Vendor HDL01 - HDL COREN AND CONE Total:					2,125.00
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
072621 STATEMENT	97000	08/20/2021	100-110-41002	DENTAL TRUST PREMIUMS AUGUST 2021	498.18
072621 STATEMENT	97000	08/20/2021	100-111-41002	DENTAL TRUST PREMIUMS AUGUST 2021	518.03
072621 STATEMENT	97000	08/20/2021	100-112-41002	DENTAL TRUST PREMIUMS AUGUST 2021	134.47
072621 STATEMENT	97000	08/20/2021	100-113-41002	DENTAL TRUST PREMIUMS AUGUST 2021	53.45
072621 STATEMENT	97000	08/20/2021	100-115-41002	DENTAL TRUST PREMIUMS AUGUST 2021	383.56
072621 STATEMENT	97000	08/20/2021	100-116-41002	DENTAL TRUST PREMIUMS AUGUST 2021	53.45
072621 STATEMENT	97000	08/20/2021	100-221-41002	DENTAL TRUST PREMIUMS AUGUST 2021	1,368.89
072621 STATEMENT	97000	08/20/2021	100-221-41002	DENTAL TRUST PREMIUMS AUGUST 2021	134.47
072621 STATEMENT	97000	08/20/2021	100-222-41002	DENTAL TRUST PREMIUMS AUGUST 2021	53.45
072621 STATEMENT	97000	08/20/2021	100-222-41002	DENTAL TRUST PREMIUMS AUGUST 2021	302.54
072621 STATEMENT	97000	08/20/2021	100-223-41002	DENTAL TRUST PREMIUMS AUGUST 2021	1,204.13
072621 STATEMENT	97000	08/20/2021	100-231-41002	DENTAL TRUST PREMIUMS AUGUST 2021	1,137.20
072621 STATEMENT	97000	08/20/2021	100-341-41002	DENTAL TRUST PREMIUMS AUGUST 2021	241.37
072621 STATEMENT	97000	08/20/2021	100-343-41002	DENTAL TRUST PREMIUMS AUGUST 2021	921.44
072621 STATEMENT	97000	08/20/2021	100-465-41002	DENTAL TRUST PREMIUMS AUGUST 2021	114.62
072621 STATEMENT	97000	08/20/2021	105-221-41002	DENTAL TRUST PREMIUMS AUGUST 2021	820.57
072621 STATEMENT	97000	08/20/2021	105-231-41002	DENTAL TRUST PREMIUMS AUGUST 2021	53.45
072621 STATEMENT	97000	08/20/2021	106-222-41002	DENTAL TRUST PREMIUMS AUGUST 2021	134.47
072621 STATEMENT	97000	08/20/2021	106-231-41002	DENTAL TRUST PREMIUMS AUGUST 2021	114.62
072621 STATEMENT	97000	08/20/2021	209-551-41002	DENTAL TRUST PREMIUMS AUGUST 2021	134.47
072621 STATEMENT	97000	08/20/2021	209-552-41002	DENTAL TRUST PREMIUMS AUGUST 2021	88.19
072621 STATEMENT	97000	08/20/2021	209-554-41002	DENTAL TRUST PREMIUMS AUGUST 2021	121.02
072621 STATEMENT	97000	08/20/2021	212-461-41002	DENTAL TRUST PREMIUMS AUGUST 2021	134.47
072621 STATEMENT	97000	08/20/2021	212-462-41002	DENTAL TRUST PREMIUMS AUGUST 2021	-134.47

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
072621 STATEMENT	97000	08/20/2021	500-641-41002	DENTAL TRUST PREMIUMS AUGUST 2021	929.09
072621 STATEMENT	97000	08/20/2021	500-642-41002	DENTAL TRUST PREMIUMS AUGUST 2021	241.37
072621 STATEMENT	97000	08/20/2021	505-119-41002	DENTAL TRUST PREMIUMS AUGUST 2021	268.94
072621 STATEMENT	97000	08/20/2021	998-20105	DENTAL TRUST PREMIUMS AUGUST 2021	308.82
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					10,334.26
Vendor: HIL03 - HILLTOP FORD					
FOCS351558	97111	09/03/2021	100-221-42107	PD BRAKES 2015 FORD LIC 807	255.17
Vendor HIL03 - HILLTOP FORD Total:					255.17
Vendor: HOR05 - HORIZON					
1R285122	97050	08/27/2021	100-345-42108	LANDSCAPING SUPPLIES	180.64
Vendor HOR05 - HORIZON Total:					180.64
Vendor: IED02 - IEDA, INC.					
23472	97112	09/03/2021	100-116-42101	LABOR RELATIONS CONSULTING FEES AUGUST 2021	2,354.00
Vendor IED02 - IEDA, INC. Total:					2,354.00
Vendor: IMA01 - IMAGE SALES, INC.					
0070676-IN	97113	09/03/2021	100-222-42201	PD BADGES FOR J. DEARING	21.07
Vendor IMA01 - IMAGE SALES, INC. Total:					21.07
Vendor: 1131 - INTRADO INTERACTIVE SERVICES CORPORATION					
136919	97051	08/27/2021	525-118-42105	CLIENT SSL CERTIFICATE	750.00
Vendor 1131 - INTRADO INTERACTIVE SERVICES CORPORATION Total:					750.00
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X06123801	97114	09/03/2021	500-641-44305	DEIONIZATION AND PORTABLE EXCHANGE SVC AUGUST 2021	464.68
Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:					464.68
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
233290	97115	09/03/2021	100-117-42511	PORTABLE TOILET RENTAL 7/29- 8/25/21	137.77
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					137.77
Vendor: 2035 - JACK CLANCY ASSOCIATES					
1358	97001	08/20/2021	100-231-42301	2021 FIRE CAPTAIN ASSESSMENT PROCESS	8,500.00
Vendor 2035 - JACK CLANCY ASSOCIATES Total:					8,500.00
Vendor: COR15 - JACQUELINE L CORL-SEIDEL					
073021	97002	08/20/2021	209-552-43802	BALANCE/YOGA CLASS JULY 2021	127.75
Vendor COR15 - JACQUELINE L CORL-SEIDEL Total:					127.75
Vendor: MEL05 - JAMES MELVIN					
082621	97052	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICAL REIMBURSEMENT	141.50
Vendor MEL05 - JAMES MELVIN Total:					141.50
Vendor: 1611 - JANICE M. BYER					
073021	97003	08/20/2021	209-552-43802	EXERCISE CLASSES JULY 2021	495.00
Vendor 1611 - JANICE M. BYER Total:					495.00
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
7429	97053	08/27/2021	209-554-42108	PYC MONTHLY JANITORIAL SERVICE AUG 2021	179.70
7430	97053	08/27/2021	209-552-42108	SENIOR CENTER MONTHLY JANITORIAL SERVICE AUG 2021	172.60
7431	97116	09/03/2021	209-552-43810	SENIOR CENTER KITCHEN MONTHLY JANITORIAL AUG 2021	151.65

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
7432	97053	08/27/2021	209-553-42108	TINY TOTS MONTHLY JANITORIAL SERVICE AUG 2021	212.00
7773	97053	08/27/2021	209-554-42108	PYC JANITORIAL INCREASE JULY/AUG	722.63
7775	97053	08/27/2021	209-552-42108	SENIOR CENTER JANITORIAL INCREASE JUL/AUG	652.28
7776	97053	08/27/2021	209-552-43810	SENIOR CENTER KITCHEN JANITORIAL INCREASE JUL/AUG	662.61
7777	97053	08/27/2021	209-553-42108	TINY TOTS JANITORIAL INCREASE JUL/AUG	447.36
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					3,200.83
Vendor: HAR29 - JOHN HARDESTER					
082621	97054	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICARE REIMBURSEMENT	207.90
Vendor HAR29 - JOHN HARDESTER Total:					207.90
Vendor: 1391 - JONAY BROWN LEE					
083121 REFUND	97117	09/03/2021	209-20308	REFUND RENTAL DUE TO CANCELLATION OF LARGE INDOOR	250.00
Vendor 1391 - JONAY BROWN LEE Total:					250.00
Vendor: MIS01 - JULIAN MISRA					
082621	97055	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICARE REIMBURSEMENT	437.30
Vendor MIS01 - JULIAN MISRA Total:					437.30
Vendor: KEL09 - KELLER CANYON LANDFILL					
4212-000030363	97056	08/27/2021	500-641-44302	WPCP SLUDGE REMOVAL 8/2-8/15/21	4,327.99
Vendor KEL09 - KELLER CANYON LANDFILL Total:					4,327.99
Vendor: COP02 - KENETH COPPO					
082621	97057	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICAL REIMBURSEMENT	1,203.65
Vendor COP02 - KENETH COPPO Total:					1,203.65
Vendor: KNO03 - KNORR SYSTEMS, INC.					
51232309	97058	08/27/2021	209-557-44306	MINI BULK-SODIUM HYPOCHLORITE	1,283.77
Vendor KNO03 - KNORR SYSTEMS, INC. Total:					1,283.77
Vendor: KUB00 - KUBWATER RESOURCES, INC.					
10518	97118	09/03/2021	500-641-44303	ZETAG TOTES	24,044.73
Vendor KUB00 - KUBWATER RESOURCES, INC. Total:					24,044.73
Vendor: 2078 - LAMPO INVESTIGATIONS - POLYGRAPH					
2-1352	97119	09/03/2021	100-221-42101	PRE-EMPLOYMENT LAW ENFORCEMENT POLYGRAPH EXAMS	800.00
Vendor 2078 - LAMPO INVESTIGATIONS - POLYGRAPH Total:					800.00
Vendor: LAN01 - LANER ELECTRIC SUPPLY, INC					
920083	97004	08/20/2021	100-345-44306	STR CTRL CBL/S-CVR CAN	117.53
920702	97120	09/03/2021	100-343-44306	SATCO ELECTRICAL SUPPLIES	1,465.27
Vendor LAN01 - LANER ELECTRIC SUPPLY, INC Total:					1,582.80
Vendor: LAN15 - LANGUAGE LINE SERVICES					
10288034	97121	09/03/2021	100-223-42101	LANGUAGE LINE SERVICES JULY 2021	94.00
Vendor LAN15 - LANGUAGE LINE SERVICES Total:					94.00
Vendor: 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY					
52273103.001	97059	08/27/2021	100-343-44306	FOUNTAIN STOCK HAWS VRK5010	331.50
Vendor 1450 - LIKIBER INC. -RUBENSTEIN SUPPLY COMPANY Total:					331.50
Vendor: CUR03 - LN CURTIS & SONS					
INV512897	97005	08/20/2021	100-231-44410	CAL FIRE PANTS	2,040.98

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
INV514232	97005	08/20/2021	100-231-44410	CAL FIRE TACTICAL PANTS	422.57
INV514954	97005	08/20/2021	100-231-44410	CAL FIRE TACTICAL PANTS	215.53
Vendor CUR03 - LN CURTIS & SONS Total:					2,679.08
Vendor: 1566 - MANAGEMENT PARTNERS, INC.					
INV09520	97060	08/27/2021	100-110-42101	PINOLE CITY COUNCIL TEAMBUILDING/GOAL SETTING	9,900.00
INV09531	97060	08/27/2021	100-116-42101	PINOLE CITY MANAGER PERFORMANCE EVAL 2021	1,500.00
Vendor 1566 - MANAGEMENT PARTNERS, INC. Total:					11,400.00
Vendor: MAN01 - MANNA FOODS, INC.					
951979	97122	09/03/2021	209-552-43807	RIBS FOR FUNDRAISER	1,360.81
962153	97122	09/03/2021	209-552-43804	SENIOR CENTER LUNCH PROGRAM FOOD SUPPLIES	206.49
Vendor MAN01 - MANNA FOODS, INC. Total:					1,567.30
Vendor: 2238 - MARKISHA GUILLORY					
8852-8855 PETTY CASH REIMB...	97061	08/27/2021	100-110-42201	PETTY CASH REIMBURSEMENT REC# 8852-8855	8.70
8852-8855 PETTY CASH REIMB...	97061	08/27/2021	100-112-42514	PETTY CASH REIMBURSEMENT REC# 8852-8855	13.08
8852-8855 PETTY CASH REIMB...	97061	08/27/2021	100-341-42302	PETTY CASH REIMBURSEMENT REC# 8852-8855	6.00
8852-8855 PETTY CASH REIMB...	97061	08/27/2021	500-641-42201	PETTY CASH REIMBURSEMENT REC# 8852-8855	22.71
Vendor 2238 - MARKISHA GUILLORY Total:					50.49
Vendor: DRA01 - MARY DRAZBA					
082621	97062	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICARE REIMBURSEMENT	314.22
Vendor DRA01 - MARY DRAZBA Total:					314.22
Vendor: ROB21 - MARY ROBERTS					
082621	97063	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICARE REIMBURSEMENT	220.20
Vendor ROB21 - MARY ROBERTS Total:					220.20
Vendor: 2239 - MARYSOL SANCHEZ					
081921 REFUND	97123	09/03/2021	100-221-33218	REFUND ALCOHOL PERMIT	75.00
Vendor 2239 - MARYSOL SANCHEZ Total:					75.00
Vendor: MCM05 - MCMASTER-CARR SUPPLY CO.					
61971607	97124	09/03/2021	500-641-44306	WWTP SUPPLIES	80.94
Vendor MCM05 - MCMASTER-CARR SUPPLY CO. Total:					80.94
Vendor: MEY01 - MEYERS NAVE, A PROFESSIONAL CORPORATION					
2021060264	97006	08/20/2021	100-114-42102	CITY ATTORNEY SERVICES	16,033.00
2021060265	97006	08/20/2021	100-114-42102	CITY COUNCIL MEETINGS	2,834.00
2021060266	97006	08/20/2021	100-114-42102	PUBLIC RECORDS ACT REQUESTS	130.00
2021060267	97006	08/20/2021	100-114-42102	RISK MANAGEMENT	600.00
2021060268	97006	08/20/2021	100-114-42102	PINOLE SHORES II-CR	951.50
2021060269	97006	08/20/2021	100-114-42102	COVID-19	1,637.00
2021060270	97006	08/20/2021	100-114-42102	GENERAL SERVICES-FINANCE DEPARTMENT	2,066.00
2021060271	97006	08/20/2021	100-114-42102	GENERAL SERVICES-PUBLIC WORKS	261.00
2021060272	97006	08/20/2021	100-114-42102	CLAIM AGAINST PG&E DELAYS TO PROJECT CONSTRUCTION	1,054.00
2021060273	97006	08/20/2021	100-114-42102	MVP CONSTRUCTION LLC DISPUTE	4,565.00
2021060274	97006	08/20/2021	100-114-42102	GENERAL SERVICES-CITY CLERK	90.00
2021060275	97006	08/20/2021	100-114-42102	GENERAL SERVICES-POLICE	180.00
2021060277	97006	08/20/2021	100-114-42102	GENERAL SERVICES-COMMUNITY DEVELOPMENT	6,155.00
2021060278	97006	08/20/2021	100-114-42102	GENERAL SERVICES-FIRE	116.00

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
2021060279	97006	08/20/2021	100-114-42102	GENERAL SERVICES-RECREATIONAL	90.00
2021060280	97006	08/20/2021	100-114-42102	HOUSING SUCCESSOR-RDA AFFORDABLE HOUSING COMPLIANCE	4,954.00
2021060281	97006	08/20/2021	100-114-42102	SUCCESSOR AGENCY-RDA SURPLUS PROPERTIES	6,411.00
Vendor MEY01 - MEYERS NAVE, A PROFESSIONAL CORPORATION Total:					48,127.50
Vendor: 1311 - M-GROUP					
2002610	97008	08/20/2021	212-20341	ON-CALL PLANNING SERVICES JUNE 2021	632.50
2002610	97008	08/20/2021	212-20342	ON-CALL PLANNING SERVICES JUNE 2021	57.50
2002610	97008	08/20/2021	212-20344	ON-CALL PLANNING SERVICES JUNE 2021	373.75
2002610	97008	08/20/2021	212-20345	ON-CALL PLANNING SERVICES JUNE 2021	115.00
2002610	97008	08/20/2021	212-461-42101	ON-CALL PLANNING SERVICES JUNE 2021	10,378.75
Vendor 1311 - M-GROUP Total:					11,557.50
Vendor: 1115 - MICHELLE FITZER					
082621	97064	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICARE REIMBURSEMENT	220.20
Vendor 1115 - MICHELLE FITZER Total:					220.20
Vendor: MUN10 - MUNICIPAL EMERGENCY SERVICES INC.					
IN1605944	97125	09/03/2021	100-231-44410	LEATHER STRUCTURAL BOOT	1,325.71
Vendor MUN10 - MUNICIPAL EMERGENCY SERVICES INC. Total:					1,325.71
Vendor: MUN07 - MUNICIPAL POOLING AUTH.					
INV002047	97065	08/27/2021	100-116-42101	DOT-DRUG/ALCOHOL TESTING APR-JUN 2021	337.78
Vendor MUN07 - MUNICIPAL POOLING AUTH. Total:					337.78
Vendor: 2236 - NATIONAL ACADEMY OF ATHLETICS					
6321	97009	08/20/2021	209-555-36405	ALL SORTS OF SPORTS CAMP INSTRUCTORS 7/26-30/2021	1,036.00
Vendor 2236 - NATIONAL ACADEMY OF ATHLETICS Total:					1,036.00
Vendor: 2240 - OLD REPUBLIC TITLE COMPANY					
082321 INVOICE	97126	09/03/2021	106-344-47206	CONDITION OF TITLE 1081 HAZEL DRIVE	400.00
Vendor 2240 - OLD REPUBLIC TITLE COMPANY Total:					400.00
Vendor: OTI01 - OTIS ELEVATOR COMPANY					
100400484563	97066	08/27/2021	100-343-42108	CITY HALL MONTHLY ELEVATOR SERVICE SEPT 2021	116.86
Vendor OTI01 - OTIS ELEVATOR COMPANY Total:					116.86
Vendor: 1555 - OWEN EQUIPMENT					
00053654	97010	08/20/2021	207-344-44306	EXTENSION BROOM	455.29
00053656	97010	08/20/2021	207-344-44306	FSO-HOPPER PROP	48.88
Vendor 1555 - OWEN EQUIPMENT Total:					504.17
Vendor: PAC41 - PACIFIC ECORISK					
17588	97067	08/27/2021	500-641-44305	NPDES TOXICITY TESTING 7/12-7/15/21	1,046.00
17609	97067	08/27/2021	500-641-44305	SPECIES SCREENING WORKPLAN	490.00
Vendor PAC41 - PACIFIC ECORISK Total:					1,536.00
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
60781	97068	08/27/2021	100-222-42108	MONTHLY LANDSCAPE MAINTENANCE-AUGUST 2021	122.50
60781	97068	08/27/2021	100-231-42108	MONTHLY LANDSCAPE MAINTENANCE-AUGUST 2021	327.50

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
60781	97068	08/27/2021	100-343-42108	MONTHLY LANDSCAPE MAINTENANCE-AUGUST 2021	174.40
60781	97068	08/27/2021	100-345-42108	MONTHLY LANDSCAPE MAINTENANCE-AUGUST 2021	5,619.33
60781	97068	08/27/2021	200-342-42108	MONTHLY LANDSCAPE MAINTENANCE-AUGUST 2021	326.00
60781	97068	08/27/2021	201-343-42108	MONTHLY LANDSCAPE MAINTENANCE-AUGUST 2021	532.60
60781	97068	08/27/2021	209-552-42108	MONTHLY LANDSCAPE MAINTENANCE-AUGUST 2021	198.00
60781	97068	08/27/2021	209-553-42108	MONTHLY LANDSCAPE MAINTENANCE-AUGUST 2021	206.00
60781	97068	08/27/2021	209-557-42108	MONTHLY LANDSCAPE MAINTENANCE-AUGUST 2021	206.00
60781	97068	08/27/2021	310-347-42108	MONTHLY LANDSCAPE MAINTENANCE-AUGUST 2021	60.00
60781	97068	08/27/2021	310-348-42108	MONTHLY LANDSCAPE MAINTENANCE-AUGUST 2021	65.00
Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:					7,837.33
Vendor: ATH02 - PATRICIA ATHENOUR					
082621	97069	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICARE REIMBURSEMENT	220.20
Vendor ATH02 - PATRICIA ATHENOUR Total:					220.20
Vendor: LON02 - PATRICIA LONG					
073021	97011	08/20/2021	209-552-43802	CWLD CLASS JULY 2021	109.20
Vendor LON02 - PATRICIA LONG Total:					109.20
Vendor: CLA17 - PAUL CLANCY					
082621	97070	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICAL REIMBURSEMENT	463.25
Vendor CLA17 - PAUL CLANCY Total:					463.25
Vendor: PET08 - PET FOOD EXPRESS CORP					
04-2107PN	97071	08/27/2021	100-221-42514	DOG FOOD/EAR WASH	55.95
19-2108PN	97071	08/27/2021	100-221-42514	PD DOG FOOD	47.73
Vendor PET08 - PET FOOD EXPRESS CORP Total:					103.68
Vendor: PGE01 - PG&E					
080821-3834	97012	08/20/2021	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	32.38
081121-1801	97072	08/27/2021	209-553-43103	2454 SIMAS AVE REC CTR & POOL	13.62
081221-0498	97127	09/03/2021	100-231-43103	3790 PINOLE VALLEY RD FIRESTATION	729.72
081221-4157	97072	08/27/2021	100-222-43103	809 CITY HALL	15.00
081221-6043	97127	09/03/2021	100-231-43103	3790 PINOLE VALLEY RD	24.94
081321-0883	97072	08/27/2021	100-222-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	133.92
081321-0883	97072	08/27/2021	100-223-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	26.78
081321-0883	97072	08/27/2021	100-231-43103	800 TENNENT AVE PUBLI C SAFETY FACILITY	107.15
081321-1156	97072	08/27/2021	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	31.04
081321-1156	97072	08/27/2021	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	46.55
081321-1462	97072	08/27/2021	209-552-43103	2500 CHARLES ST SENIOR CENTER	185.11
081321-3029	97072	08/27/2021	100-345-43103	1270 ADOBE RD @ OUTSIDE BATHROOMS	139.03
081321-7186	97072	08/27/2021	209-558-43103	601 TENNENT AVE PUBLIC MEETING HALL	8.12
081321-8716	97072	08/27/2021	500-641-43103	SEWAGE PLNT-FT OF TENNENT	2,012.09
081821-0217	97127	09/03/2021	100-345-43103	TENNENT & PARK ST CLUB HOUSE	18.02

WARRANT LISTING
Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
081821-0813	97127	09/03/2021	200-342-43103	2149 1/2 APPIAN WAY TRAFFIC SIGNAL	51.67
081821-0923	97127	09/03/2021	100-110-43103	2131 PEAR ST	85.44
081821-0923	97127	09/03/2021	100-111-43103	2131 PEAR ST	112.42
081821-0923	97127	09/03/2021	100-112-43103	2131 PEAR ST	123.65
081821-0923	97127	09/03/2021	100-115-43103	2131 PEAR ST	308.02
081821-0923	97127	09/03/2021	100-116-43103	2131 PEAR ST	89.93
081821-0923	97127	09/03/2021	100-117-43103	2131 PEAR ST	1,000.50
081821-0923	97127	09/03/2021	100-343-43103	2131 PEAR ST	1,863.84
081821-0923	97127	09/03/2021	200-342-43103	2131 PEAR ST	326.00
081821-0923	97127	09/03/2021	212-461-43103	2131 PEAR ST	134.90
081821-0923	97127	09/03/2021	212-462-43103	2131 PEAR ST	339.49
081821-0923	97127	09/03/2021	285-464-43103	2131 PEAR ST	112.42
081821-2506	97127	09/03/2021	215-341-43103	701 Pinon/2489 San Pablo-Electric CHGS	32.05
081821-2969	97127	09/03/2021	201-343-43103	600 TENNENT AVE BLACKIES STORAGE	19.70
081821-3537	97127	09/03/2021	100-343-43103	659 TENNENT AVE PARKING LOT LIGHTS	72.03
081821-3850	97127	09/03/2021	100-345-43103	601 TENNENT AVE CARETAKER'S SHED	104.86
081821-3914	97127	09/03/2021	100-345-43103	FERNANDEZ PARK BALLPARK LIGHTING	115.72
081821-4065	97127	09/03/2021	209-559-43103	2937 PINOLE VALLEY RD TENNIS CT LIGHTS	508.84
081821-4368	97127	09/03/2021	200-342-43103	APPIAN WAY & TARA HILLS TRAFFIC SIGNAL	121.70
081821-4612	97127	09/03/2021	201-343-43103	2100 SAN PABLO AVE FARIA HOUSE	39.78
081821-4951	97127	09/03/2021	201-343-43103	2279 1/2 PARK ST	10.69
081821-5137	97127	09/03/2021	209-557-43103	2450 SIMAS AVE SWIM CTR	1,752.65
081821-5274	97127	09/03/2021	201-343-43103	2361 SAN PABLO AVE OLD BANK BUILDING	59.16
081821-6969	97127	09/03/2021	201-343-43103	2361 SAN PABLO AVE PARKING LOT LIGHTS	104.30
081821-7509	97127	09/03/2021	200-342-43103	TARA HILLS DR 500 FT APPIAN WAY TRAFFIC SIGNAL	56.38
081821-7964	97127	09/03/2021	310-348-43103	2680 PINOLE VALLEY RD MEDIAN IRRIGATION SHOPPING C	10.70
081821-9985	97127	09/03/2021	201-343-43103	NEAR 795 FERNANDEZ PARKING LOT LIGHTS	135.34
081921-0081	97127	09/03/2021	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	76.27
081921-0209	97127	09/03/2021	200-342-43103	S/E CORNER SAN PABLO AVE & TENNENT TRAFFIC SIGNAL	79.01
081921-0466	97127	09/03/2021	209-554-43103	635 TENNENT AVE YOUTH CTR/CATV	7.02
081921-0466	97127	09/03/2021	505-119-43103	635 TENNENT AVE YOUTH CTR/CATV	10.52
081921-1121	97127	09/03/2021	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	71.17
081921-1233	97127	09/03/2021	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	80.12
081921-2615	97127	09/03/2021	100-345-43103	S/E CORNER OF ROGERS & NOB HILL SPRINKLER SYSTEM	9.85
081921-2620	97127	09/03/2021	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	105.86
081921-2793	97127	09/03/2021	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	87.24
081921-3311	97127	09/03/2021	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	103.37
081921-4193	97127	09/03/2021	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	57.07

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
081921-5127	97127	09/03/2021	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	123.16
081921-5374	97127	09/03/2021	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	93.31
081921-5387	97127	09/03/2021	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	40.20
081921-7114	97127	09/03/2021	200-342-43103	2429 SAN PABLO AVE	72.28
081921-8086	97127	09/03/2021	200-342-43103	N/S BORDER CITY OF PINOLE	106.49
081921-8687	97127	09/03/2021	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	93.80
081921-9824	97127	09/03/2021	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	105.35
Vendor PGE01 - PG&E Total:					12,537.74
Vendor: 1009 - PRECISION IT CONSULTING					
11732	97013	08/20/2021	525-118-42510	LENOVO DOCKING STATION	391.68
11740	97073	08/27/2021	525-118-42101	PRECISION 360 GOLD AGREEMENT SEPT 2021	14,500.00
11740	97073	08/27/2021	525-118-42105	PRECISION 360 GOLD AGREEMENT SEPT 2021	1,815.00
11740	97073	08/27/2021	525-118-42106	PRECISION 360 GOLD AGREEMENT SEPT 2021	364.70
11752	97013	08/20/2021	525-118-42510	MICROSOFT OFFICE 365 GCC G3 JULY 2021	2,752.00
11769	97130	09/03/2021	525-118-42101	LAPTOP FOR FH CONSULTANT	241.22
11769	97130	09/03/2021	525-118-47106	LAPTOP FOR FH CONSULTANT	2,044.54
Vendor 1009 - PRECISION IT CONSULTING Total:					22,109.14
Vendor: PRO18 - PROTECTION 1 / ADT					
080221 STATEMENT	97014	08/20/2021	209-553-42108	TINY TOTS ALARM SERVICE 8/24-9/23/21	85.50
Vendor PRO18 - PROTECTION 1 / ADT Total:					85.50
Vendor: QUI11 - QUINCY ENGINEERING, INC.					
20-2830.00-13	97131	09/03/2021	325-342-47205	RO1710 PRELIMINARY DESIGN SERVICES FOR SPA BRIDGE	24,685.35
Vendor QUI11 - QUINCY ENGINEERING, INC. Total:					24,685.35
Vendor: RWS00 - R.W. SCOTT CONSTRUCTION					
080121 INVOICE	97132	09/03/2021	100-231-42512	WEED ABATEMENT AND FIRE PREVENTION JULY 2021	17,280.00
Vendor RWS00 - R.W. SCOTT CONSTRUCTION Total:					17,280.00
Vendor: 2025 - RAY MORGAN COMPANY, LLC.					
3412755	97074	08/27/2021	525-118-42107	COPIER CONTRACT BASE/USAGE CHARGES 7/15-8/14/21	502.79
Vendor 2025 - RAY MORGAN COMPANY, LLC. Total:					502.79
Vendor: ROS08 - RSG, INC.					
I007506	97075	08/27/2021	285-464-42101	AFFORDABLE HOUSING RFP/DEVELOPER SELECT JULY 2021	1,350.00
I007511	97075	08/27/2021	750-463-42101	REAL ESTATE OPEN LISTING BROKER SERVICES JULY 2021	2,042.50
Vendor ROS08 - RSG, INC. Total:					3,392.50
Vendor: 1204 - S & L BODY AND FRAME					
072121	97015	08/20/2021	100-221-42107	CAR WASH CLEANING PATROL CARS JULY 2021	550.00
Vendor 1204 - S & L BODY AND FRAME Total:					550.00
Vendor: SPA04 - S.P. AUTOMOTIVE					
6-685508	97133	09/03/2021	100-343-44306	V-BELT FOR AIR HANDLER	27.22
6-687407	97133	09/03/2021	500-642-44306	1000 CCA NATIONWIDE BATTERY	301.66

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
6-687408	97133	09/03/2021	500-642-44306	CORE RETURN FOR BATTERY PURCHASE	-71.34
Vendor SPA04 - S.P. AUTOMOTIVE Total:					257.54
Vendor: 1679 - SAFE BUILT, LLC					
71566	97134	09/03/2021	212-462-42101	PLAN CHECK SERVICES JULY 2021	3,480.00
Vendor 1679 - SAFE BUILT, LLC Total:					3,480.00
Vendor: 1982 - SHAPE INCORPORATED					
128695	97135	09/03/2021	500-641-44306	RDT HOPPER PUMP PARTS	2,109.89
Vendor 1982 - SHAPE INCORPORATED Total:					2,109.89
Vendor: 1714 - SHERRI D. LEWIS					
CC02PINOLE-FY2020/21	97016	08/20/2021	100-112-42101	MINUTES FINANCE SUBCOMMITTEE PINOLE TV 6/3/21	562.50
CC04PINOLE-FY2020/21	97016	08/20/2021	100-112-42101	MINUTES FOR CITY COUNCIL MEETING PINOLE TV 6/29/21	1,050.00
CC04PINOLE-FY2021/22	97016	08/20/2021	100-112-42101	MINUTES FOR CITY COUNCIL MEETING PINOLE TV 7/6/21	712.50
Vendor 1714 - SHERRI D. LEWIS Total:					2,325.00
Vendor: 2048 - SONIC.NET, LLC					
1002933679	97076	08/27/2021	525-118-43101	SEPTEMBER 2021 ETHERNET SERVICE	449.00
Vendor 2048 - SONIC.NET, LLC Total:					449.00
Vendor: SQU00 - SQUARE DEAL GARAGE					
35837	97077	08/27/2021	100-221-42107	PD ABS HYDRAULIC CONTROL UNIT	1,335.93
36015	97077	08/27/2021	100-221-42107	PD OIL CHANGE 2020 FORD POLICE INTERCEPTOR UTILITY	49.04
Vendor SQU00 - SQUARE DEAL GARAGE Total:					1,384.97
Vendor: 1246 - STARCHASE, LLC					
20131900	97136	09/03/2021	100-221-42106	SCTSP-T1 TIER DATA & MAPPING/UNLIMITED GPC	13,815.00
Vendor 1246 - STARCHASE, LLC Total:					13,815.00
Vendor: STE20 - STERICYCLE, INC.					
3005647138	97078	08/27/2021	100-222-42101	PD STERI SAFE ECONOMY MONTHLY 8/1/21	57.93
Vendor STE20 - STERICYCLE, INC. Total:					57.93
Vendor: 1253 - TARAH ORNELAS					
646	97137	09/03/2021	209-552-43809	SENIOR CENTER NEWSLETTER SEPTEMBER 2021	299.35
Vendor 1253 - TARAH ORNELAS Total:					299.35
Vendor: KRI01 - TERRI KRIEGER					
082621	97079	08/27/2021	100-117-41101	SEPTEMBER 2021 RETIREE MEDICARE REIMBURSEMENT	220.20
Vendor KRI01 - TERRI KRIEGER Total:					220.20
Vendor: TYL00 - TYLER TECHNOLOGIES, INC.					
025-341215	97017	08/20/2021	525-118-42106	INCODE FINANCIAL, HR, CUSTOMER, MGMT SUITES FY 22	66,523.87
Vendor TYL00 - TYLER TECHNOLOGIES, INC. Total:					66,523.87
Vendor: UND01 - UNDERGROUND SERVICE ALERT					
21DIG124265	97080	08/27/2021	500-642-42101	CALIFORNIA STATE FEE FOR REGULATORY COSTS	1,018.47
Vendor UND01 - UNDERGROUND SERVICE ALERT Total:					1,018.47
Vendor: UNI38 - UNIVAR USA INC					
49313419	97081	08/27/2021	500-641-44303	SOD HYPO 12.5% LIQUICHLOR K2 BULK NSF LIQ	3,840.09
49313420	97081	08/27/2021	500-641-44303	SOD BISULFITE 25% BULK NSF LIQ	6,723.83

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
49351403	97081	08/27/2021	500-641-44303	SOD HYPO 12.5% LIQUICHLOR K2 BULK NSF LIQ	3,638.06
49351404	97081	08/27/2021	500-641-44303	SOD BISULFITE 25% BULK NSF LIQ	6,828.62
49374058	97138	09/03/2021	500-641-44303	SOD BISULFITE 25% BULK NSF LIQ	6,828.62
Vendor UNI38 - UNIVAR USA INC Total:					27,859.22
Vendor: UNI07 - UNIVERSAL BUILDING SVCS.					
262920	97082	08/27/2021	209-554-42108	ENVISION TOWEL MULTIFOLD	80.75
263080	97082	08/27/2021	100-222-44306	CUSTODIAL SUPPLIES	147.68
263081	97082	08/27/2021	100-343-44306	MULTI FOLD TOWELS	119.95
488043	97018	08/20/2021	500-641-42108	WPCP MONTHLY JANITORIAL SERVICES APRIL 2021	508.00
488980	97082	08/27/2021	100-343-42108	CITY HALL MONTHLY JANITORIAL SERVICE MAY 2021	1,151.00
488987	97018	08/20/2021	500-641-42108	WPCP MONTHLY JANITORIAL SERVICES MAY 2021	508.00
491004	97082	08/27/2021	100-343-42108	CITY HALL MONTHLY JANITORIAL SERVICE JULY 2021	1,151.00
491005	97082	08/27/2021	100-231-42108	PD/PUBLIC SAF MONTHLY JANITORIAL SERVICE JULY 2021	2,352.00
491006	97082	08/27/2021	209-557-42108	SWIM CENTER MONTHLY JANITORIAL SERVICE JULY 2021	1,270.00
491007	97082	08/27/2021	100-231-42108	FD MONTHLY JANITORIAL SERVICE JULY 2021	146.00
491012	97082	08/27/2021	500-641-42108	WPCP MONTHLY JANITORIAL SERVICE JULY 2021	508.00
Vendor UNI07 - UNIVERSAL BUILDING SVCS. Total:					7,942.38
Vendor: VAL04 - VALLEJO FIRE EXTINGUISHER					
90692	97139	09/03/2021	100-343-42108	CORP YARD FIRE EXTINGUISHER MAINTENANCE	379.12
90693	97139	09/03/2021	500-641-42108	WPCP FIRE EXTINGUISHER MAINTENANCE	507.67
90695	97139	09/03/2021	209-558-42108	PLAYHOUSE FIRE EXTINGUISHER MAINTENANCE	45.01
90696	97139	09/03/2021	209-554-42108	REC CENTER FIRE EXTINGUISHER MAINTENANCE	98.29
90697	97139	09/03/2021	209-553-42108	SENIOR CENTER FIRE EXTINGUISHER MAINTENANCE	154.12
90698	97139	09/03/2021	100-343-42108	CITY HALL FIRE EXTINGUISHER MAINTENANCE	116.06
90699	97139	09/03/2021	100-231-42108	FD FIRE EXTINGUISHER MAINTENANCE	367.06
90700	97139	09/03/2021	209-557-42108	SWIM CENTER FIRE EXTINGUISHER MAINTENANCE	39.00
90701	97139	09/03/2021	209-553-42108	TINY TOTS FIRE EXTINGUISHER MAINTENANCE	13.00
92039	97139	09/03/2021	500-641-42108	WWTP FIRE EXTINGUISHER MAINTENANCE	227.47
92040	97139	09/03/2021	100-343-42108	CORP YARD NEW FIRE EXTUINGUISHERS	1,748.53
92041	97139	09/03/2021	209-552-42108	SENIOR CENTER FIRE EXTINGUISHER MAINTENANCE	39.00
Vendor VAL04 - VALLEJO FIRE EXTINGUISHER Total:					3,734.33
Vendor: VER02 - VERIZON WIRELESS					
9886330333	97140	09/03/2021	525-118-43101	WIRELESS PHONES/MONITORS 7/16-8/15/21	4,954.93
Vendor VER02 - VERIZON WIRELESS Total:					4,954.93
Vendor: LUK00 - VIVIENNE F. KEARSLEY-LUKE					
073021	97019	08/20/2021	209-552-43802	GENTLE YOGA CLASS JULY 2021	95.90
Vendor LUK00 - VIVIENNE F. KEARSLEY-LUKE Total:					95.90

Return to Agenda

WARRANT LISTING

Payment Dates: 8/14/2021 - 9/3/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: VWR01 - VWR INTERNATIONAL, LLC.					
8805439317	97141	09/03/2021	500-641-44305	GLASSWARE CLEANING BRUSH FOAM TIP	12.74
8805459794	97141	09/03/2021	500-641-44305	ALCONOX BX=4LB	90.37
8805462993	97141	09/03/2021	500-641-44305	LABSOLUT DETERGENT POWDER 10LB	190.72
8805706103	97141	09/03/2021	500-641-44305	VWR PIPETTESERO BULK 5ML CS 500	352.39
Vendor VWR01 - VWR INTERNATIONAL, LLC. Total:					646.22
Vendor: 1005 - WATERAX CORPORATION					
SV2-0024539	97142	09/03/2021	100-231-44306	HOSE GAURDIAN FLO/VARIABLE FROW NOZZLE	1,015.04
Vendor 1005 - WATERAX CORPORATION Total:					1,015.04
Vendor: 1520 - WEX BANK					
73304537	97083	08/27/2021	100-221-42301	PD CHEVRON FUEL PURCHASES 8/6/21	130.00
Vendor 1520 - WEX BANK Total:					130.00
Vendor: WIL52 - WILLDAN FINANCIAL SERVICES					
010-48616	97020	08/20/2021	500-642-42101	SPECIAL DISTRICT ADMIN SEWER CHARGE FY 21/22	3,555.53
Vendor WIL52 - WILLDAN FINANCIAL SERVICES Total:					3,555.53
Vendor: XER01 - XEROX CORPORATION					
014132644	97084	08/27/2021	525-118-42107	CITY HALL 1ST FLOOR XEROX AGREEMENT JULY 2021	370.35
014132645	97084	08/27/2021	525-118-42107	SENIOR CENTER XEROX AGREEMENT JULY 2021	257.47
014132646	97084	08/27/2021	525-118-42107	PYC XEROX AGREEMENT JULY 2021	207.37
Vendor XER01 - XEROX CORPORATION Total:					835.19
Vendor: ZAS01 - ZASIO ENTERPRISES, INC.					
20098267	97143	09/03/2021	525-118-42106	VERSATILE EXPRESS ANNUAL SUPPORT FEE	3,330.60
Vendor ZAS01 - ZASIO ENTERPRISES, INC. Total:					3,330.60
Grand Total:					890,175.86

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	487,414.04
105 - Measure S -2006	1,688.82
106 - MEASURE S-2014	9,375.79
200 - Gas Tax Fund	18,848.27
201 - Restricted Real Estate Maintenance Fund	1,001.57
207 - NPDES Storm Water Fund	504.17
209 - Recreation Fund	22,023.80
212 - Building & Planning	88,838.56
215 - Measure C and J Fund	500.02
225 - Asset Seizure-Adjudicated Fund	2,000.00
285 - Housing Land Held for Resale	1,543.62
310 - Lighting & Landscape Districts	2,190.94
317 - Pinole Valley Caretaker Fund	656.41
325 - City Street Improvements	24,685.35
500 - Sewer Enterprise Fund	118,947.67
505 - Cable Access TV	326.01
525 - Information Systems	107,218.35
750 - Recognized Obligation Retirement Fund	2,103.65
998 - Payroll Clearing	308.82
Grand Total:	890,175.86

Account Summary

Account Number	Account Name	Payment Amount
100-10601	Gas Tanks/Corp Yard	16,749.00
100-10602	Gas Tanks/Fire Station	2,342.69
100-110-41002	Emp Benefits/Dental	498.18
100-110-42101	Prof Svcs/Professional Ser...	10,772.51
100-110-42201	Office Expense	8.70
100-110-43103	Utilities/Electricity & Pow...	85.44
100-111-41002	Emp Benefits/Dental	518.03
100-111-43103	Utilities/Electricity & Pow...	112.42
100-112-41002	Emp Benefits/Dental	134.47
100-112-42101	Prof Svcs/Professional Ser...	2,820.00
100-112-42514	Admin Exp/Special Depart	65.80
100-112-43103	Utilities/Electricity & Pow...	123.65
100-113-41002	Emp Benefits/Dental	53.45
100-113-42101	Prof Svcs/Professional Ser...	54.88
100-114-42102	Prof Svcs/Attorney Servic...	48,127.50
100-115-41002	Emp Benefits/Dental	383.56
100-115-42101	Prof Svcs/Professional Ser...	2,312.11
100-115-43103	Utilities/Electricity & Pow...	308.02
100-116-41002	Emp Benefits/Dental	53.45
100-116-42101	Prof Svcs/Professional Ser...	4,287.78
100-116-43103	Utilities/Electricity & Pow...	89.93
100-117-41001	Emp Benefits/Medical-Act...	429.50
100-117-41004	Emp Benefits/PERS Retir...	238,330.33
100-117-41101	Retiree Benefits/Medical...	4,691.05
100-117-42101	Prof Svcs/Professional Ser...	33,109.74
100-117-42301	Travel & Training/Conf-Re...	43.76
100-117-42511	Admin Exp/Equipment Re...	137.77
100-117-43103	Utilities/Electricity & Pow...	1,000.50
100-221-33218	Permits/Conditional Use ...	75.00
100-221-41002	Emp Benefits/Dental	1,503.36
100-221-42101	Prof Svcs/Professional Ser...	1,654.50
100-221-42106	Prof Svcs/Software Maint...	13,815.00
100-221-42107	Prof Svcs/Equipment Mai...	3,807.87
100-221-42110	Prof Svcs/Fingerprinting	113.00

Account Summary

Account Number	Account Name	Payment Amount
100-221-42301	Travel & Training/Conf-Re...	130.00
100-221-42514	Admin Exp/Special Depart	103.68
100-222-41002	Emp Benefits/Dental	355.99
100-222-42101	Prof Svcs/Professional Ser...	17,922.93
100-222-42108	Prof Svcs/Building-Structu...	166.35
100-222-42201	Office Expense	371.72
100-222-43103	Utilities/Electricity & Pow...	148.92
100-222-44306	Other Materials Supp/Ma...	147.68
100-222-44410	Safety Clothing	35.49
100-223-41002	Emp Benefits/Dental	1,204.13
100-223-42101	Prof Svcs/Professional Ser...	94.00
100-223-43103	Utilities/Electricity & Pow...	26.78
100-231-41002	Emp Benefits/Dental	1,137.20
100-231-42107	Prof Svcs/Equipment Mai...	83.35
100-231-42108	Prof Svcs/Building-Structu...	5,707.16
100-231-42301	Travel & Training/Conf-Re...	23,500.00
100-231-42512	Admin Exp/Abatement	17,280.00
100-231-43103	Utilities/Electricity & Pow...	894.19
100-231-43105	Utilities/Cable	60.22
100-231-44306	Other Materials Supp/Ma...	1,624.15
100-231-44410	Safety Clothing	7,645.97
100-231-47104	FF&E/Vehicles	622.87
100-341-41002	Emp Benefits/Dental	241.37
100-341-42302	Travel & Training/Mileage,...	6.00
100-343-41002	Emp Benefits/Dental	921.44
100-343-42108	Prof Svcs/Building-Structu...	4,836.97
100-343-43103	Utilities/Electricity & Pow...	1,935.87
100-343-44306	Other Materials Supp/Ma...	2,104.14
100-343-44410	Safety Clothing	2,158.23
100-345-42108	Prof Svcs/Building-Structu...	6,674.46
100-345-43103	Utilities/Electricity & Pow...	427.68
100-345-44306	Other Materials Supp/Ma...	117.53
100-465-41002	Emp Benefits/Dental	114.62
105-221-41002	Emp Benefits/Dental	820.57
105-231-41002	Emp Benefits/Dental	53.45
105-231-47104	FF&E/Vehicles	814.80
106-222-41002	Emp Benefits/Dental	134.47
106-231-41002	Emp Benefits/Dental	114.62
106-344-47206	Improvements/Storm Dra...	400.00
106-554-47101	FF&E/Equipment	8,726.70
200-342-42101	Prof Svcs/Professional Ser...	16,940.53
200-342-42108	Prof Svcs/Building-Structu...	326.00
200-342-43103	Utilities/Electricity & Pow...	1,581.74
201-343-42108	Prof Svcs/Building-Structu...	532.60
201-343-42513	Admin Exp/Rent	100.00
201-343-43103	Utilities/Electricity & Pow...	368.97
207-344-44306	Other Materials Supp/Ma...	504.17
209-20308	Deposits Payable/Recreat...	250.00
209-551-41002	Emp Benefits/Dental	134.47
209-551-42101	Prof Svcs/Professional Ser...	732.00
209-552-41002	Emp Benefits/Dental	88.19
209-552-42108	Prof Svcs/Building-Structu...	1,061.88
209-552-43103	Utilities/Electricity & Pow...	185.11
209-552-43802	Program Cost/Class Fees	827.85
209-552-43804	Program Cost/Food Progr...	3,789.85
209-552-43807	Program Cost/Fundraising	1,584.60
209-552-43809	Program Cost/Newsletter	229.35
209-552-43810	Program Cost/Center Mai...	814.26

Account Summary

Account Number	Account Name	Payment Amount
209-552-43811	Program Cost/Supplies	214.82
209-553-42108	Prof Svcs/Building-Structu...	1,117.98
209-553-43103	Utilities/Electricity & Pow...	13.62
209-554-41002	Emp Benefits/Dental	121.02
209-554-42108	Prof Svcs/Building-Structu...	2,203.32
209-554-43103	Utilities/Electricity & Pow...	38.06
209-554-47101	FF&E/Equipment	2,398.03
209-555-36405	Recreation Chg/Summer P..	1,036.00
209-557-42108	Prof Svcs/Building-Structu...	1,515.00
209-557-43103	Utilities/Electricity & Pow...	1,752.65
209-557-44306	Other Materials Supp/Ma...	1,283.77
209-558-42108	Prof Svcs/Building-Structu...	45.01
209-558-43103	Utilities/Electricity & Pow...	8.12
209-559-43103	Utilities/Electricity & Pow...	508.84
212-20341	Developer Deposit/SAHA ..	632.50
212-20342	Developer Deposit/Dr's H...	57.50
212-20344	Developer Deposit/2801 P..	373.75
212-20345	Developer Deposit/Pinole...	115.00
212-461-41002	Emp Benefits/Dental	134.47
212-461-42101	Prof Svcs/Professional Ser...	56,814.25
212-461-42401	Dues & Pub/Memberships	552.00
212-461-43103	Utilities/Electricity & Pow...	134.90
212-462-41002	Emp Benefits/Dental	-134.47
212-462-42101	Prof Svcs/Professional Ser...	29,819.17
212-462-43103	Utilities/Electricity & Pow...	339.49
215-341-43101	Utilities/Telephone	467.97
215-341-43103	Utilities/Electricity & Pow...	32.05
225-221-42514	Admin Exp/Special Depart	2,000.00
285-464-42101	Prof Svcs/Professional Ser...	1,431.20
285-464-43103	Utilities/Electricity & Pow...	112.42
310-347-42101	Prof Svcs/Professional Ser...	1,192.98
310-347-42108	Prof Svcs/Building-Structu...	60.00
310-347-43103	Utilities/Electricity & Pow...	105.35
310-348-42101	Prof Svcs/Professional Ser...	756.91
310-348-42108	Prof Svcs/Building-Structu...	65.00
310-348-43103	Utilities/Electricity & Pow...	10.70
317-345-43201	Taxes/Property Tax	656.41
325-342-47205	Improvements/Streets	24,685.35
500-10601	Gas Tanks/Corp Yard	973.74
500-641-41002	Emp Benefits/Dental	929.09
500-641-42107	Prof Svcs/Equipment Mai...	24,118.62
500-641-42108	Prof Svcs/Building-Structu...	2,259.14
500-641-42201	Office Expense	95.11
500-641-43103	Utilities/Electricity & Pow...	2,012.09
500-641-44302	Other Materials Supp/Slu...	4,327.99
500-641-44303	Other Materials Supp/Ch...	51,903.95
500-641-44304	Other Materials Supp/Pe...	14,480.50
500-641-44305	Other Materials Supp/Lab...	4,878.01
500-641-44306	Other Materials Supp/Ma...	5,270.92
500-641-44410	Safety Clothing	2,118.92
500-642-41002	Emp Benefits/Dental	241.37
500-642-42101	Prof Svcs/Professional Ser...	4,984.74
500-642-43103	Utilities/Electricity & Pow...	123.16
500-642-44306	Other Materials Supp/Ma...	230.32
505-119-41002	Emp Benefits/Dental	268.94
505-119-43103	Utilities/Electricity & Pow...	57.07
525-118-42101	Prof Svcs/Professional Ser...	14,741.22
525-118-42105	Prof Svcs/Network Maint...	2,565.00

Account Summary

Account Number	Account Name	Payment Amount
525-118-42106	Prof Svcs/Software Maint...	70,219.17
525-118-42107	Prof Svcs/Equipment Mai...	1,337.98
525-118-42510	Admin Exp/Software Purch	3,794.09
525-118-43101	Utilities/Telephone	12,516.35
525-118-47106	FF&E/Computer Equipme...	2,044.54
750-463-42101	Prof Svcs/Professional Ser...	2,103.65
998-20105	Sal & Ben Payable/Dental ...	308.82
Grand Total:		890,175.86

Project Account Summary

Project Account Key	Payment Amount
None	890,175.86
Grand Total:	890,175.86

Approved By



Date:

9/2/2021



CITY COUNCIL REPORT

8C

DATE: SEPTEMBER 7, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER

**SUBJECT: LETTER OF SUPPORT FOR ASSEMBLY BILL (AB) 570
REGARDING DEPENDENT PARENT HEALTH CARE
COVERAGE**

RECOMMENDATION

Staff recommends that the City Council consider approving a letter of support for California Assembly Bill (AB) 570.

BACKGROUND

At its meeting of June 25, 2021, the City Council approved as a future agenda item a letter of support for AB 570. The bill (attached) was introduced in February 2021 and would require a health care insurance policy/plan that is issued, amended, or renewed on or after January 1, 2023 that provides dependent coverage to make dependent coverage available to a qualified dependent parent or stepparent. The League of California Cities has not established a position on this bill. City staff has drafted a letter of support (attached) for the City Council's consideration and action.

FISCAL IMPACT

There would be no direct fiscal impact to the City created by submitting a position letter on this State legislation.

ATTACHMENTS

- A Text of AB 570
- B Draft City of Pinole Letter of Support for AB 570

AMENDED IN SENATE AUGUST 26, 2021

AMENDED IN SENATE AUGUST 16, 2021

AMENDED IN SENATE JUNE 29, 2021

AMENDED IN SENATE JUNE 16, 2021

AMENDED IN ASSEMBLY MAY 24, 2021

AMENDED IN ASSEMBLY MARCH 18, 2021

CALIFORNIA LEGISLATURE—2021–22 REGULAR SESSION

ASSEMBLY BILL

No. 570

Introduced by Assembly Member Santiago
(Coauthors: Assembly Members Carrillo, Cristina Garcia,
Eduardo Garcia, Salas, Stone, Ting, Villapudua, and Wicks)
(Coauthors: Senators Durazo, Hurtado, Laird, and Wiener)

February 11, 2021

An act to amend Section 1399.845 of, and to add Section 1374.1 to, the Health and Safety Code, and to amend Section 10965 of, and to add Section 10278.1 to, the Insurance Code, relating to health care coverage.

LEGISLATIVE COUNSEL’S DIGEST

AB 570, as amended, Santiago. Dependent parent health care coverage.

Existing law, the Knox-Keene Health Care Service Plan Act of 1975, provides for the licensure and regulation of health care service plans by the Department of Managed Health Care, and makes a willful violation of the act a crime. Existing law provides for the regulation of health insurers by the Department of Insurance. Existing law authorizes an individual to add a dependent to their health care service plan contract

or health insurance policy, including adding a dependent outside of an initial enrollment period if certain criteria are met. Existing law defines “dependent” for the purpose of an individual contract or policy to mean the spouse, registered domestic partner, or child of an individual.

Existing law establishes the Health Insurance Counseling and Advocacy Program (HICAP) in the California Department of Aging to provide Medicare beneficiaries and those imminently eligible for Medicare with counseling and advocacy regarding health care coverage options.

This bill would require an individual health care service plan contract or health insurance policy issued, amended, or renewed on or after January 1, 2023, that provides dependent coverage to make dependent coverage available to a qualified dependent parent or stepparent. The bill would require ~~a plan or insurer~~ *an insurer, or the California Health Benefit Exchange* to provide ~~a prospective~~ *an* applicant seeking to add a dependent parent or stepparent with written notice about HICAP and would require a solicitor or agent to provide specified HICAP contact information, as specified. The bill would expand the definition of “dependent” for an individual health care service plan contract or health insurance policy to include a qualified dependent parent or stepparent. Because a willful violation of these provisions by a health care service plan would be a crime, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 1374.1 is added to the Health and Safety
- 2 Code, to read:
- 3 1374.1. (a) An individual health care service plan contract
- 4 issued, amended, or renewed on or after January 1, 2023, that
- 5 provides dependent coverage shall make dependent coverage
- 6 available to a parent or stepparent who meets the definition of a
- 7 qualifying relative under Section 152(d) of Title 26 of the United

1 States Code and who lives or resides within the health care service
2 plan's service area.

3 (b) ~~If a prospective~~ *an* applicant is seeking to add to their
4 contract a dependent parent or stepparent who is eligible for or
5 enrolled in Medicare, at the time of solicitation and on the
6 application:

7 (1) A health care service plan shall provide *to an applicant who*
8 *does not apply through the California Health Benefit Exchange*
9 written notice that the Health Insurance Counseling and Advocacy
10 Program (HICAP) provides health insurance counseling to senior
11 California residents free of charge.

12 (2) *The California Health Benefit Exchange shall provide to an*
13 *applicant who applies through the California Health Benefit*
14 *Exchange written notice that HICAP provides health insurance*
15 *counseling to senior California residents free of charge.*

16 (2)

17 (3) A solicitor shall provide the name, address, and telephone
18 number of the local HICAP program and the statewide HICAP
19 telephone number, 1-800-434-0222.

20 (c) *This section does not apply to specialized health care service*
21 *plans, Medicare supplement insurance, CHAMPUS supplement*
22 *insurance, or TRICARE supplement insurance, or to hospital-only,*
23 *accident-only, or specified disease insurance policies that*
24 *reimburse for hospital, medical, or surgical benefits.*

25 SEC. 2. Section 1399.845 of the Health and Safety Code is
26 amended to read:

27 1399.845. For purposes of this article, the following definitions
28 shall apply:

29 (a) "Child" means a child described in Section 22775 of the
30 Government Code and subdivisions (n) to (p), inclusive, of Section
31 599.500 of Title 2 of the California Code of Regulations.

32 (b) "Dependent" means the spouse or registered domestic
33 partner, child, or parent or stepparent pursuant to Section 1374.1,
34 of an individual, subject to applicable terms of the health benefit
35 plan.

36 (c) "Exchange" means the California Health Benefit Exchange
37 created by Section 100500 of the Government Code.

38 (d) "Family" means the subscriber and their dependent or
39 dependents.

(e) “Grandfathered health plan” has the same meaning as defined in Section 1251 of PPACA.

(f) “Health benefit plan” means an individual or group health care service plan contract that provides medical, hospital, and surgical benefits. The term does not include a specialized health care service plan contract, a health care service plan contract provided in the Medi-Cal program (Chapter 7 (commencing with Section 14000) of Part 3 of Division 9 of the Welfare and Institutions Code), the Healthy Families Program (Part 6.2 (commencing with Section 12693) of Division 2 of the Insurance Code), the Access for Infants and Mothers Program (Part 6.3 (commencing with Section 12695) of Division 2 of the Insurance Code), or the program under Part 6.4 (commencing with Section 12699.50) of Division 2 of the Insurance Code, or Medicare supplement coverage, to the extent consistent with PPACA.

(g) “Policy year” means the period from January 1 to December 31, inclusive.

(h) “PPACA” means the federal Patient Protection and Affordable Care Act (Public Law 111-148), as amended by the federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152), and any rules, regulations, or guidance issued pursuant to that law.

(i) “Preexisting condition provision” means a contract provision that excludes coverage for charges or expenses incurred during a specified period following the enrollee’s effective date of coverage, as to a condition for which medical advice, diagnosis, care, or treatment was recommended or received during a specified period immediately preceding the effective date of coverage.

(j) “Rating period” means the calendar year for which premium rates are in effect pursuant to subdivision (d) of Section 1399.855.

(k) “Registered domestic partner” means a person who has established a domestic partnership as described in Section 297 of the Family Code.

SEC. 3. Section 10278.1 is added to the Insurance Code, to read:

10278.1. (a) An individual health insurance policy issued, amended, or renewed on or after January 1, 2023, that provides dependent coverage shall make dependent coverage available to a parent or stepparent who meets the definition of a qualifying

1 relative under Section 152(d) of Title 26 of the United States Code
2 and who lives or resides within the health insurer's service area.

3 (b) ~~If a prospective~~ *an* applicant is seeking to add to their policy
4 a dependent parent or stepparent who is eligible for or enrolled in
5 Medicare, at the time of solicitation and on the application:

6 (1) A health insurer shall provide *to an applicant who does not*
7 *apply through the California Health Benefit Exchange* written
8 notice that the Health Insurance Counseling and Advocacy Program
9 (HICAP) provides health insurance counseling to senior California
10 residents free of charge.

11 (2) *The California Health Benefit Exchange shall provide to an*
12 *applicant who applies through the California Health Benefit*
13 *Exchange written notice that HICAP provides health insurance*
14 *counseling to senior California residents free of charge.*

15 (2)

16 (3) An agent shall provide the name, address, and telephone
17 number of the local HICAP program and the statewide HICAP
18 telephone number, 1-800-434-0222.

19 (c) *This section does not apply to specialized health insurance,*
20 *Medicare supplement insurance, CHAMPUS supplement insurance,*
21 *or TRICARE supplement insurance, or to hospital-only,*
22 *accident-only, or specified disease insurance policies that*
23 *reimburse for hospital, medical, or surgical benefits.*

24 SEC. 4. Section 10965 of the Insurance Code is amended to
25 read:

26 10965. For purposes of this chapter, the following definitions
27 shall apply:

28 (a) "Child" means a child described in Section 22775 of the
29 Government Code and subdivisions (n) to (p), inclusive, of Section
30 599.500 of Title 2 of the California Code of Regulations.

31 (b) "Dependent" means the spouse or registered domestic
32 partner, child, or parent or stepparent pursuant to Section 10278.1,
33 of an individual, subject to applicable terms of the health benefit
34 plan.

35 (c) "Exchange" means the California Health Benefit Exchange
36 created by Section 100500 of the Government Code.

37 (d) "Family" means the policyholder and dependent or
38 dependents.

39 (e) "Grandfathered health plan" has the same meaning as defined
40 in Section 1251 of PPACA.

(f) “Health benefit plan” means an individual or group policy of health insurance, as defined in Section 106. The term does not include a health insurance policy that provides excepted benefits, as described in Sections 2722 and 2791 of the federal Public Health Service Act (42 U.S.C. Sec. 300gg-21; 42 U.S.C. Sec. 300gg-91), subject to Section 10965.01 a health insurance policy provided in the Medi-Cal program (Chapter 7 (commencing with Section 14000) of Part 3 of Division 9 of the Welfare and Institutions Code), the Healthy Families Program (Part 6.2 (commencing with Section 12693) of Division 2), the Access for Infants and Mothers Program (Part 6.3 (commencing with Section 12695) of Division 2), or the program under Part 6.4 (commencing with Section 12699.50) of Division 2, or Medicare supplement coverage, to the extent consistent with PPACA or a specified disease or hospital indemnity policy, subject to Section 10965.01.

(g) “Policy year” means the period from January 1 to December 31, inclusive.

(h) “PPACA” means the federal Patient Protection and Affordable Care Act (Public Law 111-148), as amended by the federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152), and any rules, regulations, or guidance issued pursuant to that law.

(i) “Preexisting condition provision” means a policy provision that excludes coverage for charges or expenses incurred during a specified period following the insured’s effective date of coverage, as to a condition for which medical advice, diagnosis, care, or treatment was recommended or received during a specified period immediately preceding the effective date of coverage.

(j) “Rating period” means the calendar year for which premium rates are in effect pursuant to subdivision (d) of Section 10965.9.

(k) “Registered domestic partner” means a person who has established a domestic partnership as described in Section 297 of the Family Code.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within

- 1 the meaning of Section 6 of Article XIII B of the California
- 2 Constitution.

O

Return to Agenda



CITY OF PINOLE

City Hall
2131 Pear Street
Pinole, CA 94564

Phone: (510) 724-9000
FAX: (510) 724-9826
www.ci.pinole.ca.us

September 7, 2021

The Honorable Miguel Santiago
Member, California State Assembly
State Capitol, Room 6027
Sacramento, CA 95814

**RE: AB 570 (Santiago) Dependent Parent Health Care Coverage.
Notice of Support**

Dear Assembly Member Miguel Santiago,

The City Council of Pinole writes to express its support of AB 570, which would require a health care insurance policy/plan that is issued, amended, or renewed on or after January 1, 2023 that provides dependent coverage to make dependent coverage available to a qualified dependent parent or stepparent.

As you have noted, healthcare access for seniors was already an issue pre COVID-19. Allowing adult children to add their dependent parents to their healthcare plan, working families will save a significant amount each year on healthcare costs.

For these reasons, the City Council of Pinole supports AB 570.

Sincerely,

Norma Martínez-Rubin
Mayor
City of Pinole

Cc: Honorable Senator Nancy Skinner (Via email)
Honorable Assembly Member Buffy Wicks (Via email)
Sam Caygill, East Bay Division, League of California Cities (Via email)
League of California Cities (Via email: cityletters@cacities.org)



CITY COUNCIL REPORT

8D

DATE: SEPTEMBER 7, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: MARKISHA GUILLORY, FINANCE DIRECTOR

SUBJECT: ACCEPT AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

RECOMMENDATION

City staff recommends that the City Council adopt a resolution to accept the American Rescue Plan Act (ARPA) funds allocated to the City of Pinole.

BACKGROUND

The American Rescue Plan Act (ARPA) of 2021 is \$1.9 trillion economic stimulus package that was signed into law by President Biden on March 11, 2021, in response to the COVID-19 pandemic. The ARPA includes the Coronavirus State and Local Fiscal Recovery Fund, which provides \$350 billion in emergency funding for eligible state, local, territorial, and tribal governments to mitigate the fiscal and public health impacts of the COVID-19 pandemic on communities, individuals, and businesses.

The U.S. Department of Treasury established the following primary categories of eligible uses of ARPA funds:

- Public health or negative economic impacts;
- Premium pay for essential workers;
- Replacement of revenue lost in the public sector; and
- Investments in water, sewer, and broadband infrastructure.

The City of Pinole's allocation was determined to be \$4,605,010 using a formula primarily based on population. According to the U.S. Department of the Treasury guidelines, governments will receive their allocations in two installments in equal amounts, one year apart.

REVIEW AND ANALYSIS

The purpose of this item is for the City Council to accept the American Rescue Plan Act (ARPA) funds allocated to the City of Pinole in the amount of \$4,605,010. The City

received its first installment in the amount of \$2,302,505 in July 2021 (the second installment is expected to be received in July 2022). The ARPA funds will be incorporated into the Adopted FY 2021/22 Operating and Capital Improvement Budget through a budget amendment. It should be noted that the funds will not be allocated to specific activities until after the City Council adopts an expenditure plan, which will be developed in the coming months.

In addition to following the applicable processes required by the federal government to receive the funds, the jurisdiction's governing board must take action to officially accept the funds. Therefore, staff recommends that the City Council adopt a resolution to accept the ARPA funds.

FISCAL IMPACT

The fiscal impact is an amendment to the Adopted FY 2021/22 Operating and Capital Improvement Budget in the amount of \$2,302,505.

ATTACHMENTS

A- Resolution to accept the American Rescue Plan Act funds allocated to the City of Pinole

RESOLUTION NO. 2021-__

A RESOLUTION OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, TO ACCEPT THE AMERICAN RESCUE PLAN ACT FUNDS ALLOCATED TO THE CITY OF PINOLE

WHEREAS, the American Rescue Plan Act of 2021 is a \$1.9 trillion economic stimulus package that was signed into law by President Biden on March 11, 2021, in response to the COVID-19 pandemic; and

WHEREAS, within the American Rescue Plan Act (ARPA), the Coronavirus State and Local Fiscal Recovery Fund provides \$350 billion in emergency funding for eligible state, local, territorial, and tribal governments to mitigate the fiscal and public health impacts of the COVID-19 pandemic; and

WHEREAS, the City of Pinole's share of the ARPA funds was determined to be \$4,605,010, to be distributed to the City in two equal installments, one year apart, according to the U.S. Department of the Treasury guidelines; and

WHEREAS, the City of Pinole received the first installment in the amount of \$2,302,505 in July 2021 and expects to receive the second installment in July 2022; and

WHEREAS, the Adopted Fiscal Year 2021/22 Operating and Capital Improvement Budget will be amended to incorporate ARPA funds; and

WHEREAS, ARPA funds will be appropriated according to statutory eligible uses set forth by the U.S. Department of the Treasury guidelines, as follows:

1. To address the COVID-19 public health emergency or its negative economic impacts;
2. To provide premium pay to workers performing essential work during the COVID-19 public health emergency;
3. For the provision of government services, to the extent of the reduction in revenue due to the COVID-19 public health emergency; and
4. To make investments in water, sewer, or broadband infrastructure.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole accepts the American Rescue Plan Act funds allocated to the City of Pinole in the amount of \$4,605,010; and

BE IT FURTHER RESOLVED that the City of Pinole will comply with procedures created by the U.S. Department of the Treasury to receive and expend the funds under the ARPA; and

BE IT FURTHER RESOLVED that the City of Pinole instituted an accounting mechanism to separately track the funds and will comply with applicable accounting, budgeting, reporting, and other compliance requirements under the ARPA.

PASSED AND ADOPTED this 7th day **September 2021**, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this 7th day of **September, 2021**.

Heather Iopu, CMC
City Clerk



CITY COUNCIL REPORT

8E

DATE **SEPTEMBER 7, 2021**

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **ANDREW MURRAY, CITY MANAGER**

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE NATELSON DALE GROUP (TNDG) TO CREATE AN ECONOMIC DEVELOPMENT STRATEGY

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an agreement with The Natelson Dale Group (TNDG) to create an Economic Development Strategy for the City.

BACKGROUND

In February 2020, the City Council adopted the City of Pinole Strategic Plan 2020 – 2025. The Strategic Plan identified four goals for the City (safe and resilient, financially stable, vibrant and beautiful, and high performance), and 22 individual strategies (special projects) to complete over a five-year timeframe. One strategy within the Strategic Plan is to “develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region (including gateway and wayfinding signage as well as branding).” Several other Strategic Plan strategies also relate to economic development.

In April 2021, the City issued a request for proposals (RFP, attached) to create an Economic Development Strategy for the City. The RFP was distributed to members of the California Association for Local Economic Development (CALED), which is the main professional/industry association for municipal economic development in the State, and through the City’s normal public communication channels.

The City received proposals (attached) from the following firms:

- Beacon Economics;
- Kosmont Companies;
- Marketing Alliance;
- RSG; and
- TNDG.

Most of these firms are well known and highly regarded. The City Manager reviewed the proposals and determined that four of the firms (all except Marketing Alliance) were well-

qualified to perform the services desired by the City. The City Manager conducted interviews with those four firms, via Zoom.

REVIEW & ANALYSIS

City staff determined that TNDG proposed the most responsive services, at a reasonable cost. City staff spoke with references for TNDG, after which City staff decided to recommend that the City Council approve an agreement with TNDG (attached as Exhibit 1 to the resolution).

As described in its proposal, TNDG has done extensive economic development work with California municipalities. The firm's proposal evinced that it had carefully reviewed the RFP, and the proposed scope of work is a balanced approach to all of the different aspects of economic development in which the City expressed interest, including land use, business attraction through branding, business expansion, workforce development, infrastructure, sustainability, and optimal organization of the City's economic development activities. The firm proposed to have its principals, with their deep experience, conduct a significant amount of the work. The budget proposed by the firm to complete the work is competitive, particularly on a cost per hour basis.

FISCAL IMPACT

TNDG proposed to perform the scope of work for \$88,130, which is \$13,130 more than the FY 2021/22 Operating and Capital Budget includes for a consultant to perform this work. City staff recommends that the City Council appropriate \$13,130 from unassigned General Fund balance to make up this difference.

ATTACHMENTS

Attachment A:	Resolution Exhibit 1 – Consulting Services Agreement between the City of Pinole and The Natelson Dale Group
Attachment B:	City of Pinole Request for Proposals, Comprehensive Economic Development Strategy
Attachment C:	Proposal from Beacon Economics
Attachment D:	Proposal from Kosmont Companies
Attachment E:	Proposal from Marketing Alliance
Attachment F:	Proposal from RSG
Attachment G:	Proposal from The Natelson Dale Group

RESOLUTION NO. 2021-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE NATELSON DALE GROUP TO CREATE AN ECONOMIC DEVELOPMENT STRATEGY

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

WHEREAS, one strategy within the Strategic Plan is to “develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region (including gateway and wayfinding signage as well as branding);” and

WHEREAS, several other Strategic Plan strategies also relate to economic development; and

WHEREAS, in April 2021, the City issued a request for proposals (RFP) to professional services firms to create an Economic Development Strategy; and

WHEREAS, the City received proposals from five firms; and

WHEREAS, City staff reviewed the proposals submitted and determined that a number of the firms that submitted proposals have strong qualifications to perform the work desired by the City; and

WHEREAS, City staff determined that the consulting firm The Natelson Dale Group has strong qualifications to perform the work desired by the City and proposed the most responsive services, at a reasonable cost;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pinole does hereby authorize the City Manager to execute an agreement in substantially the same form as that attached hereto as Exhibit 1 with The Natelson Dale Group to create an Economic Development Strategy for the City; and

BE IT FURTHER RESOLVED, that the City Council does hereby appropriate an additional \$13,130 from the General Fund unassigned fund balance, in addition to the \$75,000 already appropriated in the Fiscal Year (FY) 2021/22 Operating and Capital Budget, for a total of \$88,130, to fund this agreement.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of September 2021 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

[Return to Agenda](#)

Resolution No. 2021-____
Page ____

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Heather Iopu, CMC
City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND THE NATELSON DALE GROUP

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and The Natelson Dale Group (TNDG, "Consultant") (together sometimes referred to as the "Parties") as of September 13, 2021 (the "Effective Date") in Pinole, California.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on August 31, 2022, and Consultant shall complete the work described in Exhibit A by that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an amount not to exceed \$88,130, for all work set forth in Exhibit A and all reimbursable expenses incurred in performing the work. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement on a time and materials, not-to-exceed basis at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills, i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Consultant's signature.
- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and shall not exceed _____ (\$_____). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment Upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in Exhibit C, and only under the terms and conditions set forth therein.

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

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.
- 4.2 **Commercial General and Automobile Liability Insurance.**
- 4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or GL 0002 (ed.1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1. No endorsement shall be attached limiting the coverage.
- 4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

- 4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 **Notice of reduction in or cancellation of coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 **Additional insured; primary insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

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

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

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

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

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

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder including but not limited to the California Labor Code and the prevailing wage requirements set forth in Exhibit D.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing,

Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 **Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.
- 7.6 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.3 **Consultant's Identity and Personnel.** The person identified on page one as the CONSULTANT's Key Personnel will be the key person for the performance of services

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

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

- 8.4 Amendments. The parties may amend this Agreement only by a writing signed by all the parties and consistent with the requirements set forth in Exhibit D.
- 8.5 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City. See the applicable sections of Exhibit D for additional requirements.
- 8.6 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.7 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.7.1 Immediately terminate the Agreement;
- 8.7.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.7.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.7.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties and pursuant to the applicable sections of Exhibit D.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement consistent with the applicable sections of Exhibit D.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City pursuant to the applicable sections of Exhibit D. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which

that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

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

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

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

Initialed by City Attorney's Office

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

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

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

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

Roger Dale
Managing Principal
The Natelson Dale Group
P.O. Box 489
Yorba Linda, CA 92885

Any written notice to City shall be sent to:

City Manager
City of Pinole
2131 Pear Street
Pinole, CA 94564

- 10.11 Professional Seal. Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

CITY OF PINOLE

CONSULTANT

Andrew Murray, City Manager

[NAME, TITLE]

Consultant's City of Pinole Business
License # _____

Attest:

City Clerk

Approved as to Form:

Eric S. Casher, City Attorney

EXHIBIT A

SCOPE OF SERVICES

The Consultant's scope of services will include the scope of work listed on pages 15-22 of the Consultant's proposal of April 30, 2021 and any modifications or additions agreed to by the Parties.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

The fees charged by Consultant for work performed on an hourly basis shall not exceed the hourly rates shown in the fee proposal contained on page 23 of the Consultant's proposal of April 30, 2021.

EXHIBIT C

CITY-FURNISHED FACILITIES

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

EXHIBIT D

ADDITIONAL CONTRACT REQUIREMENTS

None

CITY OF PINOLE

REQUEST FOR PROPOSALS

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY



Proposal Submission Deadline
April 30, 2021 at 3:00 P.M.

I. Introduction

The City of Pinole is a diverse community of approximately 20,000 residents situated in West Contra Costa County on the east side of San Francisco Bay. Pinole is approximately 30 miles northeast of San Francisco and 20 miles north of Oakland along I-80. Pinole has a lovely natural setting and is noted for its architectural heritage.

In February 2020, the City Council adopted the [City of Pinole Strategic Plan 2020 – 2025](#). The Strategic Plan identified four goals for the City (safe and resilient, financially stable, vibrant and beautiful, and high performance), and 22 individual strategies (special projects) to complete over a five-year timeframe. One of these is to “develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region (including gateway and wayfinding signage as well as branding).” Several other Strategic Plan strategies also relate to economic development.

The City has not previously prepared an economic development strategy, and the City has not had a formal economic development function since 2012, when the dissolution of redevelopment occurred, although did have a consultant complete a consumer retail demand and market supply assessment in 2019. The City will soon assign a specific staff person with responsibility for carrying out economic development activities.

The City of Pinole is issuing this request for proposals (RFP) to solicit proposals from qualified firms to create a comprehensive economic development strategy.

II. Scope of Work

The City desires a comprehensive economic development strategy that identifies the ideal future economic characteristics of the City and the steps that the City should take to realize that future.

The firm selected to create the strategy (“consultant”) will perform a scope of work that might include the following:

- Identify the City’s current baseline economic and community characteristics, including existing challenges and assets;
- Identify the City’s optimal future economic and community characteristics; and
- Develop an economic development vision statement and recommend activities that the City should take to achieve the vision.

The consultant should consider the following when creating the economic development strategy:

- The City’s central location in the Bay Area, adjacent to I-80 and San Francisco Bay
- The City’s diverse population
- Opportunities for “green” and equitable development
- The City’s current strong regional-serving retail, mix of City revenues, and the changing nature of retail
- The City’s historic downtown, bisected by a State highway (San Pablo Avenue)

- The City's desire to improve multi-modal transportation and desire for a pedestrian- and transit-friendly downtown
- A growing local chamber of commerce
- The opportunity to use broadband as an economic development tool
- The possibility of using enhanced infrastructure financing districts as an economic development tool
- The opportunity to collaborate with subregional and regional economic development organizations
- The desire to create branding of the City and placemaking
- The City's wastewater treatment plant as a revenue-generating opportunity
- The City's aging capital infrastructure
- The City's desire to support the rehabilitation and re-use of undeveloped or under-developed properties
- The desire for residents and businesses to have opportunities to provide input regarding the City's current characteristics, optimal future, and recommended activities toward economic development

III. Submittal Requirements

Proposals must meet the following requirements in order to be considered responsive to this RFP.

Proposals shall include the following sections and information, in the sequence listed.

1) Cover Letter

The proposal must include a cover letter signed by a person authorized by the firm to submit the proposal and bind the firm to contract obligations. The cover letter shall include the person's name and title; firm name, address, telephone number, email address, and website; and name, telephone number, and email address of the firm's point of contact for the proposal. The cover letter must contain a statement indicating that the proposal is valid for ninety days following the proposal due date.

2) Qualifications

The proposal must describe the firm's qualifications to perform the scope of work, including a brief history of the firm; location of headquarters and field offices; length of time in business providing relevant services; pertinent experience; special expertise; and resources that the firm can bring to the project.

3) Key Personnel

The proposal must include the names, qualifications, and experience of the staff that the firm proposes to assign to the project and the role that each individual will play in providing services, including specifically identifying the firm's principal-in-charge and project manager for the project. If the firm operates from more than one location, the proposal shall specify the office to

which this project will be assigned. The proposal shall also identify all subconsultants that the firm proposes to engage, including their specific role.

4) Scope of Work

The proposal shall include the firm's proposed scope of work with key tasks, deliverables, and timeline. The City is open to various methodologies and approaches to the scope of work that can help the City achieve its economic development goals.

5) Fee Proposal

The proposal shall include the fee proposed by the firm to complete the scope. The fee proposal shall include a schedule showing the hourly rates for staff and any other direct costs that are likely to occur. The fee proposal shall also include the number of hours and resulting staff cost as well as non-staff costs for each key task/deliverable.

6) References

The proposal shall contain a list of three organizations, to serve as references, for which the firm has completed a project similar to a comprehensive economic development strategy within the last five years. For each of the three organizations, the proposal shall include the name of organization (client) and project; name, title, telephone number, and email address of the project manager at the client organization; and a brief description of the scope of work and deliverable, date and duration of the project, and fee.

7) Conflicts and Terminations

The proposal shall describe any existing or potential conflicts of interest that may arise from the firm's work on this project. The proposal shall also describe any instances in which the firm's work on a contract with a public agency has been terminated by the agency within the past five years.

8) Standard Agreement

The proposal shall include a statement by the firm that it has reviewed the City's Standard Consulting Services Agreement (attached) and is willing to execute an agreement with those terms, including insurance requirements, for this project. If the firm has any reservations about the terms of the Standard Consulting Services Agreement, the proposal shall include a description of the firm's reservations and the firm's proposal to address the term of concern through an alternate approach.

Firms shall submit their proposal as an attachment to an email with the subject line "Comprehensive Economic Development Strategy Proposal" sent to amurray@ci.pinole.ca.us no later than April 30, 2021 at 3:00 PM Pacific Time.

IV. Proposal Evaluation and Consultant Selection

The City will evaluate firms on the basis of the proposal (qualifications, key personnel, scope, and fee) and reference checks. Upon the City's review of proposals, the City may invite firms for interviews.

V. Miscellaneous Provisions

Tentative Project Schedule

Request for Proposals Issued	April 5, 2021
Proposals Due	April 30, 2021 (3:00 PM)
Evaluation and Selection Completed	May 2021
Contract Executed and Project Begins	June 2021
Project Completed	December 2021

The City reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process. No representation is made hereby that any contract will be awarded pursuant to this RFP. Receipt of a proposal by the City does not constitute a contract with the City. All costs incurred in the preparation of the proposal and subsequent material will be borne by the proposer. All quotes, inquiries, responses correspondence, proposals, reports, charts, displays, schedules, exhibits, and other documentation or other information submitted to the City in response to this RFP will become the property of the City and a matter of public record. The City retains the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreement entered into. The City further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the City may request. The firm awarded the contract will be required to have a City of Pinole business license.

Please submit any questions regarding this RFP to amurray@ci.pinole.ca.us.

VI. Attachments

Attachment A – City of Pinole Standard Consulting Services Agreement

[Return to Agenda](#)

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PINOLE AND
[NAME OF CONSULTANT]

THIS AGREEMENT for consulting services is made by and between the City of Pinole ("City") and _____ ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ (the "Effective Date") in Pinole, California.

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

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

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

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

- 2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills, i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Consultant's signature.
- 2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and shall not exceed _____ (\$_____). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment Upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in Exhibit C, and only under the terms and conditions set forth therein.

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

- 4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.
- 4.2 Commercial General and Automobile Liability Insurance.
- 4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or GL 0002 (ed.1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1. No endorsement shall be attached limiting the coverage.
- 4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

- 4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 **Notice of reduction in or cancellation of coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 **Additional insured; primary insurance.** A certified endorsement at least as broad as Insurance Services Office form number CG 20 10 (11/85 ed.) shall be attached to all policies stating that the City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

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

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

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

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

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

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder including but not limited to the California Labor Code and the prevailing wage requirements set forth in Exhibit D.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing,

Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 **Pinole Business License.** Consultant shall obtain a City of Pinole business license according to the terms of Title 5 of the City of Pinole Municipal Code and deliver to City proof of such business license prior to beginning work under this Agreement. Work under this Agreement cannot begin until the City receives proof that Consultant has obtained a City of Pinole business license.
- 7.6 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.3 **Consultant's Identity and Personnel.** The person identified on page one as the CONSULTANT's Key Personnel will be the key person for the performance of services

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

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

- 8.4 Amendments. The parties may amend this Agreement only by a writing signed by all the parties and consistent with the requirements set forth in Exhibit D.
- 8.5 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City. See the applicable sections of Exhibit D for additional requirements.
- 8.6 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.7 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.7.1 Immediately terminate the Agreement;
- 8.7.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.7.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.7.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties and pursuant to the applicable sections of Exhibit D.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement consistent with the applicable sections of Exhibit D.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City pursuant to the applicable sections of Exhibit D. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which

that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

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

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

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

Initialed by City Attorney's Office

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

- 10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

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

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

Any written notice to City shall be sent to:

- 10.11 Professional Seal. Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.12 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

CITY OF PINOLE

CONSULTANT

Michelle Fitzner, City Manager

[NAME, TITLE]

Consultant's City of Pinole Business
License #: _____

Attest:

City Clerk

Approved as to Form:

Eric S. Casher, City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

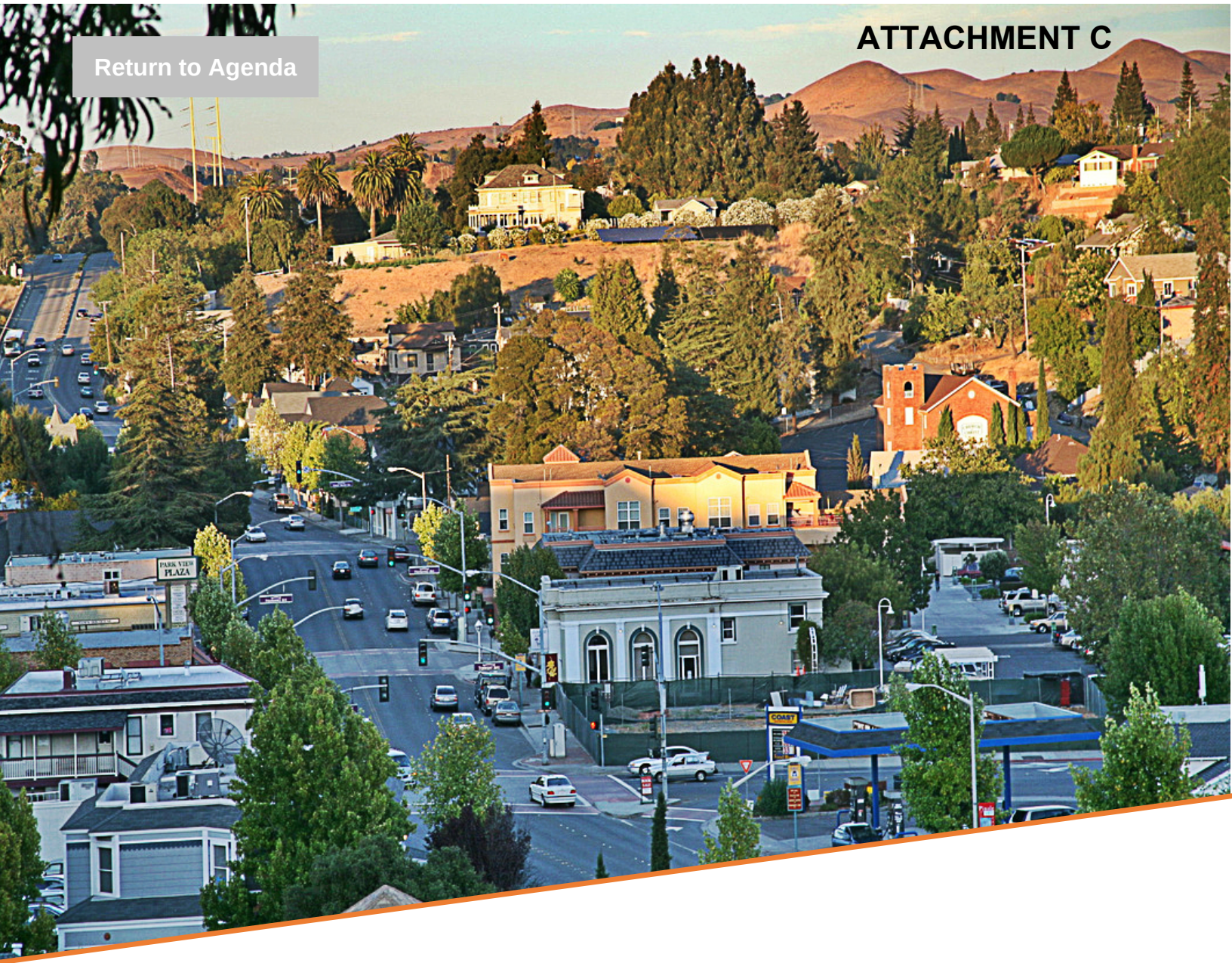
COMPENSATION SCHEDULE AND HOURLY FEES

EXHIBIT C
CITY-FURNISHED FACILITIES

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

EXHIBIT D

ADDITIONAL CONTRACT REQUIREMENTS



CITY OF PINOLE

RFP Response: Comprehensive Economic Development Strategy
Attention: Andrew Murray, City Manager
Delivered on: April 30th, 2021

Prepared by:



5777 West Century Boulevard | Suite 895
Los Angeles, CA 90045

CONTENTS

- I. Cover Letter
- II. Firm Overview & Qualifications
- III. Firm Project Experience
- IV. Key Project Personnel
- V. Scope of Work
- VI. Fee Proposal
- VII. Conflicts and Terminations
- VIII. Standard Agreement

CONTACT INFORMATION

Beacon Economics, LLC
5777 West Century Boulevard | Suite 895
Los Angeles, CA 90045

Phone: +1 424 646 4656
Email: sherif@beaconecon.com
Website: www.beaconecon.com

TO THE CITY OF PINOLE,

The team at Beacon Economics is excited to put forward the response to the RFP: Development of a Comprehensive Economic Development Strategy (CEDS), contained within the following pages to lead in the development of a comprehensive economic development strategy for the City of Pinole. As one of the preeminent economic development and economic analysis consultants on the U.S. West Coast, Beacon is uniquely qualified to complete the plan, and is prepared to perform expert economic research and analysis to produce the CEDS on behalf of the City and by extension, the CEDS' internal, regional and national audiences.

Beacon foresees this CEDS as being an exciting and unique opportunity for the City of Pinole to build upon its Strategic Plan 2020-2025 and support the achievement of the Plan's four goals for the City (safe and resilient, financially stable, vibrant and beautiful, and high performance), and 22 individual strategies (special projects). Beacon envisages the final CEDS being an actionable, attainable and practical document that the City can leverage for years to come.

Beacon's approach to the preparation of a comprehensive economic development strategy for the City of Pinole would view the City, and its different population centers as an economic unit, ascertaining what is needed for economic growth and preparing a thorough and comprehensive document which will be used to meet the region's vital economic growth. Beacon's approach to the CEDS would be in full compliance with the requirements of the US Department of Commerce-Economic Development Administration (EDA), and draw from Beacon's extensive experience working with Californian Cities and Counties in the development of similar strategies.

The following RFP response outlines our proposed scope of work and methodology, highlights our firm's qualifications, introduces the research team, and provides references that can speak to the quality of our work. We believe our extensive experience and knowledgeable team uniquely qualify us to provide the services outlined in the following pages. Beacon Economics does not declare any conflicts of interest in pursuing this RFP. Beacon Economics also confirms it has reviewed the Standard Agreement and has no reservations with its contents and is willing to execute an agreement with its terms, including insurance requirements, for this project. This proposal will remain valid for 90 days from submission date.

As the signatory on this project and as a person authorized to represent and bind Beacon Economics to a contract, I am available to answer any further questions by email (sherif@beaconecon.com) or directly by call at (424) 646-4656. Please do not hesitate to reach out. Thank you for your consideration and the opportunity to work alongside the City of Pinole.

Sincerely,



SHERIF HANNA

Managing Partner, Beacon Economics

FIRM OVERVIEW & QUALIFICATIONS

Based in Los Angeles, California, Beacon Economics is an independent, data consulting and research firm, specializing in insightful, objective economic research and policy analysis. Led by Ph.D. Economists, Beacon has 50+ years of collective industry experience and wide-ranging expertise conducting economic development analyses, industry profiles, industry cluster analyses, employment analyses, economic impact analyses, and economic forecasting for clients across California, Nevada, Arizona, Washington and Texas. In business since 2007, Beacon Economics currently has 18 full-time staff in the Los Angeles office, which is where this project would be managed.

Given Beacon's particularly deep foothold in California and the significant portfolio of work the firm has sustained over time across Californian communities, the Beacon team has been able to offer its California-based clients rich geographic comparisons as well as useful, relative benchmarks for success. Beacon does not plan to use any subconsultants, other firms or individuals for this project. All project tasks will be completed by a dedicated Beacon Economics project team.

BEACON ECONOMICS' ECONOMIC DEVELOPMENT CAPABILITIES

Beacon's Sustainable Growth and Development (SGD) Practice leads Beacon's economic development portfolio of work, and partners with policymakers, communities, businesses, and elected officials to data-drive discourse and decision-making processes around economic development, economic growth, and equity. The SGD practice area is Beacon's primary economic development research area, and has significant experience working with Cities across the U.S. Southwest in developing economic development strategies, plans and workforce analyses.

Most recently, Beacon Economics has been at the forefront of developing CEDS documents, economic development and recovery strategies for cities, counties and local chambers of commerce across the U.S. in the wake of the COVID-19 pandemic. Utilizing a mix of quantitative and qualitative research, Beacon has developed a series of actionable economic development plans and recovery strategies to harness post-pandemic economic growth.

Beacon's Economic Development Approach:

- **Economic and Workforce Development:** Beacon identifies core local drivers of economic growth through in-depth industry analysis and simultaneously designs workforce development strategies to ensure that growth is inclusive.
- **Green, Clean, and Circular Economies:** Beacon works with private sector industry actors and businesses to assess and unlock opportunities born of new legislation, market driven dynamics, and private firms reassessing their own sense of long-run risk.

Beacon's Economic Development Lens:

- **Inter-disciplinary:** Beacon believes traditional datasets establish the essential groundwork but don't tell the whole story.
- **Action-oriented:** Beacon provides actionable next steps and recommendations in the economic development planning process, informed by quantitative and qualitative analysis.
- **Localized:** Beacon has long-established state and regional expertise and understands the unique inputs shaping California's policymaking.

BEACON ECONOMICS' CLIENTS

Leveraging unique proprietary models, vast databases, proven methodologies, and sophisticated data processing, Beacon Economics' work is used by a diverse array of private and public sector clients including major cities and counties across the western United States, Wall Street hedge funds, banks and credit unions, the creative industries, public utilities, real estate developers and investors, leading sports franchises, and major entertainment events and venues.

The diversity and prominence of Beacon's clientele is indicative of the firm's objective, nonpartisan standing, and its reputable research products. Our public-sector clients range from some of the largest municipalities and counties, to state offices and workforce development boards, to special districts. Following is a select list of select public sector clients and related associations to whom Beacon staff have provided services:

City of Alameda	County of Monterey
City of Anaheim	County of Placer
City of Industry	County of San Bernardino
City of Las Vegas	County of Santa Clara
City of Long Beach	County of Sonoma
City and County of Los Angeles	County of Tulare
City of Oakland	East Bay Economic Development Agency
City of Ontario	Los Angeles Area Chamber of Commerce
City of Reno	Los Angeles Workforce Investment Board
City of Richmond	Metropolitan Water District of Southern California
City and County of Riverside	Oakland Metropolitan Chamber of Commerce
City of San Francisco	Sacramento Transportation Authority
City of San Luis Obispo	San Diego Association of Governments (SANDAG)
City and County of Santa Cruz	San Francisco County Transportation Agency (SFCTA)
City of Yorba Linda	Tahoe Prosperity Center
California State Controller	University of California, Los Angeles
County of Contra Costa	University of California, Riverside
County of Lyon, Nevada	
County of Mendocino	

COMPANY EXPERIENCE & REFERENCES

Below are summaries of five (5) of Beacon Economics recently completed economic development projects and one (1) current project similar in scope to the services sought by the City. Project references are also provided, and can be reached for comments on Beacon's work.

Project: Comprehensive Economic Development Strategy (CEDS)
Client: County of Monterey, California
Year(s): 2020-2-21
Contact: Chuck Depew, Senior Director
 206-842-7572
CDepew@ndconline.org

In 2020, Beacon Economics led the project management of the County of Monterey's new Comprehensive Economic Development Strategy (CEDS), encompassing the Cities of Carmel-by-the-Sea, Del Rey Oaks, Greenfield, Gonzales, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad.

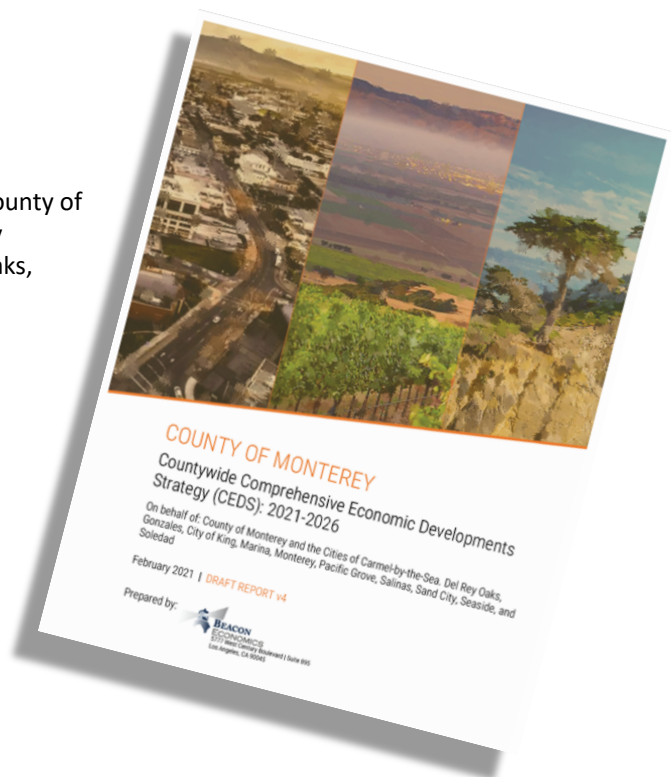
The final, action-oriented, document guided Monterey County's public agencies and departments, local jurisdictions, businesses, nonprofit organizations, and communities in understanding the economic landscape (in the context of historical trends, competitive advantages, chronic challenges, and most recently the impact of COVID-19) to inform future growth and development. The following areas were addressed across the CEDS:

- Demographics
- Summary of Economic Conditions
- Cluster Analysis
- Key Planning Considerations
- Current Economic Development Initiatives
- Assessment
- Strategic Framework & Action Plan

The County noted the final deliverable was very policy-focused and uniquely action-oriented in its approach and was grateful to Beacon for coordinating the many stakeholders involved in the report production. Given the state of transition in the County's economic development infrastructure, the focus of the document was to highlight issues in a holistic way and provide broad strategic direction rather than be targeted and prescriptive. Details and dates will continue to evolve in pace with the establishment of a more robust County economic development infrastructure.

A copy of the CEDS is available here (still open for public comment):

<https://www.co.monterey.ca.us/home/showpublisheddocument/100520/637528653063200000>



Project: Economic Development Strategy and Economic Recovery Analysis
Client: City of Alameda, California
Year(s): 2020-21
Contact: Lois Butler, Economic Development Manager
 510-747-6894
lbutler@alamedaca.gov

In the wake of the COVID-19 pandemic, Beacon Economics was contracted by the City of Alameda to conduct priority economic development analysis and a roadmap strategy for economic recovery for the City.

The unprecedented COVID-19 pandemic has had, and continues to have, a massive impact on economic activity across California and beyond. Although the long-term effects remain uncertain, mitigation efforts to contain the spread of the virus have taken a toll on the economic welfare of the City of Alameda's industries, firms, and population. Additionally, the continued surge in virus cases poses significant downside risks to the near-term economic recovery.



For those most concerned with understanding the current economic landscape and navigating the road to recovery, determining the magnitude of the virus's impact on employment and key industries, as well as forgone economic activity, is imperative. The recovery of the City's economy depends largely on its strength and mix of industries prior to the crisis. Beacon's report analyzed the City of Alameda's economy before the outbreak began and the impact the pandemic is having on the City and its industry sectors and populations.

Beacon's economic analysis of the City, and the broader East Bay region, coupled with the project management of the many stakeholders involved, public outreach and the community-based surveys led to a report that assisted the City to develop an economic development recovery roadmap heading into 2021.

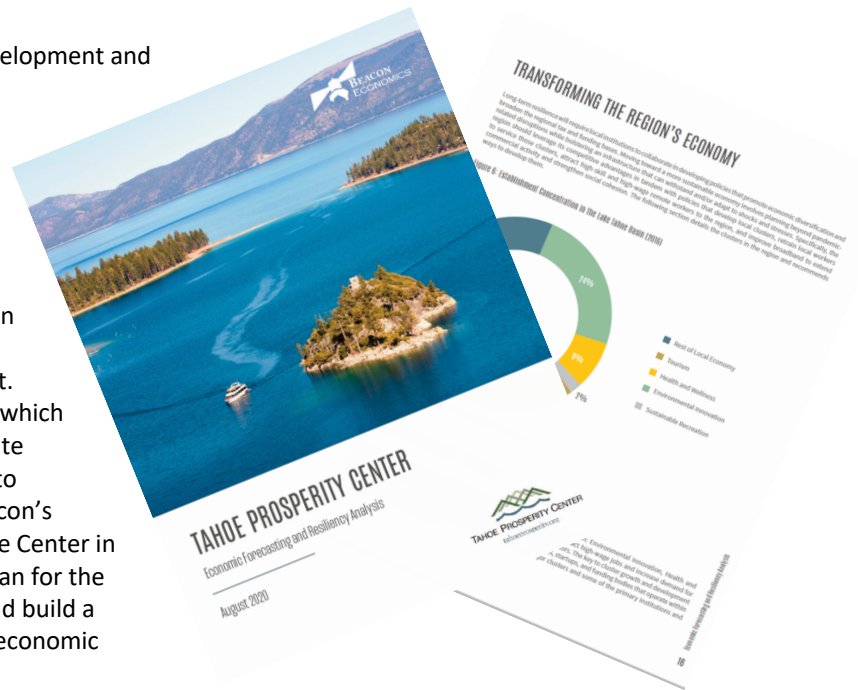
Project: Comprehensive Economic Development Strategy (CEDS)
Client: County of Lyon, Nevada
Year(s): 2020-current

Beacon Economics is currently contracted to develop a Comprehensive Economic Development Strategy (CEDS) for the County of Lyon (Nevada). Beacon was awarded the Lyon County project through a competitive RFP process.

Beacon's approach to the CEDS development is similar in nature to the proposed scope of work outlined in this RFP response for the City of Pinole. Beacon is slated to complete the CEDS by July 2021 and is currently in the qualitative outreach phase of the project.

Project: Tahoe Region Economic Development and Resilience Strategy
Client: Tahoe Prosperity Center
Year(s): 2020
Contact: Heidi Hill Drum, President
 775-298-0625
Heidi@tahoeprosperty.org

In the wake of the COVID-19 pandemic, Beacon worked with the Tahoe Prosperity Center to develop an economic resilience analysis report. The pandemic has presented opportunities in which economic developers are now working to create diverse and sustainable economic transitions to safeguard from future exogenous shocks. Beacon's report (completed in August 2020) assisted the Center in its efforts to conduct an economic recovery plan for the Tahoe region across California and Nevada, and build a sustainable, resilient economy against future economic shocks.



Beacon's report used a three-phase framework to support the Center's efforts in post-COVID-19 economic recovery:

- (1) Assessment of Economic Conditions
- (2) Economic Forecast of Key Indicators
- (3) Economic Resilience Analysis and Recommendations

Within these three phases, the action-oriented report also analyzed:

1. The COVID-19 Shock
2. Vulnerability and Resilience
3. Industry Clusters in the Lake Tahoe Basin
4. Policy Recommendation Examples and Challenges

The report provided a framework to improve resiliency and to articulate its need. Three important concepts — vulnerability, opportunity, and transformation — guided the report, with the first two concepts fueling the last. Currently, the Tahoe Basin has no protections against future losses, unlike what one might see in more diverse economies such as San Francisco or Los Angeles. This is due to the way in which the Tahoe Basin's economy and demographic base are composed. The goal of this report was to help the Tahoe Basin become resilient and prosperous.

This report is publicly available at: <https://tahoeprosperty.org/wp-content/uploads/Final-2020Covid-Tahoe-Economic-Report.pdf>

Project: Economic Development & COVID-19 Recovery Strategy
Client: Hollywood Chamber of Commerce
Year(s): 2020
Contact: Rana Ghadban, President & CEO
 323-469-8311
Rana@hollywoodchamber.net

In the wake of the COVID-19 pandemic, Beacon Economics was contracted by the Hollywood Chamber of Commerce to lead the development of an economic recovery and economic development strategy to assist the region, which had been devastated economically by the virus. The report, completed in September 2020, provides insights into the Hollywood economy and a framework for stakeholders to consider as recovery efforts transition to new planning initiatives prompted by new economic realities. The plan was divided into five parts:



- Part 1: COVID-19 Impact, which places the Hollywood in the broader Los Angeles context in the wake of the pandemic.
- Part 2: Industry Overview, which describes the composition of industries operating in Hollywood
- Part 3: Primary Industries, which focuses on Hollywood's five largest industries (by employment)
- Part 4: SWOT Analysis, which highlights strengths, weaknesses, opportunities and challenges facing the Hollywood economy overall as well as each primary industry
- Part 5: Planning Framework, which provides considerations for stakeholders as the economic recovery continues.

As part of the plan, Beacon Between conducted a series of focus groups that convened representatives from Hollywood's largest sectors by employment: (1) Leisure & Hospitality, (2) Information, (3) Health Care & Social Services, (4) Professional Services, and (5) Retail. The purpose of these focus groups was to solicit perspectives, experiences, and ideas to complement findings from the hard data analysis.

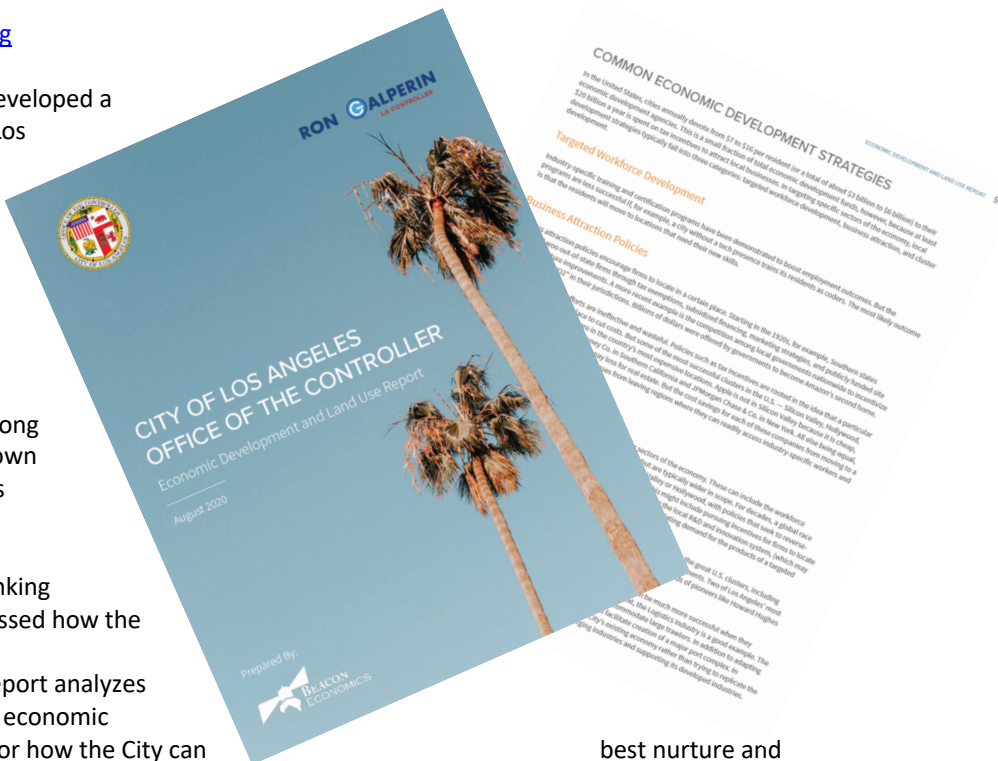
Most importantly, the Hollywood Economic Development & COVID-19 Recovery Strategy report developed a set of clear recommendations for the Chamber. The ability for any district in the City (or Regional) to unilaterally embark on large-scale economic recovery efforts is limited by both human and financial resources. Therefore, short-term actions are directed towards identifying immediate relief opportunities with the assistance of a range of stakeholders whereas longer-term consideration can feed into more nuanced and thoughtful long-term economic development planning. This philosophy was used in the development of the actionable recommendations laid out in the report.

Project: Economic Development and Land Use Report
Client: City of Los Angeles, Office of the City Controller
Year(s): 2019-2020
Contact: Shane Min, Senior Management Analyst
 213-978-7256
Shane.Min@lacity.org

From 2019-2020, Beacon Economics developed a study assessing changes in the City of Los Angeles' economy over the past 10 years and considered how these changes shape the City's economic outlook. Measures to contain the novel coronavirus have led to a significant downturn in the City, but the broader long-term trends underlying the City's economy should remain in place. Industries that had strong growth leading into the current slowdown should continue to grow once the crisis subsides.

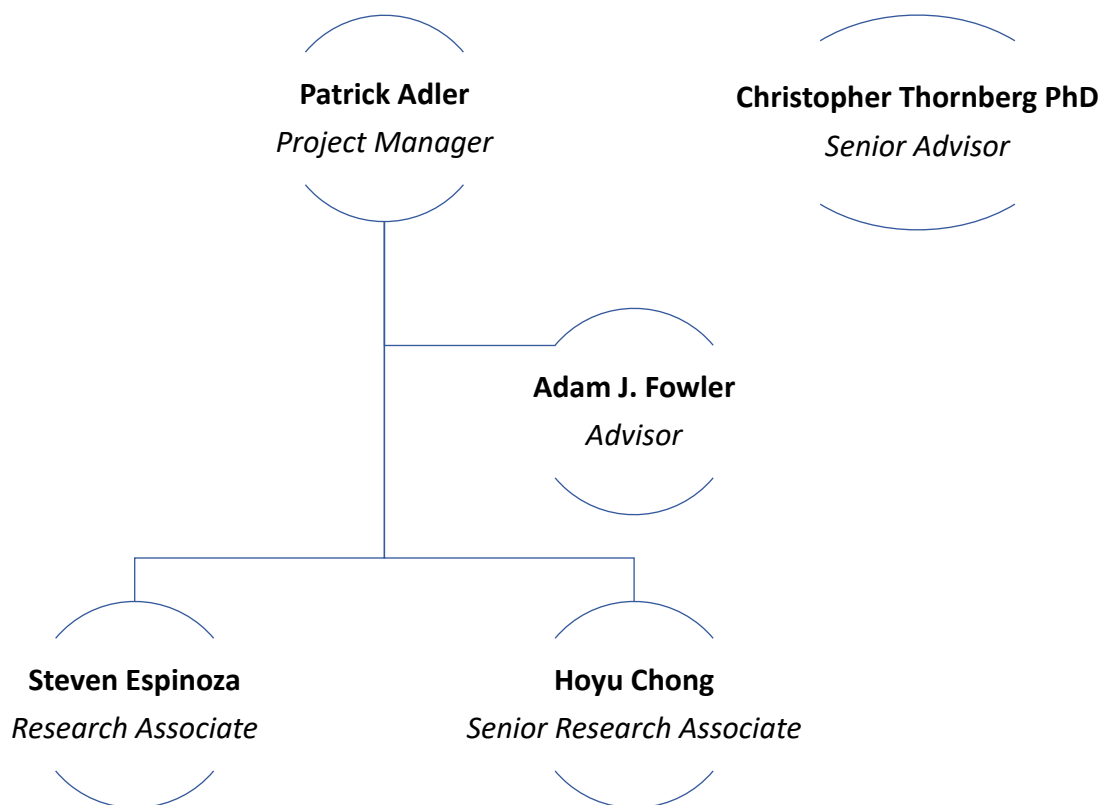
The report identified growing and shrinking industries in the City (Part 1) and discussed how the changing economy is reflected in some neighborhoods (Part 2). Further, the report analyzes the intersection between land use and economic development with recommendations for how the City can best nurture and foster the growth of emerging industries. The report used the data backdrop to provide policy recommendations that key City stakeholders could take to support Los Angeles' Comprehensive Economic Development Strategy (CEDS) and provided broader economic development recommendations.

This report is publicly available at: <https://lacontroller.org/wp-content/uploads/2020/09/Beacon-Economic-Development-and-Land-Use-Report-9.20.pdf>



KEY PROJECT PERSONNEL

The below organizational chart outlines Beacon's proposed personnel to be assigned to this project. The assigned team is Beacon Economics' primary economic development project team, with over 60 years of combined experience in developing CEDS. For Cities and Counties. Full biographies, qualifications and experience follow.



Christopher Thornberg PhD

Founding Partner

Project Role: Senior Advisor



Experience

Christopher Thornberg founded Beacon Economics LLC in 2006. Under his leadership the firm has become one of the most respected research organizations in California serving public and private sector clients across the United States. In 2015, Dr. Thornberg also became Director of the UC Riverside School of Business Center for Economic Forecasting and Development and an Adjunct Professor at the School.

Well known for his ability to capture and hold audiences, Dr. Thornberg has presented to hundreds of leading business, government, and nonprofit organizations across the globe including Chevron, The New Yorker, Colliers International, the California Chamber of Commerce, City National Bank, the California State Association of Counties, State Farm Insurance, the City of Los Angeles, the California and Nevada Credit Union League, and the National Steel and Shipbuilding Company, among many others. He has testified before the U.S. Congress House Committee on Financial Services on municipal debt

issues, before the California State Assembly Committee on Revenue and Taxation regarding rule changes related to Proposition 13, and before the Los Angeles City Council about proposed changes to local minimum wage laws.

Dr. Thornberg is a panel member of the National Association of Business Economists' quarterly "Outlook," and a contributor to monthly economics polls published by Reuters. He also serves as Chair of the California Chamber of Commerce Economic Advisory Council, is on the Board of Directors of the Los Angeles Area Chamber of Commerce, is an Executive Member of the Central City Association (Los Angeles), and is a member of the California Association for Local Economic Development. Prior to launching Beacon Economics Dr. Thornberg was a senior economist with UCLA's Anderson Forecast. He previously taught in the MBA program at UCLA's Anderson School, in the Rady School of Business at UC San Diego, and at Thammasat University in Bangkok, Thailand. He has also held a faculty position in the economics department at Clemson University.

Education & Credentials

Ph.D in Business Economics from The Anderson School at UCLA

B.S. degree in Business Administration from the State University of New York at Buffalo.

Adam J. Fowler
Director of Research
Project Role: Advisor



Experience

Adam J. Fowler is Director of Research at Beacon Economics, LLC. Mr. Fowler leads the firm's Housing, Land Use, and Real Estate Advisory as well as working heavily within the Sustainable Growth and Development practice area. His projects focus on environmental economics and domestic energy, housing and population trends, public opinion and attitudes, public policy analysis, and regional economics.

Recently, he co-authored a high-profile analysis of the film and digital media industry in Los Angeles for the Los Angeles County Economic Development Division, highlighting technological disruption and the competitive value of diversity. Other recent high-profile projects include an analysis and critique of California's regional housing goals for the public policy group Next 10, and the Otis Report on the Creative Economy 2019 for the Otis College of Art and Design. Mr. Fowler also oversees the firm's research staff. His academic interests include the intersection of behavioral economics and public policy.

Formerly, he served as a Research Manager at Beacon Economics, and prior to joining the firm, was a member of the Fox Uncertainty Lab and the Consortium of Behavioral Scientists. He served as a teaching assistant in American Government, Public Opinion, and Introductory Game Theory at the University of California, Los Angeles. Mr. Fowler also worked as a producer on a documentary film that was acquired by HBO. He has provided expert commentary to a wide variety of media outlets, appearing in the New York Times, Los Angeles Times, San Francisco Chronicle, and Sacramento Business Journal. He is a member of the American Political Science Association, the American Association for Public Opinion Research, and the International Documentary Association.

Mr Fowler served on the Housing Policy Subcommittee of Gavin Newsom for Governor's Economic Development, Housing, and Agriculture Policy Committee. The subcommittee worked to shape policy proposals related to state housing funding sources, incentive structures, tax increment financing, local housing elements, Regional Housing Needs Assessment (RHNA) methodology, permit streamlining, California Environmental Quality Act (CEQA) reform, and workforce housing incentives. The subcommittee has analyzed relevant budget proposal impacts on various programs and written policy memos on potential impacts of recently introduced Assembly legislation.

Education & Credentials

M.A. degree in Political Science from the J. William Fulbright College of Arts and Sciences at the University of Arkansas, Fayetteville

Ph.D. ABD in Political Psychology from the University of California, Los Angeles.

Patrick Adler

Manager, Sustainable Growth and Development

Project Role: Project Manager



Experience

Patrick Adler is Manager of Sustainable Growth and Development at Beacon Economics. He provides guidance on the firm's core projects surrounding workforce development and economic development strategy, including managing economic development strategies with the County of Lyon and City of San Bernardino. Patrick is also a research affiliate with the School of Cities at The University of Toronto, where he worked fulltime before joining Beacon Economics. He has researched broadly on regional innovation and entrepreneurship, and recently on firm headquarters location and the geography of urban technology. He has published academic articles in journals such as *Regional Studies*, *Plos 1*, and the *Journal of Urban Affairs* and has been quoted in the *New York Times*, *Los Angeles Times*, *Washington Monthly*, and *NFL Network*, among others.

Patrick's dissertation research focuses on the role of cultural intermediators—curators—in forging creative ecosystems. As part of that project, he conducted a four-year study of regional exports to 237 American music festivals.

Education & Credentials

Patrick will receive a Ph.D. in Urban Planning from the University of California, Los Angeles with a specialization in regional development, in June of 2021. He holds an M.A. in Economic Geography and a B.A. (with distinction) in in Urban Planning and Economic Geography both from The University of Toronto.

Hoyu Chong

Practice Lead – Sustainable Growth & Development

Project Role: Research Lead



Experience

Hoyu Chong is Practice Lead in Sustainable Growth and Development at Beacon Economics LLC. Ms. Chong leads research within that practice and plays an instrumental role in the area of Housing, Land Use, and Real Estate. She works heavily with geographic information system (GIS) software and U.S. Census data in support of economic and policy analysis related to energy, the environment, housing, land use, and transportation. She was recently accepted as a fellow into the Leadership Southern California Class of 2019-20, an esteemed program run in partnership with the Los Angeles Area Chamber of Commerce. Ms Chong also sits on the Southern California Association of Governments (SCAG) Regional Housing Needs Assessment (RHNA) Subcommittee. Currently, Ms Chong is leading research for Beacon's economic development projects with the County of Monterey and the County of Lyon.

Ms. Chong's current and recent projects include leading research for Next 10 on a Green Innovation Index for California that compares the state's key environmental indicators, such as clean technology and renewable energy, with those of the U.S. and world. She has also recently led analyses on the state of housing production in California, on trends over time in housing, migration, and employment in the state, on the adoption, costs, and use of zero-emission vehicles in California, and on how transportation infrastructure funding in the state compares to other locations. In her focus on affordability, she has analyzed the effect rent control ordinances in California have on mobile home parks.

Ms. Chong's Southern California work portfolio includes conducting a review of the financial feasibility of a major mixed-use development project in downtown Santa Monica, analyzing and quantifying future housing needs through 2040 for the City of Long Beach, and examining the economic effects of an affordable housing ballot measure in Los Angeles.

Formerly, Ms. Chong was a Senior Research Associate with Beacon Economics and has been a Research Intern at the Federal Reserve Board in Washington, DC.

Education & Credentials

She holds an M.A. degree in Economics from the University of Southern California and a B.A. degree in Business Economics from UCLA with minors in Accounting and Spanish.

Steven Espinoza

Research Associate – Sustainable Growth & Development

Project Role: Researcher & Data Lead



Experience

Steven Espinoza is a Research Associate in the Sustainable Growth & Development practice area at Beacon Economics, LLC. Mr. Espinoza's primary focus involves market research and data analysis in the urban economics space. Mr Espinoza also support the Economic & Revenue Forecasting practice area with experience developing forecasts for several of Beacon's COVID-19 economic recovery clients, including the County of Monterey, County of Lyon and the City of Industry.

Mr. Espinoza has extensive expertise in working with city governments and analyzing a wide variety of data sets. His past professional experience includes working with the City of Cambridge, Massachusetts' Open Data Manager to engage local populations with the City's vast collection of open data. His work included building interactive, publicly available dashboards for different city departments. Mr. Espinoza also spent a summer in Buenos Aires, Argentina, working at that city's Ministry of Environment and Public Spaces to create interactive data visualizations. Prior to that, he worked with Echelon Insights, a

Washington DC based firm, analyzing market trends and consumer sentiment.

Mr. Espinoza's primary academic interests lie in the areas of urban economics and data science. During his studies, his projects included assessing the impact of eviction rates on intergenerational mobility using fixed-effects modeling, building predictive models to estimate the occurrences of crime in the greater Boston area, and using natural language processing (NLP) to automatically generate summaries from larger bodies of texts. He is highly proficient in both R and Python and applies these tools, as well as his knowledge of machine learning and data visualization concepts, to practical uses and strategies for businesses, nonprofits, and governments.

Education & Credentials

Mr. Espinoza holds a B.A. in Economics from Harvard University, where he graduated with departmental honors. He also holds a minor in the History of Art and Architecture and a certificate in Latin American Studies.

PROJECT APPROACH

Beacon Economics will conduct a four-phase approach to this project, culminating in a comprehensive and actionable CEDS that will determine what is necessary for economic growth for the City of Pinole. The below methodology lays out Beacon's approach, sub-tasks, timelines and deliverables.

Beacon's proposed scope of work has been guided by the following identified considerations, and these would remain the guiding principles throughout the project:

- The City's central location in the Bay Area, adjacent to I-80 and San Francisco Bay
- The City's diverse population
- Opportunities for "green" and equitable development
- The City's current strong regional-serving retail, mix of City revenues, and the changing nature of retail
- The City's historic downtown, bisected by a State highway (San Pablo Avenue)
- The City's desire to improve multi-modal transportation and desire for a pedestrian- and transit-friendly downtown
- A growing local chamber of commerce
- The opportunity to use broadband as an economic development tool
- The possibility of using enhanced infrastructure financing districts as an economic development tool
- The opportunity to collaborate with subregional and regional economic development organizations
- The desire to create branding of the City and placemaking
- The City's wastewater treatment plant as a revenue-generating opportunity
- The City's aging capital infrastructure
- The City's desire to support the rehabilitation and re-use of undeveloped or under- developed properties
- The desire for residents and businesses to have opportunities to provide input regarding the City's current characteristics, optimal future, and recommended activities toward economic development

PHASE 1 - ECONOMIC RESEARCH

Task 1.1 – Project Kick-Off & Existing Economic Development Literature, Programs and Initiatives Review

Beacon Economics will kick-off the project in concert with the City's major economic development stakeholders, with whom Beacon will be working closely at all stages of the development of the CEDS and will form the project's Steering Committee. Beacon will use the project kick-off meeting as a means to finalize timelines, establish clear lines of communication, outline Beacon's project management philosophies and tools, discuss any data needs to conduct economic research and discuss the overall vision of the CEDS.

During the kick-off, Beacon will identify a set of overarching goals or principles that may serve to guide the development of the CEDS and the prioritization of its objectives. The overarching goals or principles may also help lend certain elements of the CEDS' recommended activities a broader framing and lens which may provide resources, tools, and partners within and outside of the local ecosystem. Beacon will aim to contextualize objectives and activities put forward in the CEDS with other efforts afoot nationally and internationally driven by similar agendas. By doing this, Beacon will be well-equipped to identify the most relevant and transferable best practices and connect the City's region to a broader set of thought leaders across the state and region. This intentionality in framing the new CEDS also helps to ensure the document itself is as useful, versatile, and leverageable by the City and its partners as much as possible.

Prior to the kick-off, Beacon will review all relevant pre-existing economic development literature for the City and the region. This will also include a review of the City's economic development mission statement, goals, vision and objectives ahead of commencing the strategic planning process. This may include the City's Strategic Plan 2020 –

2025, the 2019 Consumer Retail Demand and Market Supply assessment and any other relevant materials that will help guide the CEDS.

Beacon will provide the client with bi-weekly update reports on project progress.

Task 1.2 – Economic Overview of the City of Pinole

Task 1.2 sets the baseline for the CEDS by assessing the current economic landscape and taking into account the major economic drivers and trends within the City's regional economy as a whole. Specific tasks will include, but are not limited to:

- **Identify Current Baseline Economic and Community Characteristics:**

The resiliency of an economy will depend on its strength and mix of industries, the skills distributed among its workforce, and the socioeconomic conditions across its communities. Beacon will provide a snapshot of the City's economy as well as historical trends, including:

- Total employment
- Growing and declining sectors
- Key growth sectors
- Employment by key sector
- Employment gains and losses by sector
- Establishment growth
- Unemployment rate
- Average annual wages by key sector

Occupational Composition

- Top occupations by key sector
- Fast growing occupations by key sector
- Highest paying occupations by key sector

- **Analysis of Key Industries:**

This section will identify the City's key industries and examine baseline economic conditions to act as a backdrop to the development of the CEDS in Phase 4. Indicators may include revenue, employment, and occupational trends as well as a selection of demographic characteristics.

- **Identify and Assess the Current Workforce:**

The workforce assessment summary deliverable will open with a brief summary on the national and state economy, highlighting those trends that may be influential for the City's region. Additionally, it will provide an analysis of the demographic characteristics of the region's residents. It will also include a select number of indicators identified by Beacon as relevant to a workforce focus or of particular significance to the City, such as housing and commute trends. A list of potential indicators is included below:

- Broad characteristics: 1. Total population; 2. race/ethnicity composition; 3. gender composition; 4. age distribution; 5. educational attainment levels by age bracket; 6. income
- Selected indicators: 6. Housing tenure by age bracket; 7. occupation by broad categories; 8. wages; 9. health insurance; 10. commute (destination County); 11. labor force participation rates by age bracket

- **Workforce Demographics:** This section will also detail current demographic characteristics of the City's workforce population. The same indicators will be used as were used to describe the City's residents so that any notable differences between the City's resident population and the workforce population are evident.
- **Workforce Trends:** This section will include an analysis of workforce trends over time, where the time period will be over five years or otherwise decided with the Client. A list of potential indicators is included below:
 - Workforce demographic trends over time (i.e., time series graphs of age distribution; educational attainment levels by age bracket; housing tenure by age of population; occupation by broad categories)
 - Employment and unemployment rates over time; labor force participation rates over time and as compared with neighboring counties; percentage of workforce who are County residents over time
 - Employment trends including employment by establishment size; full vs. part-time employment; working age population to retiree population
- **Identify key stakeholders:**
This deliverable will be key ahead of Phase 2 – Community Outreach. Beacon will work with the project's Steering Committee, City Staff and Council, and other key players, to produce a list of key stakeholders in the region. This document will be a shared resource, to ensure that no regional stakeholders are left out of the CEDS development. The list will be used in developing a targeted stakeholder group for outreach in Phase 2.

PHASE 2 – COMMUNITY OUTREACH

In Phase 2, Beacon Economics will leverage its extensive experience in conducting qualitative analysis and community outreach to engage the community within the City of Pinole to gather input for the final CEDS. This phase will be vital in gauging public input for the document, will focus areas of need for the region, and gather insight from the key stakeholders impacted by the CEDS.

Task 2.1 – Community Outreach Plan

Beacon's development of a Community Outreach Plan will be presented to the Project Steering Committee prior to the commencement of Phase 2's outreach task to solicit feedback and input, ensure that all relevant stakeholders are engaged, timelines are in place and that outreach activity goals are clear and achievable. Stakeholder input and buy-in will be critical to the development of the plan.

Task 2.2 – Key Stakeholder Interviews and Virtual Community Meetings

Working closely with the Steering Committee and drawing from the list of stakeholders published in Phase 1, Beacon will conduct up to fourteen (14) local industry and community stakeholder interviews (*to be guided by the health and safety guide of Federal, State, Local and Tribal protocols regarding COVID-19*). The stakeholders selected will represent the CEDS' anticipated priorities as well as its action items. The interviews are expected to shed light on the conceptual narrative contextualizing the quantitative data and to offer Beacon insight from the perspective of potential partners, private industry or community based. Beacon is proposing to conduct up to fourteen (14) stakeholder interviews by phone. This approach will allow Beacon to identify the priorities, themes, and the types of partnerships the CEDS will reflect and to inform accordingly both the agenda for discussion and the selection of stakeholders for public meetings in Task 2.4

As the Plan's core strategies emerge, the value of stakeholder meetings will be maximized by targeting potential partners or stakeholders in positions of influence. As much as possible, Beacon will aim to use the stakeholder phone interviews as fact-finding and data-gathering exercises, whereas the in-person stakeholder meetings in Task 2.4 are intended to be geared toward the discussion of operational strategy.

Task 2.3 – Digital Business Community Surveys

Beacon will work with the steering committee members to target a set of key community members within the City to send surveys to, and gauge local business input into the CEDS. The goal of the surveys is to better understand the attitudes and issues related to economic development for businesses in the City. Beacon would work with the steering committee to administer the survey, and Beacon will use the results of this survey to guide input into the final CEDS. Final survey materials would be approved by the steering committee. The survey will be intended to reflect the opinions of local business leaders and other important stakeholders. The person who makes primary business decisions at the business should complete the survey and the survey should be completed based on individual opinions and experiences in conducting business in the City.

Beacon has significant experience in conducting surveys for similar clients, including most recently for 1,000 members of California Manufacturing Technology Consulting (CMTC) to gauge views on the adoption of technology in California's manufacturing sector.

Task 2.4 – Stakeholder Meetings

Beacon will work with the steering committee to hold two (2) stakeholder meetings (*to be guided by the health and safety guide of Federal, State, Local and Tribal protocols regarding COVID-19*) prior to the full CEDS development and one after the final draft has been completed. During the first meeting, stakeholders will be presented with the plan concept and have an opportunity to provide feedback as well as feature a presentation and discussion of the stakeholder and business survey results and proposed plan components. The second meeting will focus on the results of the SWOT analysis and the updated/revised CEDS components as well as the presentation and discussion of the final CEDS draft.

The stakeholders whom will participate in these meetings will be guided by a) the list of stakeholders identified in Phase 1 and b) stakeholders identified through stakeholder interviews in Task 2.2.

Beacon Economics will comply with State and County regulations surrounding COVID-19 when developing the logistics of these stakeholder meetings in 2021. Meetings will comply with all health codes.

PHASE 3 – SWOT ANALYSIS

Task 3.1 – SWOT Analysis

In Phase 3, Beacon will conduct a SWOT (Strength, Weakness, Opportunities, and Threats) Analysis based on historical and contemporary economic data. The SWOT Analysis will also include results from the qualitative outreach in Phase 2. Beacon has conducted similar SWOT Analyses for the Counties of Lyon, Monterey and Mendocino in 2020 and 2021.

Elements of the SWOT Analysis will include (but not limited to):

Strengths and Weaknesses: Using the industry competitiveness analysis as well as the occupational and demographic analysis, Beacon will identify economic strengths and weaknesses of the City of Pinole. Beacon will

also identify strengths and weaknesses as they apply to the City's real estate markets, workforce and relative land use trends.

Opportunities and Threats: Beacon will summarize the opportunities, and challenges or threats including barriers to growth and offer a prioritization framework within which they can be understood. Beacon will also highlight those issues that presented as priority issues from the perspective of industry stakeholders. Beacon will use this challenge-opportunity framework to inform an intervention landscape.

Intervention Landscape: Beacon researchers will conduct an inventory of successful interventions employed by analogous public sector entities alone or in partnership with the private sector to advance the objectives identified in the CEDS. Beacon will identify those interventions or suite of interventions to which the City may look in designing the final details of its ultimate set of interventions, and from which the City may learn. As mentioned, Beacon will endeavor to directly connect with those relevant practitioners and thought leaders and chronicle their lessons learned so that they may be integrated into the action items of the new CEDS.

PHASE 4 – CEDS DEVELOPMENT

Based on the economic research, community engagement, and the SWOT Analysis that Beacon Economics developed during Phases 1 -3, Beacon will create a CEDS that contains the following elements and is in compliance with the requirements of the US Department of Commerce-Economic Development Administration (EDA)

The plan will clearly identify *what* is needed for economic growth and will document a plan to achieve it. Beacon envisages this document to be actionable for the City.

General layout of the document will be as follows:

1. Executive Summary
2. Economic Overview of the City of Pinole
3. Economic Vision and Mission of the City of Pinole
4. Economic Development Strategy:
 - a. Employers/job creation (retention, expansion, attraction)
 - b. Infrastructure
 - c. Workforce
 - d. Development of Place (industrial/commercial space)
 - e. Access to Funding
 - f. Economic Ecosystem (how the region works together)
5. Economic Development objectives
6. Specific initiatives and tactics to achieve objectives
7. Goals and Performance Measures
8. Recommendations
9. Methodology
10. Appendix of Documents, Graphics, Tables and Diagrams

Beacon's final CEDS will be professionally designed and a user-friendly document suitable for public consumption. The design of the CEDS is intended to facilitate a clear understanding of the discrete recommended next steps among identified responsible parties and all case-making collateral associated with those next steps.

Beacon will provide the key stakeholders with a Draft CEDS in November 2021, giving the opportunity for feedback. Based on stakeholder feedback, Beacon will amend and present a final copy to the Client for distribution.

PROPOSED PROJECT SCHEDULE

The table below summarizes the project schedule including key activities and deliverables. This is a sample high-level deliverable schedule. Beacon would confirm an official project timeline with the Client upon commencement of work. Orange squares indicate touch points between Beacon and the Client and opportunities for feedback.

Proposed Work Plan	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Phase 1 – Economic Research							
- Task 1.1 – Project Kick-Off and Literature, Initiative and Strategy Review	■						
- Task 1.2 – Economic Overview of the City	■	■	■	■			
Phase 2 – Community Outreach							
- Task 2.1 – Community Outreach Plan submitted to Steering Committee		■					
- Task 2.2 – Stakeholder Interviews		■	■				
- Task 2.3 – Business Survey sent out to community			■	■			
- Task 2.4 – Stakeholder Meetings				■	■		
- Phase 2 summary documents submitted to client					■		
Phase 3 – SWOT Analysis							
- Task 3.1 – Conduct SWOT Analysis				■	■		
- SWOT Analysis submitted to Steering Committee					■		
Phase 4 – CEDS Development							
- Plan Development and Writing					■	■	
- Draft CEDS submitted to Client						■	
- Client feedback/review							■
- Final CEDS submitted to Client							■

FEE PROPOSAL

The table below provides fee information for deliverables laid out in the Project Approach section above.

Deliverable	Professional Fees	Project Work Hours
Phase 1 – Economic Research		
Task 1.1 – Project Kick-off	\$3,000	12 Hours
Task 1.2 – Economic Overview	\$24,000	96 Hours
Phase 2 – Community Outreach		
Task 2.1 – Community Outreach Plan	\$6,000	24 Hours
Task 2.2 – Stakeholder Interviews	\$9,500	38 Hours
Task 2.3 – Digital Surveys	\$10,000	40 Hours
Task 2.4 – Stakeholder Meetings (2)	\$9,000	36 Hours
Phase 3 – SWOT Analysis	\$12,000	48 Hours
Phase 4 – CEDS Development	\$19,750	79 Hours
Production Costs (Printing, Design)	\$4,250	
TOTAL (Not-to-exceed)	\$97,500	373 Project Hours

CONFLICTS AND TERMINATIONS

Beacon Economics does not declare any conflicts of interest for this project. Beacon Economics has not had any contracts terminated by a public agency in the 15 years of operation.

STANDARD AGREEMENT

Beacon Economics confirms it has reviewed the Standard Agreement and has no reservations with its contents and is willing to execute an agreement with its terms, including insurance requirements, for this project. This proposal will remain valid for 90 days from submission date.

April 30, 2021

**PROPOSALS FOR
COMPREHENSIVE ECONOMIC
DEVELOPMENT STRATEGY**



Photo Credit: Pinole Garden Club



Prepared By
Kosmont Companies
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266
(424) 297-1070



View towards the Bay with rolling hills - photo credit ci.pinole.ca.us

SECTION 1.	COVER LETTER	PAGE 1 - 2
SECTION 2.	QUALIFICATIONS	PAGE 3 - 11
SECTION 3.	KEY PERSONNEL	PAGE 12 - 16
SECTION 4.	SCOPE OF WORK	PAGE 17 - 22
SECTION 5.	FEE PROPOSAL	PAGE 23 - 24
SECTION 6.	REFERENCES	PAGE 25 - 28
SECTION 7.	CONFLICTS AND TERMINATIONS	PAGE 29
SECTION 8.	STANDARD AGREEMENT	PAGE 30



Street view of old downtown Pinole - photo by Earl Combs



April 30, 2021

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

Delivery: Sent via email to amurray@ci.pinole.ca.us

Re: Request for Proposals for Comprehensive Economic Development Strategy

Dear Mr. Murray and City Staff:

Kosmont & Associates, Inc., doing business as Kosmont Companies (“Kosmont” or “Consultant”) is pleased to present this proposal to the City of Pinole (“City” or “Client”) to provide a Comprehensive Economic Development Strategy (“CEDS” or “Strategy”) that includes goals identifying the ideal future characteristics of the City’s economy and community along with presenting actionable strategies that the City can take to achieve these objectives. The Strategy will pay special attention to the redevelopment of the historic downtown area to activate the core of the community as a vibrant destination for the region.

Kosmont, a certified Minority Business Enterprise (“MBE”) and Small Business Enterprise (“SBE”), is celebrating our 35th anniversary as a full-service local government, economics, and real estate advisory firm with an award-winning track record of working with cities and public agencies on economic development strategic plans, land use market analyses, business/industry attraction, and evaluating real estate projects, as well as the management of real estate assets and public finance transactions exceeding \$12 billion. Our public and private sector experience, staff of professionals, and in-depth expertise in multiple areas, such as economic development strategies and plans, analyzing economic and fiscal impacts, site development feasibility, asset/zoning strategies, and business and stakeholder outreach, make us the ideal firm to provide the City with a CEDS that provides market intelligence, strategies, and a roadmap for long-term economic development.

Kosmont has been providing cities with economic development advisory services since 1986. In that time, we have guided the development of more than 1,000 public-private projects, including economic development strategies, business and developer attraction/negotiations, and project implementation services. Kosmont currently provides advisory and on-call services to help numerous city clients across California navigate and implement economic development strategies. Some examples of such advisory engagements include the cities of Banning, Buellton, Daly City, Richmond, Santa Barbara, Sausalito, South Gate, and St. Helena.

Kosmont’s consulting practice is led by Kosmont President and International Council of Shopping Centers (“ICSC”) P3 Retail Advisory Board Chair, Mr. Ken K. Hira. Mr. Hira is an expert in blended-use real estate and economic development, bringing over 30 years of varied experience. If selected for this assignment, Mr. Hira would act as the Principal Advisor.



Kosmont's staff of professionals includes Kosmont Senior Advisors Mr. Steve Wahlstrom and Mr. Thomas Jirovsky. Mr. Wahlstrom operates from an affiliate office in Berkeley, CA, and is a practicing land use economist who has completed over 200 consulting assignments for government agencies, economic development organizations, foundations, and private investors in California and the western United States. Mr. Jirovsky was formerly head of CBRE's Land Use and Economics Consulting practice and specializes in fiscal and economic impact, development feasibility, and economic development strategies. Mr. Wahlstrom and Mr. Jirovsky will act as co-project managers for this assignment. Mr. Fernando Sanchez, Kosmont Vice President, will provide Project Research and Analysis.

Why Kosmont? ... our hands-on experience, practical perspective, and understanding of how current economic development and market trends affect the real estate landscape and investment in a community. We are aware of no other firm that possesses the combination of credentials and experience that Kosmont can deliver.

Our team excels in a wide range of services:

- Economic Development Strategies and Real Estate Advisory
- Commercial Corridor / Downtown Revitalization
- Outreach to Key Stakeholders for public-private partnerships and business attraction/retention
- Market Studies for commercial, residential, mixed/blended-use
- Site Specific Fiscal Revenue and Economic Impact Analyses
- Public Financing Opportunities (Municipal water, wastewater systems, etc.)
- Special Districts, such as EIFD's, CFD's and other TIF districts
- Regular Virtual Meetings/Conference calls for coordination with City staff

Kosmont's Mission Statement is the pursuit of four pillars of strength: **Innovation, Integration, Intelligence and Integrity**. We are on the cutting edge of products and services, we achieve financial success for our public and private sector clients, we are committed to community prosperity and quality of life, and our professional standards are of the highest caliber.

We believe this proposal demonstrating our qualifications supports the conclusion that Kosmont is exceptionally qualified for the requested services. Our team is enthusiastic, ready, and available to provide the requested services to the City when called upon.

This proposal will be valid for ninety (90) days, and we look forward to the opportunity to assist the City of Pinole. We are available to discuss further at your convenience.

Sincerely,

Ken K. Hira
President

KOSMONT AND ASSOCIATES, INC. DBA KOSMONT COMPANIES

Headquarters: 1230 Rosecrans Ave, # 630, Manhattan Beach, CA 90266

Northern CA Office: 2140 Shattuck Ave. #2239, Berkeley, CA 94704

Mailing: 1601 N. Sepulveda Blvd. #382, Manhattan Beach, CA 90266

(424) 297-1070 / www.kosmont.com

Kosmont provides services to Clients virtually, in-person, from satellite locations (such as Berkeley), and from the Manhattan Beach headquarters across the Western U.S.

PRINCIPAL IN CHARGE / PRIMARY CONTACT / AUTHORIZED OFFICER

Mr. Ken K. Hira, President / Cell: (949) 226-0288 / Email: khira@kosmont.com

KOSMONT MISSION:

Pursuit of *four pillars of strength...*

Innovation, Integration, Intelligence, and Integrity

On the *cutting edge* of products and services

Achieve *financial success* for our public and private sector clients

Committed to *community prosperity* and quality of life

Professional standards of the *highest caliber*

SECTION 2. QUALIFICATIONS

Kosmont Companies - Overview



KOSMONT AND ASSOCIATES, INC. DBA KOSMONT COMPANIES - www.kosmont.com

California Corporation - Established 1986, 35 Years in Business – Staff of 20

Headquarters: 1230 Rosecrans Ave, # 630, Manhattan Beach, CA 90266

Northern CA Office: 2140 Shattuck Ave. #2239, Berkeley, CA 94704

Mailing: 1601 N. Sepulveda Blvd. #382, Manhattan Beach, CA 90266

Kosmont provides services to Clients virtually, in-person, from satellite locations, and from the Manhattan Beach headquarters across the Western U.S.

ABOUT US

Kosmont Companies, a certified Minority Business Enterprise (“MBE”) and certified Small Business Enterprise (“SBE”), is a real estate and economic development services firm offering a full range of real estate and financial advisory, economic development strategies/plans, retail/business strategies, project finance, transaction structuring, negotiations, market analysis, feasibility studies, special district analysis, community outreach/project implementation services for both the public and private sectors. Kosmont Companies was founded in 1986 and is nationally recognized. With decades of advisory services, Kosmont has assisted hundreds of public agencies in their quest for services and successful public private projects. What sets Kosmont apart is our understanding of how urban economics relates to future project shaping and through constant monitoring of regional and national land use trends to help clients achieve successful community development.

Rather than just write reports, Kosmont believes in a comprehensive approach to advisory services that Analyzes, Strategizes, and Implements. A brief highlight of our services is as follows.

Economic Development Consulting Services

- Economic Development Strategies (EDSP/CEDS)
- Kosmont Retail NOW!® Platform
- Special Districts (EIFD, CRIA, CFD)
- Downtown Revitalization
- Asset Management Plans
- Developer Selection RFQ/RFP & DDA/ENA
- Sustainable Economic Development
- ROPS & RDA Dissolution Advisory Services

Land Use/Zoning and Community Planning Services

- Development Opportunity Reserve (D.O.R.)®
- Sales Tax Assessment Revenue (STAR*)®
- Other Zoning & Implementation Strategies for Economic Development

Planning and Development Services

- Project Evaluation
- Project Financials & Pro-Forma Assessment
- Property Acquisition/Leasing
- Land Use/Entitlements
- Due Diligence Reports

Real Estate Economics & Financial Advisory Services

- Fiscal & Economic Impacts
- Project Economics, Highest & Best Use (HBU) & Market Studies
- Public & Private Financing Structures
- Affordable Housing (Pro Forma, Housing Element, Negotiations, Feasibility)

Our team includes economic consultants, real estate brokers and public finance professionals along with former real estate developers and city and community development officials that provide an in-depth understanding of the California economy, its local real estate markets and financing options to effectively respond to our clients’ needs.

QUALIFICATIONS

Kosmont is a full-service firm which also provides various other services through Kosmont Realty ("KR") and Kosmont Transactions Services ("KTS"). KR is a full service and licensed real estate brokerage firm and KTS is a public finance firm providing financial advisory services, and is registered with the SEC.

In the aggregate, Kosmont Companies, KR, and KTS have extensive experience working with local and State government on real estate transactions between public agencies and private parties and structured project financing involving public and private funding sources. Collectively, Kosmont provides public agencies broad access to real estate consultants and brokers, public sector deal structure experts, and public-private financial advisors. **We know of no other integrated set of companies that can provide a full complement of Economic Development Services, Real Estate Brokerage, and Municipal Advisory.** Our diverse roles and experience in the real estate and financial industries have made us highly adaptable and skilled for this type of assignment. The chart below represents Kosmont’s wide-array of integrated services.

KOSMONT SERVICES OVERVIEW



KOSMONT COMPANIES AND LARRY KOSMONT ARE THE PROUD RECIPIENTS OF THE FOLLOWING AWARDS:

- Southern California Association of Governments (SCAG) Sustainability Award ["5/2019 – City of Placentia"](#)
- Mr. Larry J. Kosmont, CRE® is a recipient of the **"2016 California Business Properties Association (CBPA) Champion of the Industry Award"** (for his service in real estate and economic development)
- California Association for Local Economic Development (CALED) Awards of Excellence Program **"2014 Award of Excellence in Economic Development Partnerships South Gate azalea Project"**
- California Association for Local Economic Development (CALED) Awards of Excellence Program **"2017 Award of Excellence for Economic Development Partnerships – Redondo Beach Marine Ave Hotels Project"**
- L.A. Business Journal Latino Business of the Year Awards **"2015 Small Private Latino Business of the Year Award"**
- Mr. Larry J. Kosmont, City of Seal Beach (1980) is a recipient of the **John H. Nail Memorial Award** (Awarded annually by the City Managers Department of the League of California Cities)



Larry J. Kosmont, Chairman and CEO of Kosmont Companies accepting the CBPA Champion of the Industry Award for his service in real estate and economic development. Pictured with Pat Donahue, Chairman and CEO of Donahue Schriber (left) and Rex Hime, President & CEO of CBPA (right).



THE EVOLUTION OF RETAIL

- 2013** *Big Box Shrinkage*
- 2014** *Food Place are New Anchor Tenants*
- 2015** *Blended Use: Place, not Space*
- 2016** *Millennials Want Experience*
- 2017** *E-tail is about Omni-channeling*
- 2018** *Distribution Revolution Creates Redustrial*
- 2019** *Storytelling via Social Media*
- 2020** *Think Outside The Box*
- 2021** *Innovation*



BLENDED USE - NOT MIXED USE



Residential / Hospitality
 Experiential / Curbside Retail
 Health / Wellness / Open Space
 Food / Grocery / Restaurants
 Office / Telecommuting Alternatives
 Fulfillment / E-Commerce

Land uses are evolving and integrating ... co-working space, amenitized rental living, hotel concierge, experiential / service retail, and flexible industrial ... subject to post COVID-19 health protocols

New Vocabulary of Innovation

Retail Reimagining



Re-dustrial



BOPIS & Pickup

Key Factors for Post-COVID Recovery

Retail

Reimagine into Blended Use

Residential

Renaissance based on housing shortage & mandates

Office

Reconfiguration for the hybrid workplace

Hotel

Resetting & potential conversions

Industrial

Redistribution for Booming Fulfillment and Tech Demand

TOOLS - ECONOMIC DEVELOPMENT IMPLEMENTATION

- Enhanced Infrastructure Financing Districts (EIFD)
- Community Revitalization & Investment Authority (CRIA)
- Affordable Housing Authority (AHA)
- Opportunity Zones
- Development Opportunity Reserve (D.O.R.)®
- Sales Tax Assessment Revenue (STAR*)®

Kosmont Retail NOW!® Platform

This is a high-level explanation of the Kosmont Retail NOW!® platform which is a tool kit for both public and private sectors to attract the right type and amount of retail. It is a comprehensive and **proactive retail attraction initiative** which identifies existing conditions, sets a path, targets retailers and produces **economic development** results in **today's omnichannel environment**.

From our many years as public sector real estate advisors and hands-on private sector experience, Kosmont understands the need for successful **trip generation and incentive programs**. The **Kosmont Companies Team** offers the in-depth research (**including national mobility data provided by Placer.ai**), real world expertise, and long-term relationships needed to bring viable retail to projects and communities. Today's trends in the evolution of retail include **experience, food, place, omnichanneling, blended use and innovation**.

See our Kosmont Retail NOW!® approach below along with the following Trends & Tools, Mobility Data, and Case Studies flyers.



Our Approach

Analyze

- ✓ Demographics and Economics
- ✓ Employment Inflow and Outflow
- ✓ Retail Trade Area Definition
- ✓ Market Supply and Demand Assessment
- ✓ Trip Generation

Strategize

- ✓ Retail Surplus / Leakage
- ✓ Supportable Retail Space by Category
- ✓ Retailer Voids / Artificial Intelligence
- ✓ Retailer / Developer Targeting
- ✓ Opportunity Site Assessment

Implement

- ✓ Public Private Partnerships and Financing Tools
- ✓ Citywide and Opportunity Site Marketing Material
- ✓ Leverage ICSC Leadership and Relationships
- ✓ Hands-On Retail Recruitment and Deal Making
- ✓ Project-Specific Transaction Structuring

*Ongoing Economic Development and
Retail Recruitment Advisory Services*

Placer.ai Mobility Data

Placer.ai is a national mobility data provider that tracks daily movement of over **30 million mobile devices** in the U.S. via anonymized mobile app data. The **Kosmont Companies Team** is able to use this information to **reveal visitation trends to/from retailers, providing insight into store preference and consumer characteristics**. For example:

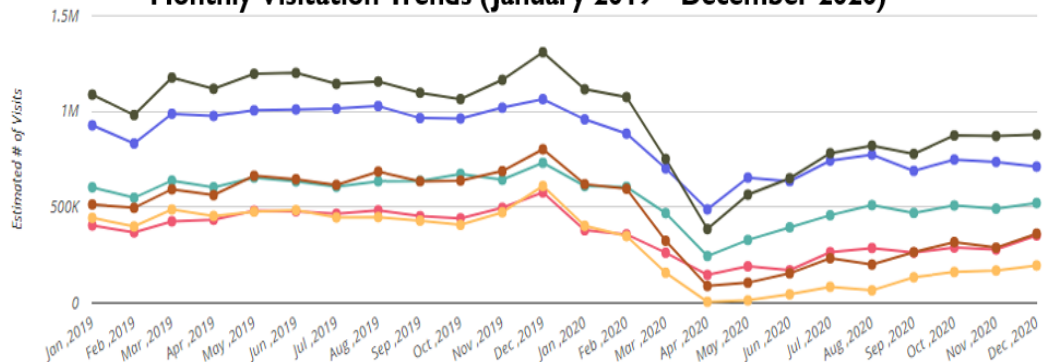
- ✓ Kosmont can help clients understand how consumer traffic at retail centers and stores has changed before and after the COVID-19 pandemic
- ✓ Kosmont can help clients analyze where residents are shopping outside of the City and what types of stores they are frequenting the most
- ✓ Kosmont can assist clients with understanding customer demographics and locations of regular shoppers that visit commercial centers
- ✓ Kosmont can help clients understand how customer trips to major stores compare to the statewide average of trips to those stores on a weekly basis



Legend

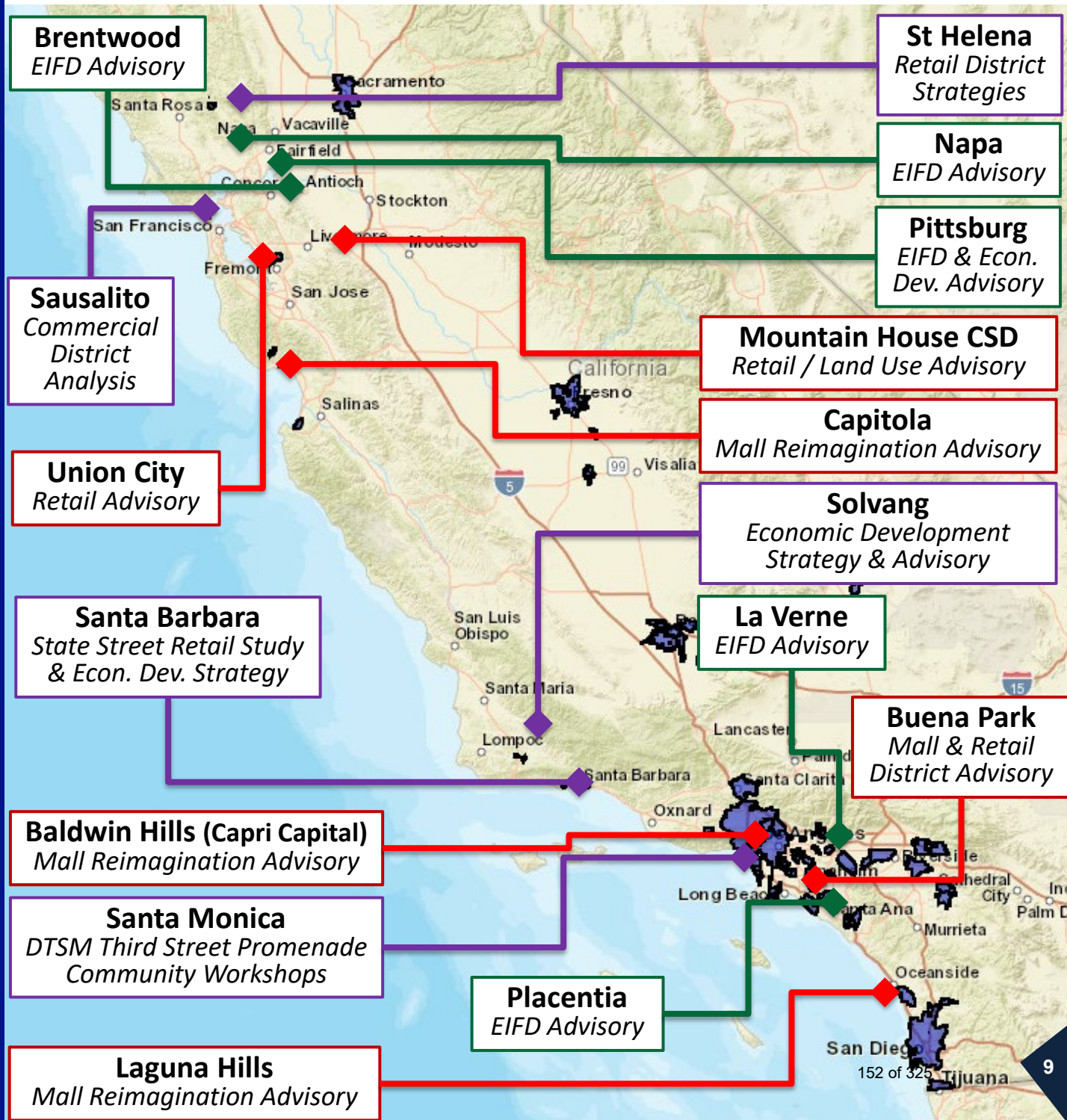
- Union Landing
- Fremont Hub
- Pacific Commons
- Bayfair Center
- Newpark Mall
- Southland Mall

Monthly Visitation Trends (January 2019 – December 2020)



REIMAGINING RETAIL IS PRIMARY LAND USE OPPORTUNITY FOR CITIES

Kosmont has provided advisory services for many **Mall Reimagination Projects**, **Downtown Retail Districts**, and **Financing Districts** across California.



Special Financing Districts

Kosmont is currently assisting over 35 communities with evaluations and formation of special districts statewide such as Enhanced Infrastructure Financing Districts ("EIFD"), community facilities districts ("CFDs") and tax increment financing ("TIF") districts. Kosmont is the first and only (so far) firm to facilitate an EIFD formation successfully with multi-agency (e.g., city and county) partnerships in tax increment financings districts anywhere in the State. One such partnership involved close collaboration in the City of Placentia / County of Orange EIFD as part of Kosmont's engagement as Southern California Association of Governments' ("SCAG") tax increment financing technical advisor. In this same capacity, Kosmont worked with SCAG staff and County of Los Angeles staff on the evaluation and formation of the first county-led EIFD in Southern California, in unincorporated West Carson.

Kosmont is considered a leading firm on the evaluation and formation of special districts and is actively engaged in industry conferences throughout the State educating local government officials and private sector investors, developers and lenders on these matters. Kosmont understands that successful special district partnerships involve understanding and addressing the perspectives of community stakeholders, local government staff and elected officials at various levels of government (e.g., City and County), private sector landowners, developers, and the local business community, all while conforming to the letter of the law that governs these districts. Given that the law that governs tax increment financing districts continues to evolve with each legislative session, Kosmont benefits from its privileged position working directly with members of the State legislature, policy advisors, and public agency and private industry advocacy groups since the initial authorizing statute re-introduced tax increment financing in 2014. Kosmont has had key input into the ongoing refinement of improvement of this toolkit with each legislative session.

Other Districts in Progress Statewide (Partial List)



Jurisdiction	Purpose
Azusa	Housing and transit-supportive infrastructure
Buena Park	Mall re-imagination, community amenities
Brentwood	Housing and transit-supportive infrastructure
Carson + L.A. County	Remediation, housing-based infrastructure, recreation
El Cajon	Housing and transit-supportive infrastructure
El Segundo + L.A. County	Various infrastructure, regional connectivity
Fresno	Housing and transit-supportive infrastructure
Indian Wells	Housing and tourism-supportive infrastructure
Imperial County - SCAG	Housing, industrial, and greenfield infrastructure
La Verne + L.A. County	Housing and transit-supportive infrastructure
Long Beach	Housing and transit-supportive infrastructure
Los Angeles (Downtown)	Housing and transit-supportive infrastructure
Los Angeles (San Pedro)	Housing and transit-supportive infrastructure
Los Angeles (Vermont Corridor)	Housing and transit-supportive infrastructure
Los Angeles County West Carson	Housing / bio-science / tech supportive infrastructure
Los Angeles County East L.A.	Housing-supportive infrastructure, community amenities
Madera County x 2	Greenfield infrastructure (water / sewer)
Napa	Flood control, affordable housing, remediation
Ontario	Housing and transit-supportive infrastructure
Pittsburg	Housing and transit-supportive infrastructure
Placentia + Orange County	Housing and transit-supportive infrastructure
Redondo Beach + L.A. County	Parks / open space, recreation infrastructure
Riverside	Housing and transit-supportive infrastructure
Riverside County - Uninc. Salton Sea	Water and housing-infrastructure
Sacramento County	Industrial / commercial supportive infrastructure
San Jose	Housing and transit-supportive infrastructure
Santa Ana	Housing and transit-supportive infrastructure
Santa Fe Springs	Housing and transit-supportive infrastructure
South Gate	Housing and transit-supportive infrastructure
West Santa Ana Branch Transit Corridor	Housing and transit-supportive infrastructure

Fully Formed

In Formation Process

Under Evaluation

Additional Expertise and Resources

Following the elimination of Redevelopment Agency powers in 2012, California communities have been forced to find new creative ways to generate funds for operations and capital improvements. Kosmont, with the skillsets of Kosmont Realty and Kosmont Transaction Services, Inc., have helped cities get critical infrastructure financed and built. Here are a couple of examples of how we were able to help the cities of South Gate and Oxnard.

UTILITY BONDS – SOUTH GATE

As part of a Comprehensive Economic Development Strategy for the city of South Gate, in May of 2012, Kosmont successfully negotiated and executed an Infrastructure Financing Agreement to fund critical off-site improvements necessary to make the 300,000 square foot South Gate “azalea” shopping center project feasible. Kosmont subsequently served as financial advisor in the issuance of approximately \$34 million in Water Utility Bonds (A-rating) at a True Interest Cost (TIC) of 4.35% to fund public improvements.

“The City of South Gate and Kosmont Companies have enjoyed a long term collaborative relationship on Economic Development matters and we look forward to their continued support & expertise in guiding our long-range goals.”

Michael Flad, Former City Manager
City of South Gate



LEASE REVENUE BONDS - OXNARD

In 2014, Kosmont worked the City of Oxnard who needed a new fire station to serve additional urban growth and sought a way to lease a “build to suit” facility. The City opted to utilize a P3 delivery model where the City would not have to develop the site nor assume any financing risk. With Kosmont’s help, City leased the property it owned to a third-party, non-profit LLC who oversaw development and construction.

Kosmont acted as financial advisor to the non-profit LLC and was essential in orchestrating the development of the entire credit package including addressing construction and development risks and overseeing transaction in financial markets (including conducting negotiations with the underwriter). The \$15,380,000 Lease Revenue Bond Financing closed in early January 2014 and the project was completed on time and under budget in August of 2015.





SECTION 3.

KEY PERSONNEL

MEET THE TEAM

Kosmont brings a well-rounded and seasoned professional cohort with the required expertise and exemplary skillsets to provide the requested services. Kosmont has a proven track record and the qualifications to provide the knowledge, guidance, and execution of those services necessary to assist the City.

If selected, the **Principal-In-Charge will be Mr. Ken K. Hira**. Mr. Hira is President of Kosmont Companies and an expert in real estate and economic development. He brings over 30 years of varied experience in virtually every aspect of acquisition, entitlement, development, financing, asset management, disposition, downtown revitalization, and strategic plans. His strengths include a keen understanding of land use trends, business retention/attraction, negotiating public-private transactions and implementing blended-use projects. *He will provide project oversight and quality control, strategic advisory, and make public presentations as necessary.*

Mr. Hira will be supported by the following key team members:

- **Mr. Stephen Wahlstrom, Senior Advisor** at Kosmont is based in Berkeley and is a 30+ year practicing economist that's worked on a wide variety of land development and planning projects. During his career, Mr. Wahlstrom completed more than 200 consulting assignments for government agencies, economic development organizations, foundations, businesses, and private investors. *Mr. Wahlstrom will be Co-Project Manager along with Mr. Jirovsky (see below). He will be responsible for communication and in person meetings with the City and will work with Mr. Jirovsky to manage the project from start to completion. He will also provide strategies on economic clusters.*
- **Mr. Thomas Jirovsky, Senior Advisor** provides real estate development feasibility, fiscal and economic impact analyses to public agencies, landowners and developers. He is a former Senior Managing Director with CBRE and headed their national land use and economic consulting practice. He specializes in Master Plan Community and residential/commercial development feasibility, detailed project pro forma analysis and economic development strategies. *Mr. Jirovsky will be a Co-Project Manager and be responsible for day-to-day coordination of the team, project management assistance with Mr. Wahlstrom, and provide financial feasibility pro forma and economic analysis.*
- **Mr. Fernando Sanchez, Vice President** assists public and private sector clients with market and economic analyses, strategic planning, and real estate development advisory. *Mr. Sanchez will provide market research, fiscal impact analysis and project support.*

Our team is enthusiastic, ready, and will be available to provide the requested services when called upon.

Key team member resumes including qualifications and relevant experience may be found on the following pages.

Kosmont provides services to Clients virtually, in-person, from satellite offices (e.g., Berkeley), and the Manhattan Beach headquarters across the Western U.S.

Staff will be assigned as appropriate based on their skills, qualifications, and availability in order to successfully provide services to the City in a timely fashion and stay within budget. If needed, a Project Analyst (not shown) here may be utilized for administrative support.

Ken K. Hira

President



Project Role:
PRINCIPAL ADVISOR

Years with Firm: 12+
Years of Experience: 30+

Office: Manhattan Beach

Education:
Bachelor of Economics
and Business, UCLA

Mr. Ken K. Hira serves as President for Kosmont Companies. An expert in real estate and economic development, Mr. Hira brings over 30 years of varied experience in virtually every aspect of acquisition, entitlement, development, financing, asset management, disposition, downtown revitalization, and strategic plans. His strengths include a keen understanding of retail trends, business retention/attraction, negotiating public-private transactions and implementing blended-use projects that revitalize communities and assist in economic development/tax generation programs.

A former Executive Vice President and mixed-use developer, Mr. Hira managed a portfolio of over \$100 million of retail sites, while operating the commercial division of the company. Prior to this, as Managing Director of Acquisitions for a development company and Vice President of Development at a development firm, he evaluated and underwrote hundreds of acres of land, successfully captured and negotiated anchor tenant commitments creating \$60 million of value in ground-up development and redevelopment and was responsible for 800,000 square feet of retail entitlement, design and development. As Vice President of a shopping center company based in San Diego (6 years), Mr. Hira entitled one million square feet of retail development projects, as well as led the acquisition of 24 neighborhood and community shopping centers, totaling 3.3 million square feet and valued at \$375 million, and organized a \$287 million recapitalization.

LICENSES/AFFILIATIONS: Mr. Hira is an active volunteer leader of the International Council of Shopping Centers. He was nominated and serves as the Co-Chair of the ICSC P3 Retail Advisory Board, nationally advocating public-private partnerships, while previously serving as the ICSC Western Division P3 Retail Co-Chair, Southern California State Director, Program Committee Chair and Alliance Co-Chair.

RELEVANT EXPERIENCE:

Throughout his career, Mr. Hira has managed hundreds of public and private sector consulting assignments. A few of his more recent projects are summarized below:

- City of Daly City (Economic Development Strategy and Opportunity Site Developer Negotiations)
- City of Buellton (Market & Economic Analysis and Economic Development Plan / Specific Plan with Development Opportunity Reserve D.O.R.® / Kosmont Retail NOW!®)
- City of Norwalk (Economic Dev. Strategic / Opportunities Plan / Kosmont Retail NOW!® / Hotel Recruitment)
- City of Rialto Kosmont Retail NOW!®
- City of Santa Barbara Downtown Market Study & Economic Development Recommendations
- City of Selma Kosmont Retail NOW!® Retail Market Analysis, Strategy, & Implementation Plan
- City of South Gate (Market Study, Development Strategy, and Kosmont Retail NOW!®)
- City of St. Helena (Highest & Best Use Analysis / Asset Strategy / Downtown Retail and Hotel Analysis)
- City of Twentynine Palms (Retail Market Study)
- Sacramento County (Retail/Asset Strategy)
- Third Street Promenade, Santa Monica (Downtown District/Retail Strategy)

Steve Wahlstrom

Senior Advisor

**Project Role:**

CO-PROJECT MANAGER

Years with Firm: 6**Years of Experience:** 30+**Office:** Berkeley**Education:**

- Master of City Planning, University of California, Berkeley, Dept. of City and Regional Planning
- BA in Economics, Univ. of Washington, Seattle, WA

Mr. Stephen Wahlstrom of Wahlstrom of Wahlstrom & Associates based out of Berkeley, CA, is a Northern California affiliate and Senior Advisor of Kosmont Companies. Stephen has been a practicing economist working on a wide variety of land development and planning projects. During his 30+ year career, Mr. Wahlstrom completed more than 200 consulting assignments for government agencies, economic development organizations, foundations, businesses, and private investors in California, and 15 other states, mostly in the western United States.

Mr. Wahlstrom has led community meetings, strategic planning workshops, and has delivered many presentations to elected and appointed governmental officials and corporate boards. He served on an Urban Land Institute (ULI) technical assistance panel in Rantoul, Illinois, and in the Gulf Coast recovery program sponsored by the International Economic Development Council (IEDC). Mr. Wahlstrom also serves as a Board of Director for the Community Energy Service Corporation (CESC), a non-profit organization that provides energy efficient improvements to Bay Area low-income households and commercial establishments.

RELEVANT EXPERIENCE:

In his 30+ year career, Mr. Wahlstrom has managed over 200 public sector consulting assignments. Here are a few of his more recent projects:

- City of Dixon Economic Strategy and Northeast Quad Master Plan
- City of Richmond General Plan Update Economic Analysis
- Union City Economic Development Strategy and Economic Development Element
- California Rural Infrastructure Finance Guidebook
- San Francisco International Airport Economic Impact Study
- San Francisco International Airport Workforce Study
- Northern California Goods Movement Study (MTC)
- Fresno County Comprehensive Economic Development Strategy
- Knights Landing Revitalization Study (Yolo County)
- Highway 99 Corridor Market Study (Tulare County)
- Pacifica Economic Development Plan
- San Bernardino County Comprehensive Economic Development Strategy

Thomas Jirovsky

Senior Advisor

**Project Role:**

CO-PROJECT MANAGER

Years with Firm: 10**Years of Experience:** 35**Office:** Manhattan Beach**Education:**

- B.S. in Architecture,
University of Southern
California with honors
- MBA in Finance,
University of Southern
California

Mr. Thomas Jirovsky is a Senior Advisor with Kosmont Companies providing real estate development feasibility, fiscal and economic impact, and economic development and asset management strategies to public agencies, landowners and developers. Prior to joining Kosmont, he was a former Senior Managing Director of CBRE Consulting's Los Angeles office, overseeing the national land use economics practice.

Through his 35+ year career he specialized in urban and suburban mixed-use development, land secured financing strategies, asset management, and public/private partnerships ("P3") for small urban infill projects to large residential/commercial projects and military base reuse plans for Hunters Point Shipyard, Concord Naval Weapons Station, Ft. Ord, MCAS El Toro.

He has managed numerous economic studies for small towns to large urban areas. These recent assignments included market studies in support of economic development strategies for Thousand Oaks, Agoura Hills, Santa Barbara, Sausalito and St. Helena.

He has assisted a wide range public agencies throughout California in evaluating recreational, commercial, and residential development projects, tax increment and infrastructure financing and in the negotiation of development agreements on residential and mixed-use projects.

LICENSES/AFFILIATIONS: Mr. Jirovsky is a LEED Accredited Professional and a member of the International Council of Shopping Centers (ICSC) and Urban Land Institute (ULI).

RELEVANT EXPERIENCE: A few of his more recent projects are summarized below:

- City of Santa Barbara (Downtown Revitalization)
- City of St. Helena (Highest & Best Use Analysis / Asset Strategy/ Downtown Retail Analysis)
- City of Agoura Hills (Specific Plan Feasibility Study)
- City of El Segundo (Smoky Hollow Community Benefit Analyses)
- Concord Naval Weapons Station Reuse Plan (Financial Feasibility and Developer Negotiations)
- KTG / Morongo Band of Mission Indians (Highest and Best Use Study)
- City of Gardena (Artesia Corridor Specific Plan Feasibility)
- City of Newport Beach (Koll Residences Community Benefits)
- Baldwin Hills Crenshaw Mall (Revitalization Study)
- Downtown Placentia (Revitalization Fiscal & Economic Impact)
- City of Thousand Oaks (Economic Development Strategic Plan)
- City of Indian Wells (Hotel Feasibility Analysis)
- City of Sausalito (Land Economic Study)

Fernando Sanchez

Vice President



Project Role:

RESEARCH AND ANALYSIS

Years with Firm: 6

Years of Experience: 8

Office: Manhattan Beach

Education:

- Master of City Planning, Univ. of Pennsylvania, (focus: public and private real estate development)
- Bachelor of Arts, Princeton University

Mr. Fernando Sanchez is a Vice President with Kosmont Companies assisting public and private sector clients with market and economic analyses, strategic planning, and real estate development advisory. His recent work includes market supply and demand analysis, prioritization of strategic opportunity sites for retail and future development, analysis of potential development uses, and geospatial analysis of boundaries and funding and financing feasibility studies of new infrastructure financing districts.

Prior to joining Kosmont Companies, Mr. Sanchez also worked as an Analyst for Entertainment and Culture Advisors, a Los Angeles-based economic consulting firm specializing in the entertainment and attractions industry. Other previous experience includes working as an Analyst and Project Manager for JDT International Inc., a residential real estate developer in Philadelphia, and working as a Transportation Planner with the City of Philadelphia Mayor's Office of Transportation and Utilities.

LICENSES/AFFILIATIONS: Mr. Sanchez is a member of the American Planning Association and the Urban Land Institute. He also serves as the Treasurer of the Princeton Club of Southern California.

LANGUAGES: Mr. Sanchez is fluent in English and Spanish.

RELEVANT EXPERIENCE: A few of his more recent projects [Economic Development Strategies (Market / Demographic Analyses and Land Use Strategies for General / Specific Plans)] are summarized below:

- City of Norwalk (Grocery Retailer Market Study) and (Economic Development Opportunities Plan)
- City of Santa Barbara (Retail Market Study and Economic Development Strategy)
- City of Selma (Kosmont Retail NOW!® Retail Market Analysis, Strategy & Implementation Plan)
- City of St. Helena (Economic Development Services / Market Analysis)
- City of Rialto (Kosmont Retail NOW!® Retail Market Analysis, Strategy & Implementation; Walmart)
- City of Aliso Viejo (Kosmont Retail NOW!® Retail Market Analysis and Economic Development Plan)
- City of Twentynine Palms (Retail Market Study and Economic Development Plan)
- City of Buellton (Avenue of Flags Specific Plan)
- City of Thousand Oaks (Economic Development Specific Plan)
- City of El Monte (Economic Development Opportunities Plan)
- City of Agoura Hills (Agoura Village Specific Plan Market Analysis)
- City of Downey (Rancho Los Amigos Specific Plan, subconsultant to Kimley-Horn)
- City of Jurupa Valley (Economic Development Strategy and Developer / Business Attraction / Recruitment Plan)
- City of Tustin (Red Hill Corridor Specific Plan, subconsultant to Kimley-Horn)



SECTION 4. SCOPE OF WORK

PROJECT APPROACH / BACKGROUND

The City of Pinole is an incorporated city in west Contra Costa County with roughly 20,000 residents across a land area of approximately 5.1 square miles. It is located 30 miles northeast of San Francisco and 20 miles north of Oakland along I-80.

In February 2020, the City Council adopted the City of Pinole Strategic Plan 2020-2025 that identified four primary goals for the City – safe and resilient, financially stable, vibrant and beautiful, and high performance – and 22 individual strategies to be completed in a five-year timeframe to achieve these goals. One of the strategies to achieve a more vibrant and beautiful Pinole was to “develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region (including gateway and wayfinding signage as well as branding).” Other strategies presented in the Strategic Plan, such as streamlining the rehabilitation and re-use of under-developed or undeveloped properties and partnering with regional housing organizations to provide an array of housing options, also relate to economic development.

The City desires a CEDS that highlights the current economic and community characteristics, identifies optimal future economic and community goals of the City, and provides recommended strategies to achieve these goals. As previously mentioned, an important focus of this assignment will be on the redevelopment of Downtown Pinole.

In crafting the Strategy, it is important to first examine current demographic and market conditions in the City, particularly in light of the ongoing COVID-19 pandemic. According to the California State Controller’s Office, Pinole receives approximately 46% of tax revenues from sales tax and transient occupancy tax (“TOT”) generated from hotel stays. Across California cities, sales tax and TOT comprise approximately 30% of tax revenues. Given the larger share of sales tax and TOT reliance, the City is more vulnerable to the negative economic impacts of the COVID-19 pandemic. It is imperative that the City focus on resiliency and retaining its economic base, as well as looking to position itself for expansion possibilities as the economy recovers.

Additionally, it is important to consider key economic development trends, including a land use revolution that affects all land uses – retail, hospitality, office, residential, and industrial. Retail centers, in particular, face many challenges as the digital economy converts the lifestyles and social patterns of every generation. A dramatic shift in consumer spending at retail centers can be observed as e-commerce sales grew by over 30% in 2020, while forecasts suggest 25% of the nation’s 1,100 shopping malls are expected to close by 2022. Much of this retail is in need of reimagining and the integrating or blending of a variety of uses. For example, the Hilltop Mall in neighboring Richmond, CA was recently purchased by Prologis, an industrial real estate investment trust, for \$117 million. Prologis expects to develop the site into a blend of uses including industrial (modern logistics), residential, and some retail.

Through analyzing current demographic and market shifts, Kosmont will be able to quantify impacts to the local economy and identify existing assets and challenges.

Following an examination of the current local demographic and market trends, Kosmont will identify specific community needs and priorities, assess infrastructure/transportation to create a more pedestrian-friendly environment Downtown, examine existing marketing and branding strategies to attract and retain / expand

businesses, and interview key stakeholders (e.g., businesses, property owners, government officials, etc.) to identify opportunities and constraints. Once these issues are identified, Kosmont will discuss findings, outline economic development goals, and develop a vision statement for an optimal economic future. Lastly, Kosmont will develop the Strategy by providing a tactical roadmap with actionable implementation steps to achieve the identified goals.

Kosmont's approach to economic development is to not only analyze, but also **strategize and implement** our findings (as desired) to help the City achieve future economic development goals and creating a vibrant and thriving Downtown.

Kosmont applauds the City for their commitment and interest in setting economic development as a top priority. Kosmont is dedicated to assisting the City in meeting its goals and believes our hands-on public and private sector experience, practical perspective, understanding of economic development strategies and trends, and industry relationships set Kosmont apart and make us the best candidate to serve the City.

SCOPE OF WORK

The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client, including its elected officials, appointed officials, and staff, which they can accept or reject. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

The approximate time required for each task related to the CEDS is included herein. Excluding optional tasks, the project is estimated to take approximately 16 weeks to complete.

Task 1: Kick-off Meeting / Orientation / Site Tours (2 weeks)

Kosmont will meet in-person with City staff to discuss Client's economic development goals and objectives, review the scope of work, schedule stakeholder and City Council meetings, and establish communication protocols. City will provide Kosmont with existing relevant project, property, and/or market data (e.g., zoning, previous market analyses, general/specific plans, maps, conceptual drawings, records, etc.).

Following the initial meeting, Kosmont will tour key opportunity sites for redevelopment and reuse, with an emphasis placed on Downtown Pinole. In light of the ongoing COVID-19 pandemic, an in-person tour will be possible with social distancing measures in place to ensure the safety of Consultant and City staff.

Task 2: Baseline Economic and Community Characteristics (2 weeks)

Kosmont will identify the City's current baseline economic and community characteristics by first preparing an Economic and Demographic Profile, illustrating social and economic characteristics, including population, household incomes, race / ethnicity, housing preferences, educational attainment, commute patterns, resident / employee concentrations, tourist population, tapestry segments (a psychographic analysis profiling lifestyles, purchasing behaviors, and media readings of area households and individuals), and other metrics, within specific geographic boundaries (e.g., City limits, trade areas, radii centered at opportunity site areas, customized drive times) as deemed

relevant by Consultant. The evaluation will also include an analysis of visitation trends to/from retailers using anonymized mobile app data which will provide additional insights into store preferences and consumer characteristics.

Kosmont will also examine variables, such as retail sales per square foot, growth in tax revenue, asset inventory, vacancy and lease rates, absorption rates, and other relevant real estate data for major land uses in Pinole, with a particular focus on Downtown Pinole. Additionally, Kosmont will gather 10-year absorption rates, rent, vacancy rates, new construction, and sales value market data for office, retail, multifamily and industrial uses to quantify the growth achieved over time and observe any recent changes due to the COVID-19 pandemic, as compared to regional submarkets.

Task 3: SWOT Analysis (1 week)

Kosmont will prepare a Strengths, Weaknesses, Opportunities, and Threats (“SWOT”) analysis highlighting the City’s assets and challenges to economic development. The SWOT analysis will be informed by the following variables, in addition to the findings from Tasks 1 and 2. These include:

- Pinole’s central location in the Bay Area and its access/connectivity to major highways and transit
- Pinole’s historic downtown
- Pinole’s aging capital infrastructure
- Pinole’s growing chamber of commerce

Findings from Tasks 2 and 3 will be presented at one (1) virtual progress meeting with City staff using the Zoom teleconference platform.

Task 4: Stakeholder Meetings / Study Session (2 weeks)

Kosmont believes that community outreach is critical to understanding the local community’s desires. Consultant will guide two (2) stakeholder workshops (led by our co-Project Manager Mr. Steve Wahlstrom) and conduct public outreach, coordinated with City staff, to present findings from Tasks 2 and 3 and receive input on opportunities and constraints and garner support for a range of future economic development initiatives. Kosmont will also consider City regulations that affect local businesses, including permitting rules and implementation procedures, signage, outdoor dining and special events.

After additional analysis, Kosmont will convene a City Council study session to present initial findings and get direct feedback from Council members and other key leaders on key goals and objectives, as well as potential revisions to regulations, policies, and procedures that are not conducive to business startup and growth and the overall goal of creating a dynamic and vibrant downtown.

The workshops and study session will be conducted in-person with social distancing measures in place.

Task 5: Land Use Planning (2 weeks)

Kosmont will outline the current national and regional land use trends relevant to support a mix of blended uses (office, retail, industrial, hospitality, and housing) that will create a vibrant and thriving downtown. Consultant will identify best practices and density incentives used by other communities (e.g., Development Opportunity Reserve [D.O.R.®]). Additionally, Kosmont will conduct a preliminary evaluation of the opportunity sites identified in Task 1 to understand the potential for financially feasible and “green” and equitable development that can act as catalysts for economic development.

Task 6: Infrastructure / Transportation (1 week)

Kosmont will provide a high-level assessment of multi-modal transportation options and connectivity to Downtown Pinole, as well as potential for temporary street closures and improvements to the downtown streetscape and amenities to enhance the pedestrian environment for residents and visitors year-round.

Additionally, Kosmont will consider revenue generating opportunities from the City’s aging infrastructure, with a particular emphasis on Pinole’s wastewater treatment plant.

Task 7: Marketing (1 week)

Kosmont will review Pinole’s current marketing, branding, signage, arts and events programming, and funding focused on business/investment attraction, business expansion/retention, and attracting visitation to Downtown Pinole. Consultant will suggest high-level changes to restructure (e.g., social media platforms), partnerships (e.g., collaborations between local chamber of commerce and subregional/regional economic development organizations) and highlight the City’s strengths to provide more opportunities for residents and existing/future businesses, as well as increase downtown pedestrian traffic.

Task 8: Future Economic and Community Goals (1 week)

Kosmont will compile the findings from Tasks 1 through 7 to craft economic and community goals and objectives for the Strategy to ensure strong economic future and a vibrant and thriving downtown for the City of Pinole.

Task 9: Comprehensive Economic Development Strategy (2 weeks)

Kosmont will develop a CEDS that will provide actionable measures to mitigate threats and challenges to economic development, improve and develop the Downtown core, and achieve the goals and objectives outlined in Task 8. Kosmont will develop an economic development vision statement and recommend strategies that are SMART (Specific, Measurable, Attainable, Relevant, and Time-bound) that the City can utilize to achieve this vision.

The Strategy will identify relevant infrastructure and economic development tools and land use strategies, such as Enhanced Infrastructure Financing Districts (“EIFDs”), Sales Tax Assessment Revenue (STAR*)®, Development Opportunity Reserve (D.O.R.)®, state and federal grants (e.g., Infill Infrastructure Grants, Affordable Housing and Sustainable Communities [“AHSC”] grants), California Infrastructure Bank (“I-Bank”) financing, taxable or tax-exempt debt financing, and/or other tools, including those focused on incentivizing mixed/blended-use development.

Kosmont will work with the City to develop strategies to transform existing uses and activate the Downtown core and prioritize sites for new development. Furthermore, Kosmont will define timelines and performance measures to help the City evaluate how well goals and objectives are being met.

Task 10: Final Report / Virtual Presentation (2 weeks)

Kosmont will compile a written report, including the relevant data sources and key findings and specific recommendations and strategies for staff review and comment. Following one (1) round of staff comments, Consultant will update and submit the final report.

Kosmont will also prepare a PowerPoint presentation using graphics and visuals, as relevant, to present findings to the community and the City Council in one (1) virtual City Council session using the Zoom communications platform. Findings will be presented by our Principal Advisor Mr. Ken K. Hira.

Optional Task 11: In-Person City Council Presentation (TBD)

If Client desires Consultant to present findings in-person, Consultant will present findings at one (1) live City Council session.

Optional Task 12: Preliminary EIFD Feasibility (TBD)

Kosmont will examine feasibility of Enhanced Infrastructure Financing Districts (“EIFDs”) for the development opportunity sites identified in the CEDS. Kosmont will develop rough order-of-magnitude estimates of the funding capacity and approximate timing of targeted sources. Funding estimates will be based on project data provided by the Client, in addition to publicly available data (e.g., county auditor-controller property tax data) and Kosmont experience in evaluating and implementing targeted funding sources. Kosmont will provide tax increment / special tax revenue funding capacity at select annual benchmarks (e.g., year 1, 3, 5, 10, 20) and cumulatively over the estimated district lifetimes, as well as initial estimates of potential bonding capacity (to be prepared by Kosmont Transactions Services, Inc., a registered Municipal Advisor).

Kosmont will also evaluate and summarize feasible governance and implementation alternatives for the EIFD. This will include a summary of the process for putting the mechanism in place, an estimate of schedule and timing, an outline of the requirements for getting any required approvals (e.g., primary development milestones that must be complete in order to apply for/secure funds), and an overview of the different stakeholders involved. The goal will be to provide the City with a “roadmap” for implementing the EIFD.

Given the potential need for social distancing, Kosmont proposes to minimize in-person meetings when possible/necessary (e.g., initial kickoff, stakeholder workshops, City Council study session). Other meetings could be held virtually via GoToMeeting, Zoom, Microsoft Teams, or other online software. We have been experiencing positive and productive virtual meetings with clients during the COVID-19 pandemic.

Disclaimer: The potential impact of the Coronavirus on economic and market conditions may be difficult to factor as actual results are difficult to predict in analyses.

PROJECT TIMELINE

Kosmont's anticipated schedule for this project is as follows:

CITY OF PINOLE - COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY PROJECT SCHEDULE																
TASKS	WEEK															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1. Kickoff Meeting / Orientation / Site Tour	X	X														
2. Baseline Economic and Community Characteristics			X	X												
3. SWOT Analysis					X											
4. Stakeholder Meetings / Study Session						X	X									
5. Land Use Planning								X	X							
6. Infrastructure / Transportation										X						
7. Marketing											X					
8. Future Economic and Community Goals												X				
9. Comprehensive Economic Development Strategy													X	X		
10. Final Report / Virtual Presentation															X	X

Optional Tasks 11 and 12. In-Person City Council Presentation and Preliminary EIFD Feasibility:
If so desired, a separate budget and timeline will be provided for these tasks.

SECTION 5. FEE PROPOSAL

CITY OF PINOLE - COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY BUDGET

			President	SVP / Sr. Advisor	Vice President
TASKS	Cost/Task	Hours/Task	\$345	\$305	\$210
1. Kick-off Meeting / Orientation / Site Tours	\$7,490	26	8	10	8
2. Baseline Economic and Community Characteristics	\$12,490	48	8	14	26
3. SWOT Analysis	\$5,025	18	5	6	7
4. Stakeholder Meetings / Study Session	\$10,045	33	9	20	4
5. Land Use Planning	\$7,490	26	8	10	8
6. Infrastructure / Transportation	\$2,750	10	2	4	4
7. Marketing	\$2,750	10	2	4	4
8. Future Economic and Community Goals	\$2,750	10	2	4	4
9. Comprehensive Economic Development Strategy	\$10,125	35	10	15	10
10. Final Report / Presentation	\$5,025	18	5	6	7
TOTAL ESTIMATED BUDGET (core scope)	\$65,940	234	59	93	82
(OPTIONAL) 11. In-Person City Council Presentation	TBD	NOTE: Duties may be allocated between tasks and team members as deemed appropriate by Kosmont's Project Managers in order to adequately provide services to the Client and stay within budget. If needed, additional team members may be assigned to work on this project in a support or research role.			
(OPTIONAL) 12. Preliminary EIFD Feasibility	TBD				
Reimbursable Expenses (including travel)	\$2,000				
TOTAL (core scope)	\$67,940				

KOSMONT COMPANIES 2021 FEE SCHEDULE

**Professional Services**

Chairman & CEO	\$375.00 / hour
President	\$345.00 / hour
Senior Vice President/Senior Advisor	\$305.00 / hour
Vice President	\$210.00 / hour
Senior Project Analyst	\$195.00 / hour
Project Analyst/Project Research	\$165.00 / hour
Assistant Project Analyst/Assistant Project Manager	\$125.00 / hour
Project Promotion/Graphics/GIS Mapping Services	\$ 95.00 / hour
Clerical Support	\$ 70.00 / hour

- Additional Expenses**

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
 - 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
 - 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
 - 4) Consultant's **attendance or participation at any public meeting**, whether such participation is in person, digital, video and/or telephonic (e.g., City Council, Planning Commission, Public Agency Board, other) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this on this rate sheet.
- **Charges for Court/Deposition/Expert Witness-Related Appearances**
Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2021.



SECTION 6. REFERENCES

RELEVANT PROJECT REFERENCES

Kosmont has 35 years of public and private sector experience and in-depth expertise in economic development, real estate market studies, public private project development, fiscal / economic impact, and public municipal finance services to support our client needs. Kosmont is well acquainted with City's local and regional economic context having previously, and/or is currently, providing various economic services for Northern / Central California clients including the cities / counties of Brentwood, Buellton, Daly City (Economic Strategy), Dixon, Fresno (EIFD), Manteca, Mountain House (CSD), Napa (EIFD), Pittsburg, Richmond, Sacramento, San Francisco, Sausalito (Land Economic Study), Scotts Valley (Developer evaluation), St. Helena (Downtown strategy), Union City (Retail zoning), and Yolo.

Our Berkeley office location in addition to our work in the area will enable us to ramp up expeditiously and add significant value on assignments. We will utilize our combined experience to achieve the desired results. The project descriptions provided here and on the following pages along with their references are only an abbreviated sample of Kosmont's extensive experience, knowledge, and capabilities highlighting the various types of services we offer as it relates to the City of Pinole.

CITY OF SAUSALITO: *Land Economics Study*

CLIENT: CITY OF SAUSALITO, 420 Litho Street, Sausalito, CA 94965
 REFERENCE: **Yulia Carter**, Assistant City Manager / (415) 289-4105 / ycarter@sausalito.gov
 and/or **Brian Moura**, Project Manager, RGS, (650) 995-6249 / bmoura@rgs.ca.gov
 PROJECT DATES: 11/2019 - 06/2020 COST: \$69,000

In 2019 the City hired Kosmont to do a Land Economics Study focusing on three major business districts to identify how they are likely to evolve based on market forces and success of potential development strategies.

- The Downtown District is a popular visitor destination, but has seen declining visitor traffic and sales in recent years, while tenants face high rents
- Caledonia Street is well-loved by the community as a main street destination, but has seen retailers struggling with high rents, vacancies, and attracting sustainable levels of patrons
- Marinship is home to a diverse mix of businesses that include Architects, Creative Agencies, Business Services, Fine Arts, Industrial, Marine, Restaurants and Other Uses.

The Study will help guide the City in the creation of an Economic Development Strategic Plan to assure long term economic health of the community. It will also be used to evaluate current zoning designations and land use regulations.

SAMPLE WORK PRODUCT:

[Sausalito Land Economics Study](#)



CITY OF DALY CITY: Economic Development Strategy & Real Estate Advisory

CLIENT: CITY OF DALY CITY, 333 90th Street, Daly City, CA 94015

REFERENCE: **Tatum Mothershead**, Director of Economic and Community Development
(650) 991-8159 / tmothershead@dalycity.org / [SEE FOLLOWING LETTER OF RECOMMENDATION]

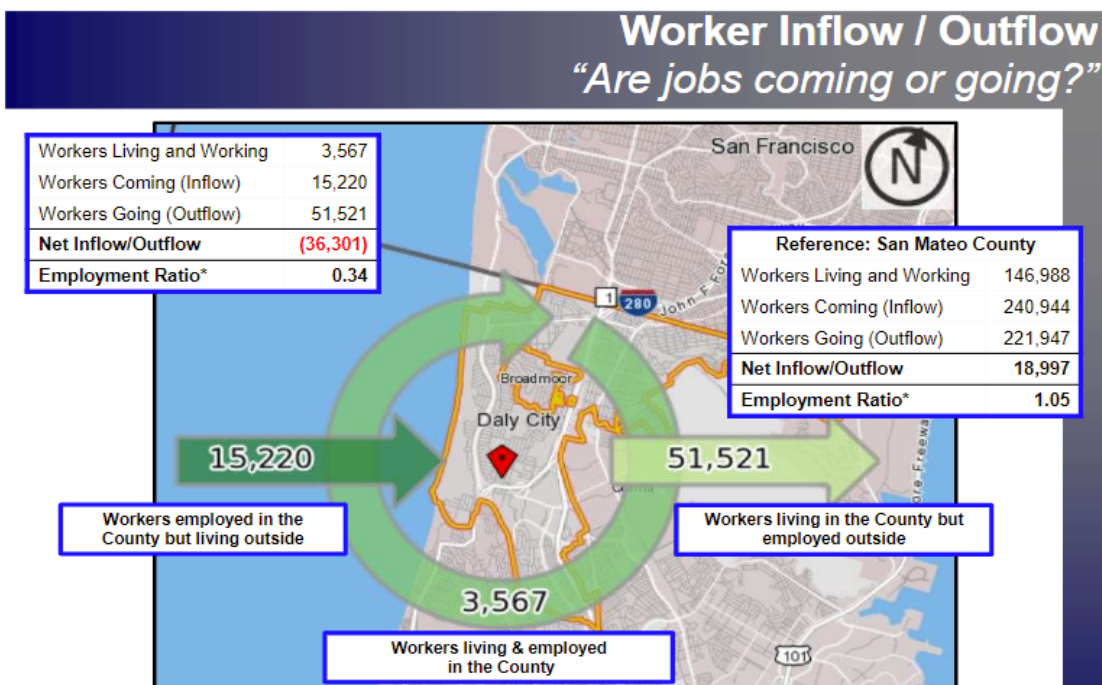
PROJECT DATES: 10/2016 - current advisor COST: \$75,000 / year

Kosmont prepared a city-wide Economic Development Strategy in January 2017, updated the strategy in November 2018 and presented the Strategy to City Council in February 2019.

In conjunction with the Strategy, Kosmont was retained by Daly City for developer targeting and outreach related three (3) opportunity site properties listed in the Successor Agency Long Range Property Management Plan (LRPMP) designed for future development, along with two (2) listed for sale (sold by Kosmont licensed brokerage firm). The opportunity sites include a hotel location, an office / auto related use, and a residential project. The hotel opportunity site is prominent and targeted for a full-service hotel adjacent to BART transit station.

As part of implementation, Kosmont prepared market supply and demand analysis for targeted land uses, including a dedicated hotel market analysis, evaluating historical and projected future supply and demand of hotel rooms by chain scale / service category. Kosmont also drafted and distributed a Request for Qualification and Proposals (RFQ/P) to the targeted developer and hotelier community. Kosmont reviewed and ranked developer/hotelier responses and assisted with interviews and initial public-private transaction negotiations. The City entered into three separate Exclusive Negotiation Agreements (ENA) with selected developers and Kosmont continues to assist City with Development Agreement negotiations on four sites. As part of ENA and DDA negotiations, Kosmont reviewed several iterations of hotel development pro forma analyses and provided feedback on accuracy and reasonableness on revenue, occupancy, cost, and profit assumptions in light of current market and economic conditions. Ultimately, three DDAs were approved by City Council in 2020.

SAMPLE WORK PRODUCT: [Daly City - Econ Dev Strategy](#)



*Employment Ratio = People employed within County (living and working in County + those who come into the County for work) / 173 of 325
Employed population of County (living and working in County + workers who live in the County, but work outside of the County)
Source: U.S. Census Bureau Center for Economic Studies (2015)

LETTER OF RECOMMENDATION



CITY OF DALY CITY

333 - 90TH STREET

DALY CITY, CA 94015-1895

PHONE: (650) 991-8000

July 8, 2020

To Whom it May Concern:

RE: Letter of Recommendation for Kosmont Companies

Since August of 2013, Kosmont Companies has masterfully provided economic development and real estate advisory services to the City of Daly City and the Successor Agency to its Redevelopment Agency. Kosmont's work began with the preparation and adoption of the Long Range Property Management Plan, which included two (2) properties for immediate liquidation and three (3) properties to be retained by the City for future development.

Kosmont Realty, a California licensed broker, co-listed and successfully sold both liquidation properties in 2017. Kosmont Companies developed and managed an extensive developer solicitation process that involved Requests for Qualifications (RFQ) and Proposals (RFP) for the three (3) future development properties. After lengthy due diligence, developer selection, and negotiation periods as part of Exclusive Negotiation Agreements (ENAs), successful Disposition and Development Agreements (DDAs) for the following key projects were approved by City Council in 2020:

1. Landmark Phase II at 6401 Mission Street for the development of approximately 170 residential dwelling units by Equity Residential
2. Pacific Plaza Office at Junipero Serra Blvd. and Westlake Ave.:
 - a. Development of a mixed-use reception and events facility by Duggan's Serra Mortuary and Sierra Enterprises (separate DDA)
 - b. Development of a Carvana Automobile Vending Machine and Fulfillment Center of approximately eight stories by Thunder Village Property II LLC (separate DDA)

Kosmont worked closely with City staff and Council during numerous meetings, Closed Sessions and Public Hearings for project approvals, including preparation of 52201 Summary Reports for Economic Opportunity. Kosmont continues to advise the City on the proposed Pacific Plaza Hotel at Junipero Serra Boulevard and John Daly Blvd. for the development of a hotel of approximately 200 rooms (existing ENA / DDA negotiations).

A big thank you to the Kosmont crew ... we couldn't do all of this without you!

With Kosmont's technical and thought leadership, Daly City has been able to significantly advance and achieve the City's economic development objectives over the past seven years. We are pleased to endorse Kosmont for their real estate and economic development expertise, trusted advisory services, and collaborative approach. Please feel free to reach out with any questions regarding our experience with Kosmont at tmothershead@dalycity.org or 650-991-8034.

Sincerely,

A handwritten signature in black ink, appearing to read "Tatum Mothershead".

Tatum Mothershead
Director of Community and Economic Development, City of Daly City

CITY OF BUELLTON: *Economic Dev. Services / Market Analysis / Kosmont Retail NOW!®*

CLIENT: CITY OF BUELLTON, 107 W. Hwy 246, Buellton, CA 93427
 REFERENCE: **Scott Wolfe**, City Manager - (805) 686-0137 / scott@cityofbuellton.com
 and/or **Marc P. Bierzinski**, Former City Manager - Cell: (805) 686-7429
 PROJECT DATES: 07/2013 – current advisor COST: \$40,000 / year

Kosmont was initially retained by the City of Buellton in response to a Request for Proposals for the preparation of a Market & Economic Analysis and Economic Development Implementation Plan (Plan). Kosmont was later retained for the initial implementation of the Plan, including recruitment of targeted retailers/developers (e.g., Habit Burger) for identified development opportunity sites within the City (e.g., Crossroads at Buellton Village).

Kosmont collaborated closely with the Buellton Visitors Bureau/Chamber of Commerce to identify development opportunity sites, prepare marketing flyers, solicit retailer interest and conduct developer outreach at ICSC conferences in Monterey, San Diego, and Las Vegas over the past 7 years.



Kosmont collaborated with the City on a planning team to prepare and implement a Specific Plan and utilize an Economic Development tool known as a Development Opportunity Reserve (D.O.R.®), along with complementary funding tools, to induce private investment into the Avenue of Flags downtown district.

Kosmont assist City in negotiation of a development agreement for a catalyst project in 2020 and continues to serve the City as an economic advisor.

SAMPLE WORK PRODUCT:

[Buellton-Economic Development Strategy & Implementation Plan](#)

EXCERPT FROM LETTER OF RECOMMENDATION:

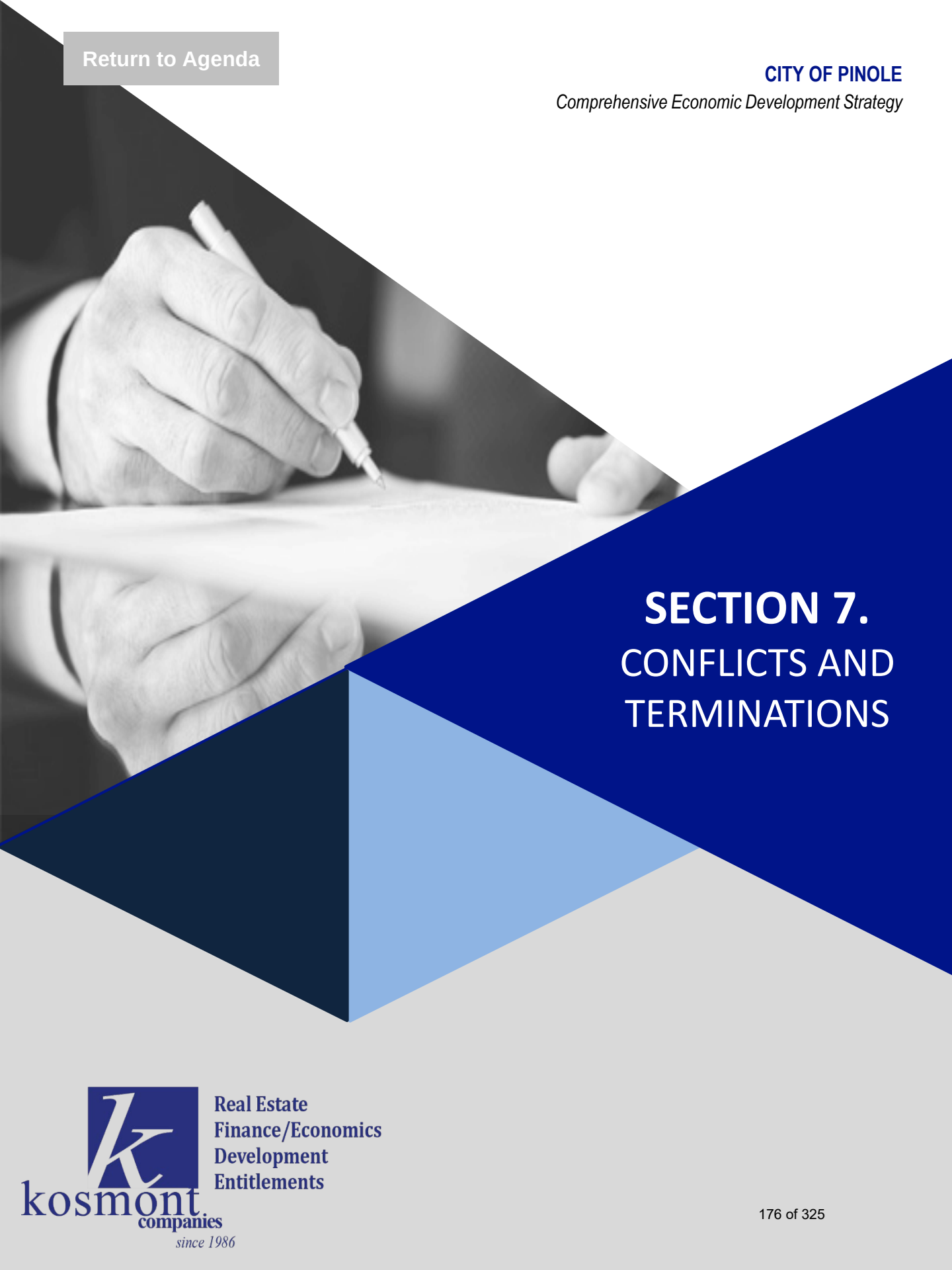
"I would be pleased to recommend Kosmont Companies to any prospective client seeking to use their services."

- Marc P. Bierzinski, Former City Manager, City of Buellton



CROSSROADS VILLAGE CENTER
BUELLTON, CA



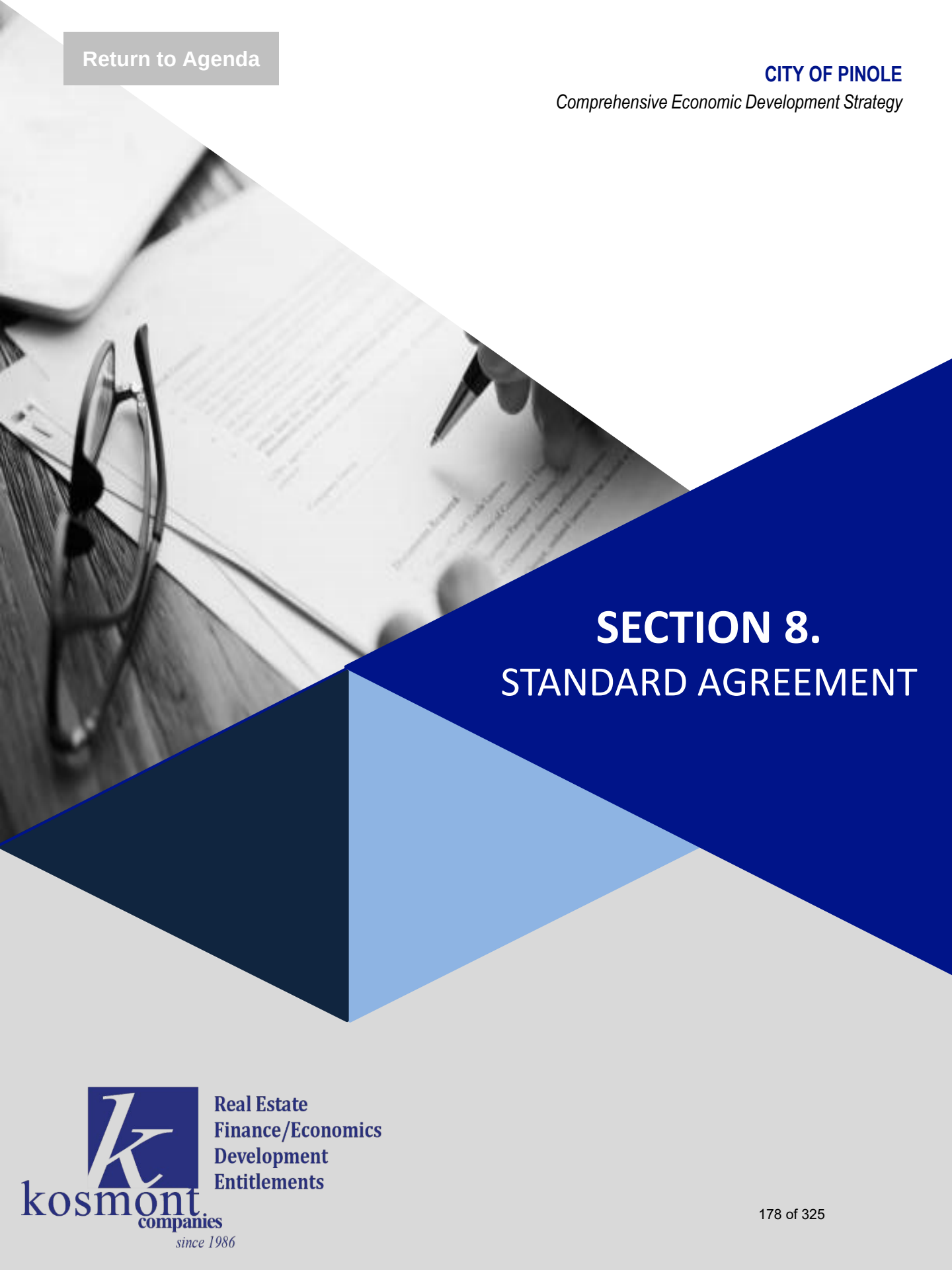


SECTION 7. CONFLICTS AND TERMINATIONS

CONFLICTS AND TERMINATIONS

As requested in the RFP, Kosmont & Associates, Inc. affirms that it has no existing or potential conflicts of interest that may arise from the firm's work on this project, and also affirms that Kosmont & Associates, Inc. has no instances of work on any contract with a public agency that has been terminated by the agency within the past five years.

If awarded a contract, Kosmont & Associates, Inc., would request that in Section 10.7 of the City Standard Consulting Services Agreement, that the City Attorney's Office agree that Sub-section "a" would apply and be initialed accordingly.



SECTION 8. **STANDARD AGREEMENT**

STANDARD AGREEMENT

As required in the RFP and if awarded a contract, Kosmont & Associates, Inc. is willing to comply with all the requirements and has the insurance coverages that meet City's requirements (and exceeds the City's requirements for General Liability and Errors and Omissions), with the following exceptions or reservations to the City's Standard Consulting Services Agreement (included in Attachment A of the RFP) to be more consistent with the limited scope, duration, and advisory nature of the proposed professional services:

1. Request that Section 5 be modified with the indicated strikeouts below, for clarification purposes and to not leave the indemnification liability open ended beyond Kosmont & Associates, Inc.'s robust insurance coverages:

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

2. Request that In Section 8.6, the underlined words below be added to the end of the sentence, for clarification purposes so as not to leave the term open ended:

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement, for a period not to exceed four years from the expiration or termination of the Agreement.



Request for Proposal

City of Pinole: Comprehensive Economic Development Strategy

April 30, 2021

REPRESENTATIVE

Michael Abbate

Strategic Initiatives Specialist



Letter

The team at Marketing Alliance is enthusiastic to respond to this opportunity to grow your diverse community with data-driven and stakeholder-validated economic development strategies. As a leader in economic development strategy and marketing solutions, our history of 19 years in the field of economic development has provided us with the experience to advance your economy in ways few other providers can. Our 14 team members will act as an extension of your team, completing a critical plan and path forward with a new Comprehensive Economic Development Strategy.

As we have begun to research your community, we understand that the City of Pinole has not previously prepared an economic development strategy, and the City has not had a formal economic development function since 2012. We are pleased to read that you will soon assign a staff person to spearhead economic development activities. Marketing Alliance is especially strong in situations where there is a culture change and new approach to economic development, and the time is right to help pivot the Pinole economy with a clear value proposition defined, and a clear action plan created. This is where we excel.

Our work will begin with identifying the city's current economic and community characteristics, including existing strengths, weaknesses, opportunities, and threats. We will define the assets of the City of Pinole, including physical-, policy- and talent-based attributes. With an understanding of the baseline of where the city is today, we can use data discovery to define the future economic development landscape and ideal composition of the community. Finally, we will create the economic development vision statement and clearly define the action plan and activities needed to succeed in accomplishing defined goals.

By working with 385 communities across the United States, we have the unique advantage to bring a solid approach to the City of Pinole based on experience few other firms can deliver. Our perspective is

one that is unbiased, fresh and data-driven... providing your City an actionable plan based on truths. It's a powerful way to create strategies and it has worked for our clients over the past two decades. We invite you to learn more about us in the following pages and through a phone/video interview. We'd love to earn your business.

Best regards,



John Abbate

Chief Executive Officer

941.347.7412

jabbate@marketingallianceinc.com

Marketing Alliance

201 W. Marion Avenue, Suite 1206

Punta Gorda, FL 33950

www.MarketingAllianceInc.com

941.347.7412

This proposal is valid for ninety days following the proposal due date.

Qualifications

As a leading economic development marketing firm, Marketing Alliance has worked with over 385 economic development agencies, municipalities and Chambers of Commerce in 28 states. We partner with our clients to help them identify their unique value proposition, then craft compelling messages to be seen, liked and trusted. Our full-service team of 14 talented individuals delivers over 200 years of combined experience in economic development marketing.

Marketing Alliance provides comprehensive marketing services that include strategic marketing plans, workforce studies, community profiles, branding & messaging (traditional and new media), highly-targeted digital campaigns, website development, interactive mapping, custom kiosk systems, 3D animation, graphic design, video production, FAA Certified aerial drone video services, and other strategic/creative services.

Our experience includes an ongoing dialogue with site selectors, discussing how they use economic development marketing, videos, websites and interactive maps in their business of location decision making. They've shared with us what they are looking for and what they consider effective economic development marketing. We've incorporated their insights into our strategic and marketing development process.

We attend numerous economic development conferences each year in order to stay up on top of trends and to network with site selectors and local and state officials. Marketing Alliance is regularly invited to share strategic industry insights through conference presentations on such topics as "Visualizing is Selling" and "New Marketing Technology in Economic Development and Tourism". We also participate in leading educational courses such as the University of Georgia Carl Vinson Institute of Government Branding and Marketing course, the University of Southern Mississippi Masters of Economic Development course, and the International Economic Development Council (IEDC) "Economic Development Marketing & Attraction" course.

Key Personnel



John Abbate

Chief Executive Officer

jabbate@marketingallianceinc.com

941-347-7412

John knows American cities and communities by heart, having logged more than a million miles throughout the United States, helping Marketing

Alliance's clients craft powerful marketing messages and compelling narratives that have helped attract audiences across all spectrums.

John has led the company to national prominence as a leader in destination marketing. "I understand that American communities are facing a whole new world of global competition, but I also know that cities and regions, large and small, can compete and win. One thing, however, is key: our doing a good job in giving them every possible competitive advantage we can." John is an active business owner and is engaged in business recruitment, tourism development, and economic prosperity throughout the United States.



David Petr

President

dpetr@marketingallianceinc.com

941-347-7412

David offers clients of Marketing Alliance a unique, hybrid set of talents that brings together 25 years of experience in advertising and economic

development. After receiving two degrees in advertising from the University of Illinois and the University of Texas, David worked for two advertising agencies in Austin, Texas, where we earned numerous industry awards for his copywriting and creative product. He would go on to opening his own advertising agency, and then be inspired to pivot into economic development marketing and leadership.

In the last decade, David has transformed three economic development organizations as CEO, navigating the complex environment of each jurisdiction while achieving record-setting results through a data-driven, marketing-centric approach. With this experience, David helps create relevant and engaging solutions that lead to measurable business development opportunities. He is an authentic storyteller



MarketingAllianceInc.com

who breathes life into the narrative of places around the globe, providing a futuristic, possibilities-driven perspective for growth.

David was the inaugural CEO of the Montgomery County Economic Development Corporation in Greater Washington D.C., where he helped the community land on the Amazon HQ2 shortlist.



Elaine Silverstone

Economic Development Strategist

esilverstone@marketingallianceinc.com

941-347-7412

Elaine has dedicated her career to improving systems with a thoughtful and analytical approach to problem-solving. Her can-do attitude informs a creative, data-driven solution to consultancy. With areas of expertise including education implementation and policy, workforce development and economic initiatives, Elaine has worked at both private and public companies with some of the largest states, cities and local agencies from urban to rural settings to affect change in a meaningful and sustainable fashion. Her commitment to diversity and inclusion can be seen in projects designed to fill achievement gaps and widen opportunities for all. A lifelong learner, Elaine practices what she preaches. When a move to the west coast took Elaine from New York City to Las Vegas, she took advantage of the opportunity to pursue a Ph.D. in Public Policy from UNLV's School of Public Policy and Leadership. During this time, she has worked at Brookings Mountain West, an outpost of the Brookings Institution working on a range of research endeavors that include transportation, economic and workforce development, and education platforms. A particular strength of Elaine's is fostering partnerships aimed to support goals of an organization. Her public speaking experience and published writing skills are notable, as well.

Elaine lives in Las Vegas with her husband, an entertainment executive. She is devoted to family and friends, loves traveling, and is a natural connector excelling at networking and bringing together exciting minds whether for professional or personal gatherings.



Leigh Howe

President, Applied Marketing

leigh.howe@appmktg.com

317-848-2075

Leigh Ann Howe joined Applied Marketing, as managing partner, in 2004. She has over 25 years of industry intelligence, target market analysis, company research, and database management experience serving economic development organizations and foreign investment clients.

Prior to joining Applied Marketing Sciences, Leigh served as Chief Operations Officer of Whittaker Associates, Inc, an economic development consultant firm, where she directed the research operations and led numerous economic development projects.

She graduated with honors from Ball State University. She left Ball State with a degree in Marketing and earned her Masters of Business Administration, from Michigan State University.



Matt Felton

President, Datastory

matt@datastoryconsulting.com

443-266-6216

Matt Felton is Datastory's President and Founder. He is a GISP with more than 25 years of GIS experience using Esri ArcGIS Software. His expertise is tapped regularly by clients, Esri staff, and industry conferences, where he frequently speaks about best practices for GIS in business.

Matt serves on Esri's Partner Advisory Council and is a founding member of Esri's Business Advisory Council.

Headquartered in Baltimore, Datastory has a combined 50 years of GIS experience and comprises expert GIS specialists who leverage the full range of Esri technology to solve problems for our clients and partners. Our work includes data curation, data visualization, spatial analysis, data science, storytelling, and app development.

Scope of Work

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis

Working with previous discoveries in the market and business intelligence portion of our work, the team will coordinate with business, government and community leaders to define four categorical areas related to the City of Pinole, including positives and negatives related to prosperity creation. This data-driven collection of information will be accomplished through ESRI-based data sets, visualized for quick problem solving and through stakeholder interviews. Through work with hundreds of clients across the United States, we recognize that this is the most significant work to present a truth-based, unbiased set of data points to formulate goals, objectives and strategies for leaders, government entities and organizations in the region. The work will include:

- Intelligence-gathering phase to include baseline economic and community characteristics, including existing challenges and assets
- Data exploration through quantitative tools, including ESRI data, EMSI data and other government sources we have custom curated
- Business and market intelligence gained through stakeholder input through one-on-one, focus groups, etc.
- Integrating best practices from experience gained from strategic work in 385 communities
- Report writing and presentation to leadership for refinement

Recovery and Resilience Plan

In the development of the Comprehensive Economic Development Strategy document, we recognize that it needs to be amplified with a complimentary section that defines the assets and needs of the region, including physical and critical infrastructure. Identifying key economic assets in Pinole's region is important in the development of a responsive plan should a factor threaten the asset.

The team at Marketing Alliance will work with Pinole's personnel in the development of this plan, focused on creating a roadmap to recovery, however that might look. Establishing economic resilience in a local or regional economy requires the ability to anticipate risk, evaluate how that risk can impact key economic assets, and build a responsive capacity. Challenges we will overcome in the development of resiliency strategies include, but are not limited to: talent outmigration, sustained overreliance on a singular industry coupled with sudden industry decline, climate change, macroeconomic factors, crime, war and pandemic/health threats.

Marketing Alliance will create new CEDS content guidelines as a framework to incorporate resilience into the long-term economic development plans of the region. These will include specific actions to bolster long-term economic durability (steady-state initiatives) and share information and convene stakeholders to collaborate on key challenges (responsive initiatives). We will use traditional data

sources including ESRI data, and will present discoveries using data visualization technologies where it's appropriate to communicate with stakeholders. This quantitative analysis has delivered significant results for clients, including COSTEP and the City of Henderson most recently, which are highlighted in our Case Studies section of this response. This exercise will identify the City's optimal future economic and community characteristics.

Strategic Implementation Plan

Most important, the team at Marketing Alliance will prepare an implementation plan that incorporates the recommended marketing objectives, targeting strategies, talent development strategies, and other intelligence-confirmed approaches to leverage economic growth in the region to meet/exceed economic development goals and objectives in Pinole's region. Our work will be collaborative in nature and based in the truth of the place and its people, with a clear road map for execution. An economic development vision statement and Intelligence Summary Document/ Comprehensive Economic Development Strategy document will be developed.

Marketing Alliance will be mindful of the following in this process:

- Pinole's proximity to the San Francisco Bay area and its diverse population
- The prospect of "green" focus economic development approach
- Local and regional retail
- Pinole's historic downtown and its proximity to major highways
- Pinole's approach to multi-modal transportation and pedestrian friendly downtown
- Growth strategies for the chamber of commerce
- Advantages of broadband as an asset for economic development
- Strategies using enhanced infrastructure financing districts as an economic development tool
- Strategies to engage and collaborate with subregional and regional EDOs
- Branding strategies
- Strategies for increasing revenue via the wastewater treatment plant
- Approaching the prospect of utilising Pinole's aging capital infrastructure and undeveloped/underused assets
- Provide local residents and businesses to have opportunities to provide input regarding the City's current characteristics, optimal future, and recommended activities toward economic development

TARGET INDUSTRY ANALYSIS

Economic Base Analysis

Our Team will provide an Economic Base Analysis to fully understand the current conditions of the Pinole/Bay region and the trends over time. Demographic and economic data will be analyzed, presented, and summarized. Significant trends will be noted and examined. The follow areas will be covered within the study:

- Population
- Age
- Income
- Educational Attainment
- Race / Ethnicity
- Commute Patterns
- Establishment and Job Growth
- Employment by Industry Sector
- Earnings by Industry Sector
- Occupations
- Top Employers

Analyze the Employment and Industry Base

Our methodology to identify Target Industries combines qualitative and quantitative analysis. We will seek first to understand the unique assets and challenges of the City of Pinole. The Economic Base, SWOT, and other analyses completed in the previous step will provide insight into the process. We will perform analysis on employment and the industries in the region to understand the current market, as well as look at past growth trends and future projections. We will analyze economic and industry information, workforce, demographics, and trends. Our Team will perform analysis using data from JobsEQ or EMSI, Bureau of Labor Statistics (BLS), Bureau of Economic Analysis (BEA), Dun & Bradstreet, and other resources as needed. Analysis will be performed as part of the methodology include:

- Growth or decline in employment by industry, in the region, and nationally within the industry
- Base industry percentage of employment, compared to the surrounding region, the state, and the country
- Occupational employment statistics
- Location quotient
- Industry overviews, trends, and forecasted growth

Identify Target Industries

Our Team will identify, confirm, add or remove current target industries for the City of Pinole based upon the industry base analysis, the workforce analysis, the available assets of the region, the regions strengths and challenges, regional input, and the projected growth of the industries. Unique area assets will be leveraged.

Our process will factor in feasibility and desirability; in other words, what do the assets support now and what is the vision for the future. Our team will identify the best industries and companies taking advantage of strengths and assets as they are today, taking into account what tomorrow will bring. The process will present the City of Pinole with the best opportunities for success by prioritizing the industries to target. Any industry sub-sectors or emerging industries projected for exceptional growth will also be noted and factored into the strategies and recommendations.



Develop Industry Profiles

Our Team will provide Industry Profiles to Pinole for all recommended targets. Industry Profiles will provide an understanding of location decision factors for the industry. In addition, a guide to choosing companies best suited, for marketing, existing business outreach, and lead generation activities, by outlining specific company characteristics. The profiles will include:

- Rationale for selecting each target industry
- Industry definition, with key words/phrases along with relevant NAICS codes
- Industry overview, performance outlook, and competitive landscape
- Targeting criteria and search strategy for the identification of the best target companies within the industry sectors
- Industry specific lead generation strategies and best practices
- Business retention and expansion strategies with target industries

The Profiles will provide a guide to targeting the industry including a clear path to identifying active, growing companies within the industry. The Profile can also be used to create relevant industry messages communicating the strengths of the area to address the greatest needs of the targeted companies.

Target Company Records

Our Team will develop a target list of 250 SmartLeads™ from our proprietary database and information resources. SmartLeads™ are fully researched target prospects representing the strongest leads within target markets and industry sectors. Profiled companies from each industry sector will be researched and filtered by recently reported business activity events that are typically predictive of a company being more likely to have a need for relocation or expansion.

Such events include recent mergers and acquisitions, executive changes, new product announcements, major contract announcements, new technology development, new market development, regulation/policy changes, and other such business events or activities. This process identifies and ranks higher, those prospective clients having recently experienced one or more events likely to indicate a need for a new facility.

SmartLeads™ contain company information including company name, address, contact information (up to 3 senior executives including the real estate contact), in-depth business description, NAICS code, sales figures, employment information, growth percentages, location information, among other key company information as defined by the client and our research team.

Fee Proposal

Marketing Alliance proposes to create a SWOT Analysis, Recovery & Resilience Plan, Strategic Implementation Plan, Data Visualization, Economic Base Analysis, Target Industry Analysis , JobsEQ or EMSI Subscription and Target Company Records. Includes in person meetings, key leader focus group, draft reporting and final report generation, and overall project management. The final deliverable will be a Comprehensive Strategic Plan document and a PowerPoint presentation highlighting the key findings.

The Marketing Alliance team will present these findings in person to designated leadership in Pinole.

SCHEDULE:

Week 1

Project Awarded and Administrative Details Completed

Week 2-8

Stakeholder Identification and Outreach

Week 4-12

Traditional Research and Data Collection, Stakeholder Interviews continue

Week 12-16

Strategy Presentation, Input and Refinements

Week 16

Final Strategy Delivered to Client

Estimated Project Time (billed at \$150/hr.): (680 hours) \$102,000
Estimated Hard Costs (Travel, Data Licenses, Administrative): \$18,000
Total Estimated Cost: \$120,000



References

Council on South Texas Economic Progress (COSTEP) – Multi-Phase Assessment, Alignment, Regional Effort Creation, Validation and Marketing Promotion

COSTEP engaged Marketing Alliance to assist in creating a new regional approach to economic development in Rio South Texas, which includes 7 counties in the United States as well as 10 municipios in Mexico. This dynamic region, which shares a border between two countries, has suffered from lack of alignment in business recruitment efforts, and as a result, has missed opportunities to create prosperity for the residents of the region.



Marketing Alliance is currently in Phase 3 of a multi-year project to assess the region, define the economic development ecosystem, validate the need for a new regional initiative, and recruit new members to support the effort. Led by the strategists at Marketing Alliance and with intelligence partner Datastory, a comprehensive economic development assessment was performed. This assessment included demographics, industry analysis, talent evaluation, education pipeline definition, tax environment perspectives and other quantitative data. In addition to this data, Marketing Alliance connected with stakeholders through a strategic survey and direct phone outreach.

The organizational assessment and subsequent report helped to identify the stakeholders in the region who are needed to execute the new initiative. Also included in this study were the specific tactics identified by stakeholders to be most relevant to the new organization. Lastly, governance structure and operations were proposed based on best practices in the industry.

Phase 3 is currently underway, which involves the validation of the regional effort structure and the proposed strategic initiatives. Marketing Alliance is currently building prospect lists based on data and conducting direct outreach. In addition to actionable reports, Marketing Alliance has been communicating with board members and stakeholders through micro-websites, sales sheets, PowerPoint presentations, social media and direct outreach.

Unique to this project is the comprehensive and collaborative nature of this work. Marketing Alliance has been working with COSTEP and aligned partners to define the challenges at hand, and then works to resolve those challenges through strategy and creative product. This effort brings the strategic and creative teams at Marketing Alliance very close to the stakeholders in the region to foster alignment and amplification of economic development results. Part politics and part promotion, results have been achieved by relying on data, engaging authentic conversations and creating compelling marketing executions that resonate with the region.

Adam Gonzalez

COSTEP - VP of Operations

956-682-6371

agonzalez@costep.org

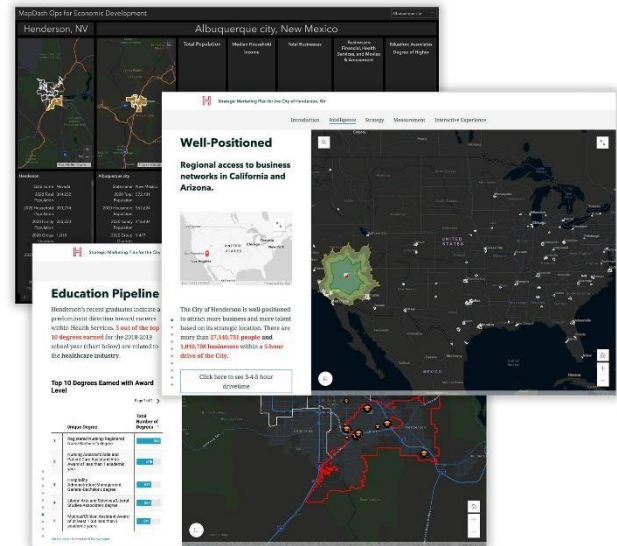


MarketingAllianceInc.com

City of Henderson, Nevada – First-of-its-Kind Interactive Intelligence Experience

As part of a multi-year marketing campaign, the strategists at Marketing Alliance, in partnership with Datastory, has created an online intelligence experience that defines a strategic marketing plan for business recruitment outreach and also gives Henderson economic development leaders two powerful data analysis tools to better prospect companies in target markets. The online intelligence experience created uses the power of ESRI technology and other best-in-class data sources to outline the key strengths of Henderson with noted implications for business development efforts. Data is visualized in a way that allows the client to immediately see opportunities, and backed up with expert analysis from the Marketing Alliance team. Live, fluid and responsive, the online intelligence experience is always current with data, giving Henderson officials the confidence and relevancy needed to make informed decisions.

In addition to the online intelligence experience, where the Henderson competitive value proposition has been defined and the strategic marketing plan is housed, Marketing Alliance has created an online resource called the Hub, where two data tools reside, as well as a growing archive of related data documents and discoveries. These two data tools were custom created for Henderson to analyze business development factors side-by-side with over 180 communities across the United States.



Outside of this competitive tool, stacks of data have been defined and layered into MapDash, a data tool to empower the business development team in Henderson. MapDash is ever-evolving and gaining data sets to guide location-based decisions using real estate overlays, as well as information related to talent availability, cost of living, pro-business culture, housing prices, commute times, and beyond. Because of the relationship with data partner ESRI, there is nearly endless business and marketing intelligence to visualize and use to make informed decisions. Henderson is one of only a handful of communities to have this information, and the only community to have it as part of a powerful online intelligence experience created by Marketing Alliance.

With the online intelligence experience in place, the team at Marketing Alliance, in partnership with Applied Marketing, has defined the target industries and target markets to prospect companies in strategic locations across the United States. This effort is part data science, part direct outreach, and is the type of solution needed for Henderson to grow and diversify its project pipeline. Marketing Alliance is currently focused on the strategic work to define the opportunities for business recruitment, and will soon move into concepting and executing creative projects including a new web site, social media campaigns, dynamic videos, drone photography, direct mail, outdoor, and more as the data dictates.

Derek Armstrong

Director of Economic Development & Tourism

(702) 267-1654

derek.armstrong@cityofhenderson.com

Charlotte County Florida – Driving traffic and delivering leads

A Strategic Partnership. Marketing Alliance has been the agency of record for Charlotte County EDO for eight years and in 2017 conducted a comprehensive branding initiative and marketing strategy. With a fresh brand and industry specific messaging, a series of highly targeted digital campaigns have been in constant motion. The results have been remarkable with a high number of leads generated through these efforts.



Marketing that Matters. Our goal is to differentiate our clients and help them find their unique selling proposition, compete for projects, and win. Ultimately it is all about building relationships and trust, creating jobs and improving the local economy. Marketing Alliance understands our role and embraces the opportunity to be part of the team. The Charlotte County EDO was the 2018 International Economic Development Council's Gold Award winner for Best Economic Development Website and 2018 winner of the IEDC's best marketing for Economic Development Week.

Cleared for Takeoff. Today you can feel momentum in the air in Charlotte County, Florida. Things are happening. Punta Gorda Airport recently completed a multi-million dollar expansion and is now in the top 100 airports based on passengers. The \$500 million Allegiant Sunseeker Resort is under development and will include nearly 700 rooms and 17 unique concept restaurants, bars and cafes, plus a scenic, elevated, public access Riverwalk connecting two Charlotte County parks along Charlotte Harbor. The largest land purchase in Florida history (over 91,000 acres), Babcock Ranch is now welcoming residents and businesses to its innovative community. According to Metrostudy, Babcock Ranch is the #1 master-planned community in Southwest Florida. With a pro-business attitude, leaders willing to invest in the community and fast track approvals, business can be cleared for takeoff in no time.

Dave Gammon

Charlotte County Economic Development Office - Executive Director
(941) 764-4941 dave.gammon@CharlotteCountyFL.gov

Client Testimonials:



Marketing Alliance General Testimonial:

<https://www.youtube.com/watch?v=SsZw9nVtef8>

Conflicts and Terminations

- Not Applicable

Standard Agreement

Marketing Alliance has reviewed and willing to execute an agreement with those terms, including insurance requirements, for this project.

Agreement Terms

Payment Terms

We are providing you with numbers for the specifications included. Unless otherwise noted, this agreement includes charges for all labour, material and services, less hosting, shipping, tax and postage.

Our fees are based on an hourly rate at \$150 per hour for all personnel.

Marketing Alliance bills one-third of the budget at the execution of the agreement, one-third at the halfway point of the project, and last third upon completion.

PROPOSAL

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY FOR THE CITY OF PINOLE

APRIL 30, 2021



CONTENTS

COVER LETTER.....	1
QUALIFICATIONS	2
About RSG	2
Mission Statement	2
Core Values.....	2
Economic Development Expertise	3
Creating & Achieving Strategic Goals.....	3
Response & Recovery Actions	3
Expanding Your Financing Tools.....	4
Designing Community Benefit & Public-Private Partnerships (P3)	4
Special Studies.....	4
Program Implementation	5
Experience with the City of Pinole.....	5
KEY PERSONNEL.....	6
SCOPE OF WORK.....	13
Project Kickoff – Understand the City's Goals and Agree on the Best Approach.....	13
Data Analysis – Collect and Evaluate Recent Local and Regional Economic Development Activities.....	13
Collaboration – Learn from Pinole's Business, Economic, and Entrepreneurial Networks..	14
Facilitation – Assemble Task Force to Discuss Pinole's Needs and City's Roles	15
Prepare and Present Strategy to City Leadership	15
FEE PROPOSAL.....	17
Billing Rates & Fee Schedule	18
REFERENCES	19
Anaheim Business Expansion and Retention Strategy	19
South Gate Economic Development Strategy	19
Santa Ana Economic Development Strategy	19
CONFLICTS AND TERMINATIONS.....	20
STANDARD AGREEMENT.....	20



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

April 30, 2021

Via Electronic Mail

Andrew Murray, City Manager
CITY OF PINOLE
2131 Pear Street
Pinole, CA 94564

PROPOSAL – COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY FOR THE CITY OF PINOLE

Dear Mr. Murray:

In response to your April 5, 2021 Request for Proposals, RSG is pleased to present our scope of services and qualifications to assist the City of Pinole in formulating a comprehensive economic development strategy.

Our strategy involves focused data analytics, determined outreach to key segments of the business community, and early and effective collaboration with local leadership inside and outside City Hall to synthesize a strategy that speaks to Pinole's unique assets and potential for economic growth. Specific components of our approach include the following:

- Analysis of pertinent demographic and economic data including retail and industry sectors, workforce and wages, to identify strengths, weaknesses, gaps and opportunities;
- An understanding of how business and workforce partners see current trends and programming gaps;
- Stakeholder outreach involving interviews and a working group/task force that would collaborate on identifying and prioritizing potential actions and City roles;
- An understanding of the current focus and expected capabilities of City staff that will be assigned to carrying out economic development activities; and
- A succinct, yet comprehensive, strategic planning document that addresses business, infrastructure, workforce, and programmatic needs for optimal success, including a focus on downtown redevelopment and branding/marketing Pinole as a regional destination.

RSG has identified and dedicated staff to commence this project as soon as the City is prepared to proceed. In the meantime, should you wish to discuss any of the information presented, please feel free to contact me directly at tmattthews@webrrsg.com or (714) 316-2111.

Respectfully,

Tara Matthews, Principal

QUALIFICATIONS

ABOUT RSG

RSG, Inc. is a California-based, Subchapter “S” Corporation. Founded in 1979, the firm is currently managed by active Principals Jim Simon and Tara Matthews. We maintain three offices in California, including our main office in Irvine and two satellite offices in Berkeley and Vista.

RSG is a creatively charged counterpart to California public agencies. We work with the people responsible for creating vibrant places to accomplish their goals. The inspired leaders at RSG create stronger communities capable of achieving bolder futures by bringing more than four decades of native knowledge to each engagement. As diverse as the agencies we work with, our services span real estate, economic development, fiscal health, and housing initiatives.

Mission Statement

RSG creates solutions to enhance communities' physical, economic, and social future.

Core Values

Our core values define who we are as people and the standards by which we provide services to our clients. At RSG, we:

- Craft Sincere Relationships
- Only See Opportunities
- Are Driven by Determination
- Make Investments in Ourselves
- Value the Wisdom of our Client

ECONOMIC DEVELOPMENT EXPERTISE

We are passionate champions of effective economic development and have long advocated for it as an essential service of local government. We see our role as technicians and advisors, collaborating with our clients using the necessary but imperfect tools available to communities today.

From developing outcome-focused strategies informed by data and community voices to working as an extension of staff to work closely with small businesses and your local partners, RSG possesses the knowledge and experience to plan, execute, and fine-tune your economic development priorities. RSG clients are often communities where businesses and the workforce are underserved by state and federal programs, where poverty, gentrification, and displacement pose threats to households daily.

RSG's economic development clients have included urban, full service cities creating innovation hubs and transforming industries, to poverty stricken suburban communities recovering from displacement of manufacturing and disinvestment, communities that rely on a robust tourism industry threatened by climate change and recession, to rural and agricultural towns seeking to attract investment and jobs to diversify and offer employment pathways to young adults who must chose to leave for work.

We are not only consultants in the field, but leaders in the industry as well. We give voice to the challenges our clients and communities face in California, as active members of CALED, and by actively developing and influencing legislative initiatives. We share your stories of success with other clients to build capacity and broader successes in the State. Like you, we hope our successes make us obsolete someday where businesses and households can enjoy the fruits of their hard work and drive, but until then, we are proud to be part of a challenging field that brings out the best in us.

Creating & Achieving Strategic Goals

As a small city that wants to invest in economic development, you have many possible activities, projects and opportunities, but which do you focus on now with the resources you have available? This is the fundamental question that RSG aims to answer when we prepare strategic plans for our clients. Using data and the informed stories of your businesses and households, we approach strategic planning as an exercise in prioritization and transparency.

We study broader economic trends on wages, workforce needs, real estate, infrastructure, and land use policy. With our knowledge and relationships across California, we help you expand your capacity by using the strategic planning process to strengthen your partnerships with chamber, business association, state, and federal representatives. We embrace the political realities of working in local government and emphasize the needs for short-term and immediate actions oriented towards a consensus built long term vision of the community's future. Because we are using your tax dollars, we believe ardently that the public and taxpayers deserve at least annual reports on the outcomes achieved and the necessary adjustments to the policies and goals that must take place.

Response & Recovery Actions

With the lingering impact of the COVID-19 economic crisis, reprioritization is a way of life now. RSG is helping our clients update economic development websites and communication tools to more effectively reach the business community, administer small business emergency grant programs, and identify a targeted action plan to industry sectors more vulnerable to the short- and long-term effects of the pandemic and recession.

We can help you sort out what is next for your economic development program once the grants have been given away and the businesses are reopened to a new reality that is still uncertain.

Expanding Your Financing Tools

We know of few places where economic development program funds are part of any annual operating budget for a city or county; yet dedicated resources are critical to success of many projects.

Today's tax increment financing tools are a far cry from the robust resources that hundreds of California communities had prior to the loss of redevelopment nearly 10 years ago. RSG helps our clients understand today's "alphabet soup" of tax increment financing options: EIFD, CRIA, AHA, NIFTI, and others to ascertain which of these is right for your community. We prepare feasibility studies to estimate the potential capacity, costs, and benefits, while showcasing the need for critical partnerships with other taxing agencies to make these resources more bountiful. We draw upon our 3 decades of experience in tax increment financing plus expertise in the current financing tools to help you decide which of these may best fit your needs.

Beyond tax increment financing, RSG also assists our clients pursue a variety of grants from state and federal programs to address technical assistance needs, Brownfields assessment and cleanup, and infrastructure funding. RSG also prepares reports entitlement jurisdictions qualify areas for CDBG eligibility under the HUD's Slum/Blight criteria, enabling them to collect additional Federal block grant dollars for reinvestment in communities.

Designing Community Benefit & Public-Private Partnerships (P3)

While it has its shortcomings for some, capitalism does afford the opportunity to leverage private investment to achieve meaningful public benefits, be they diversification of the local tax base, development of workforce and affordable housing, construction of new public facilities, and other local needs. RSG can help your community understand the potential value of these partnerships to the public by using real estate investment analysis to ensure that any public benefit is reasonable and accounts for the ongoing fiscal impacts of the project.

RSG's clients have relied on our analysis to evaluate potential site-specific subsidies from the taxes generated to incentivize the creation of jobs, investment, and community benefits. In some cases, our clients have realized a yield on the public investment of anywhere from 10 to 100 percent of the public investment.

Under California Health and Safety Code Section 53083, public agencies that assist projects today must prepare an economic development subsidy report and make this report available to the public prior to approving an agreement. RSG prepares these reports, including the fiscal and economic impacts related to the project, and works frequently with the IMPLAN model to extrapolate direct, indirect, and induced employment and investment impacts of new projects.

Special Studies

Change is inevitable, even in communities that have enjoyed decades of economic success. RSG's clients have asked us to study the long-term opportunities for diversification of tourist economies, emerging life sciences, expansion of cannabis industries, and the creation of local small business incubators to help entrepreneurs bring about the businesses of tomorrow.

These special studies are based on credible data on workforce needs, employment demands, real estate, and other factors that influence decisions of businesses to choose where they locate. Often, RSG's work involves not only a market analysis and absorption forecast, but also

recommendations to policy makers on land uses, local tax and fee regulations, and strategic partnerships needed with educational, government, and industry representatives.

RSG also uses “Fiscal DNA” analysis of general fund revenues to help a city understand the taxes that sustain their operations and how these compare to neighboring cities – shedding new light on a different path to understanding economic development strengths and opportunities in communities.

Program Implementation

Resources for economic development are scarce, so it is difficult for some communities to make an ongoing commitment for staffing to carry out the day-to-day duties of being an economic developer. For some of our local economic development clients, RSG functions as an extension of staff, meeting with businesses, promoting programs and organizing updates for social media and your stakeholders. We help staff be more effective by taking on outreach to SBA, SBDC, SCORE, and other regional or state partners.

In one community, we helped attract SCORE to host workshops with the City and Chamber to help small businesses with business planning, capital budgeting, and other entrepreneurship fundamentals. In another, we coordinated the first workshop with small Latinx business owners to discuss their needs for technical assistance.

EXPERIENCE WITH THE CITY OF PINOLE

RSG is proud of the diverse communities we have served over the years, especially the City of Pinole where we have assisted with selling four Old Town Pinole properties, issued a Request for Proposals and negotiated agreements to develop affordable housing at 811 San Pablo Avenue, advised on the expenditure of low- and moderate-income housing asset funds, and monitored property owner compliance with affordable housing agreements. RSG’s scope of work would build on our understanding of Pinole’s business, real estate, and housing needs gained from our history of collaborating with the City.

Our work in Pinole, in particular, has been extremely fulfilling for RSG staff. It has been exciting to assist the City with leveraging its Housing Successor assets to promote the development of affordable housing; our work resulted in the pending 33-unit development at 811 San Pablo Avenue. RSG’s property disposition services to sell four Old Town Pinole properties makes us intimately aware of the Pinole real estate market and commercial core. We spoke with over 70, and met over 30, potential buyers interested in investing in Pinole’s business community. This experience gives us a solid foundation for understanding the needs of potential new business owners attracted to Pinole, many of whom were small business entrepreneurs with dreams of opening or expanding businesses essential to their well-being. We have recognized that Pinole is a community that passionately supports small local businesses, and which may benefit from increasing education/resources that meet the needs for new/small business owners. In our efforts to assist the City as it seeks investment and redevelopment of small infill lots, we fully appreciate there are both challenges and opportunities that will benefit from a focused economic development strategy.

We share the determination expressed by the RFP, City leadership, and community discourse about Pinole’s potential and future. We see our role as not an outside expert (there are plenty of them) but as your partner who will work with the “super mentors”, community champions, economic development partners, and the City to synthesize an economic development strategy that is not just City Hall’s, but all of Pinole’s to share.

KEY PERSONNEL

We have assigned five members of our consulting team to this engagement, led by Principals Tara Matthews and Jim Simon, and including Mark Sawicki, Director, Suzy Kim, Senior Associate, and Alan Ale, Analyst. RSG may assign other staff as necessary to conduct technical research involved in this strategy.

Tara Matthews, Principal, will be responsible for overseeing all work product and services provided to the City. In this capacity, Ms. Matthews would review deliverables and confer with senior City staff and the consulting team at key project stages and decision points. Ms. Matthews would also attend presentations, workshops, and internal meetings on an as needed basis.

Ms. Matthews has experience working with many Bay Area clients including a long-term relationship with the City of Pinole. Recent economic development engagements include facilitation services for Innovate78, a regional collaborative in Northern San Diego County aimed towards attracting and retaining businesses in the region; working with the City of El Monte on a tax financing district including the preparation of a community engagement plan; and analyzing the feasibility of attracting a major grocery store to a lower income community in the Central Valley.

Jim Simon, Principal, will serve as a senior advisor to the team, providing valuable insight, perspective, and expertise from his 30-year career in local economic development. Mr. Simon is a CALED Advisory Board member and 40 in 40 Honoree, recognized for his contributions to the industry in California. Mr. Simon today largely focuses his work on transactional projects such as land assembly, development feasibility and financing, and infill development strategies that can transform local communities.

Mr. Simon is proud to have current assignments with several Bay Area communities, including Hercules, Belmont, Pleasant Hill, San Carlos, and South San Francisco. Recent economic development clients include Belmont (located on the Mid-Peninsula area of San Mateo County), South Gate (a largely Latinx community with a relatively large number of small businesses), Irwindale (a smaller city best known for its industrial base and mining pit operations) and Westminster (a diverse Orange County community with a successful Little Saigon business district).

Mark Sawicki, Director, will serve as Project Lead for this engagement, overseeing data collection and analysis, guiding stakeholder outreach and working group/task force meetings, and synthesizing and then presenting results into a clear and focused strategic action plan.

Mr. Sawicki has forged a unique 30+ year career across both the public and private sectors, from real estate asset management and small business startups to economic and community development, which informs his approach to municipal consulting services. His work includes economic development policy analysis, fiscal and economic impact analyses, municipal service reviews, real estate advisory services, developer selection and negotiations, public private partnerships, and affordable housing development.

Mr. Sawicki joined RSG in 2020 after senior leadership roles in economic development, community development, workforce development, and housing with the cities of Oakland, Vallejo, and San Carlos. Before his City staff roles, he was a Bay Area-based consultant for California cities, counties, and redevelopment agencies. Some of Mark's recent experience includes spearheading adoption of the City of Oakland's first

economic development strategy in 20 years; negotiating for the acquisition, sale, lease, and development of property for more than 15 public/private development projects aggregating over 2,500 homes and 2 million square feet of commercial space; advancing an economic development strategy for the City of Vallejo, including redevelopment and base reuse plans for the former Mare Island Naval Shipyard; directing a branding and marketing campaign for the City of San Carlos, and staffing its Economic Development Advisory Committee.

Suzy Kim, Senior Associate, will assist Mr. Sawicki with managing this engagement. Ms. Kim is responsible for schedule management, document review, and day-to-day contact with the client and the RSG team. Technically, Ms. Kim would work closely with Mr. Sawicki and the client on prioritizing emerging strategies and actions.

Ms. Kim has worked on multiple economic development strategies throughout California, most recently for the City of Belmont. Ms. Kim is a member of the California Association of Local Economic Development (CALED)'s Economic Development, Finance, and Real Estate (EDFRE) committee. The EDFRE committee is a panel of experts who advise CALED on legislative efforts and prepare resources for economic development professionals. Ms. Kim manages other projects for the City of Pinole, including property disposition services for the Old Town Pinole properties and 811 San Pablo Avenue.

Alan Alé, Analyst, is experienced in collecting, vetting, and analyzing data from several credible government and third-party sources for our economic development activities. For this project, we believe data is a critical component to understanding the dimensions and trends of local economic and business needs, and Mr. Alé would be able to rely on past experience to perform these tasks in an effective and efficient manner.

Fluent in Spanish, Mr. Alé recently analyzed industry subsector data for strategic and targeted business retention and attraction efforts for Anaheim, including GIS and graphical analysis of average wages, employment growth, industry trends, and business types for outreach and marketing. Mr. Alé prepared follow up analysis of at-risk businesses and subsectors shortly after shelter-in-place orders were put in place in response to the COVID-19 pandemic. Mr. Alé has worked extensively with QCEW (local workforce) data that is useful to understand typical wages across various industry subsectors, as well as IMPLAN, Moody's and EDD employment forecasts, and Dun and Bradstreet industry profiles.

Resumes of the RSG team assigned to this project are included for your perusal.



TARA MATTHEWS

Principal & Vice President

714.316.2111

tmatthews@webrsg.com

PROFILE

"I enjoy problem solving and working with people who make things happen to improve their community. Seeing a project that I worked on come to fruition is very exciting. I can say, "I helped make that happen!"

OUT & ABOUT

San Diego Housing
Federation/Policy Committee
and Conference Speaker

The Kennedy Commission

California Association for
Local Economic Development

California Property Tax
Managers Association, Annual
Conference Speaker

California State Municipal
Finance Officers, Speaker

Non-Profit Housing
Association of Northern
California

SCANPH

ABOUT TARA

Driven by the passion to improve the lives of all sectors of a community, Tara expertly navigates projects with a comprehensive knowledge of community development, affordable housing, and economic development. The complexity of her projects includes property acquisition and relocation services, development impact fee analyses, and the creation and monitoring of affordable housing projects. Tara is skilled at client collaboration, strategic planning, research and analysis, financial projections, report writing, and outreach.

EDUCATION

Tara joined RSG in 2004. She received a BS in Earth Sciences at the University of California, Santa Cruz, and a Certificate in Urban Planning and Development from the University of California, San Diego. Tara is an active member of the San Diego Housing Federation and serves on its Policy Committee. She shares her knowledge and proficiency in municipal finance, economic development policy analysis, and real estate to advance client and community objectives.

RECENT ENGAGEMENTS

Assisted the Innovate 78 leadership group determine the forward direction and measurable outcomes expected from the regional economic development collaborative by designing and preparing a facilitation workshop.

Lead property disposition efforts for city-owned properties, including those subject to surplus lands, housing successor, and redevelopment dissolution requirements. Advise on navigating multiple complex legal requirements while listing properties for sale, soliciting offers, and negotiating sales agreements. Currently assisting Merced, Murrieta, Pinole, and Tulare in such efforts. The sales have culminated in both market rate and affordable housing projects, as well as commercial projects to meet economic development goals.

Conducted an Enhanced Infrastructure Financing District (EIFD) and Community Revitalization and Investment Area (CRIA) feasibility studies for Avalon and Elonte. Determined financial feasibility to complete desired projects. Identified the pros and cons of financing alternatives to reach overall goals. Developed a community engagement outreach plan related to the district adoption process.





JIM SIMON

Principal & President

714.316.2120
jsimon@webrsg.com

PROFILE

"With determination and imagination, I serve myself and others to discover our capacity for what is possible by designing solutions for a complex world so we can cherish and nurture our communities."

OUT & ABOUT

CALED 40 at 40 Honoree for contributions to California Economic Development

Co-Chair, CALED EDFRE Technical Committee

Member, CALED Legislative Committee

"Business Retention and Attraction" – Advanced Certification Program Instructor (CALED)

"Community Economic Development" – Keys Program

ABOUT JIM

Inspired to improve the Golden State in his work, Jim delivers intelligence, innovation and passion to projects requiring his unparalleled expertise in fiscal health, real estate and economic development. For over 30 years, Jim is proud to have led projects that have resulted in the investment of over \$10 billion in private and public capital, transforming cities and communities across California. As President of RSG, Jim is helping to shape the next generation of the firm's legacy - leading RSG's team of inspired, creative and insightful consultants that serve over 100 communities each year.

EDUCATION

Jim joined RSG in 1991 and has served as a Principal and shareholder since 2001. He received a BA in Business Administration with a concentration in entrepreneurial management from California State University, Fullerton.

In 2014, Jim was selected as an Advisory Board member of the California Association for Local Economic Development, where he serves as Co-Chair of CALED's Economic Development, Real Estate and Finance technical committee. Jim is also an Advisory member of the Legislative Committee for the California Association of LAFCOs (CALAFCO), and active in other professional organizations including NAIOP, ICSC, NPH, and SCANPH.

RECENT ENGAGEMENTS

Led the preparation of economic development strategies for the cities of South Gate, Irwindale, Belmont, Santa Ana, Pico Rivera, Oroville, Westminster, Temple City, San Marcos, and La Quinta.

Led acquisition, financing, and redevelopment of a 4-acre Brownfield in San Carlos resulting in development of a 200-room upper midscale hotel and a 120% internal rate of return on the City's investment.

Analyzed and developed deal terms for a disposition and development agreement for a public-private partnership of a \$70 million mixed use project in downtown San Carlos.





MARK SAWICKI

Director

714.316.2194
msawicki@webrsg.com

PROFILE

"I am at my best solving complicated problems, being both logical and innovative, creative and inventive, as I seek to understand, enhance, and improve programs, policies, systems and organizations for the benefit of California communities."

OUT & ABOUT

Urban Land Institute (ULI)

San Francisco Planning and Urban Research (SPUR)

Municipal Managers Association of Northern California (MMANC)

California Association for Local Economic Development (CALED)

Non-Profit Housing Association of Northern California (NPH)

San Diego Housing Federation

SCANPH

ABOUT MARK

Mark seeks to understand complex matters through analysis, synthesizing and summarizing information, developing effective, efficient, and pragmatic policy solutions, and presenting them in clear and persuasive ways. Mark has forged a unique 30+ year career across both the public and private sectors, from real estate asset management and small business startups to economic and community development, which informs his approach to municipal consulting services. His work includes real estate advisory services, developer selection and negotiations, public private partnerships, affordable housing development, fiscal and economic impact analyses, municipal service reviews, and economic development policy analysis.

EDUCATION

Mark joined RSG in 2020 after leadership roles in economic development, community development, workforce development, and housing with the cities of Oakland, Vallejo, and San Carlos. He was previously a San Francisco Bay Area-based consultant for California cities, counties, and redevelopment agencies. Mark was appointed and served five years on the Housing Advisory Commission with the City of Berkeley. Earlier in his career he managed a national portfolio of real estate limited partnership investments and co-founded an outsourced financial consulting and accounting firm.

He earned a Masters in Public Policy from the Goldman School at the University of California, Berkeley, a Certificate in Real Estate Finance and Analysis, and a BS in Finance, cum laude, from New York University.

RECENT ENGAGEMENTS

Spearheaded adoption and implementation of the City of Oakland's first Economic Development Strategy in 20 years, centered on equity, economic security, and support for women- and minority-owned businesses.

Negotiated for the acquisition, sale, lease, and development of property for more than 15 public/private development projects aggregating over 2500 homes and 2 million square feet of commercial space.





SUZY KIM

Senior Associate

714.316.2116
skim@webrsg.com

PROFILE

"I value the close relationships I develop with clients while creating solutions driven by a genuine interest in improving our communities."

OUT & ABOUT

California Community
Economic Development
Association

Association of California Cities
Orange County (ACCOC)

Orange County Business
Council

California Association for
Local Economic Development

Non-Profit Housing
Association of Northern
California

Housing California

SCANPH

San Diego Housing Federation

ABOUT SUZY

Since joining RSG in 2006, Suzy has collaborated with over 80 jurisdictions throughout California, from rural unincorporated areas to large coastal cities. She has a broad range of expertise, regularly advising on projects involving affordable housing, economic development, municipal finance, strategic planning, real estate analysis, and relocation. Suzy is a talented project manager who prides herself on producing quality work for clients that responds to the unique needs of each project. She challenges herself to constantly evolve and learn from the diverse range of projects we have the privilege of working on at RSG.

EDUCATION

Suzy joined RSG in 2006. She received a dual BA in Sociology and Asian American Studies from Scripps College, and a Master of Urban and Regional Planning from the University of California, Irvine.

Suzy anchors RSG's Berkeley office and has worked from the Bay Area since 2009.

RECENT ENGAGEMENTS

Developed an economic development implementation strategy for the City of Belmont. Researched market data and interviewed business community stakeholders to conduct a SWOT analysis and identify the needs of all parties. Created short- and long-term goals to implement the strategy and measure success.

Created an Offering Memorandum for a P3 project in the City of Rancho Cordova. The City offered \$35 million and City-owned land to create a vibrant mixed-use district. Coordinated proposal requirements, Bidder's Conference, and proposal submission.





ALAN ALÉ

Analyst

714.316.2195
aale@webrsg.com

PROFILE

“At RSG, I feel as though my work is a contributing part to nuanced solutions for local communities, the programs that affect the communities and the residents that are impacted. This is especially important to me as I am a product of local community programs in the Orange County area. To have an opportunity to give back in some way is humbling, exciting and empowering.”

OUT & ABOUT

Non-profit Housing
Association of Northern
California

SCANPH

ABOUT ALAN

Alan joined RSG in 2018 bringing with him a background financial modeling and data analysis. He has performed market analysis research, development and monitoring of KPI's, and has developed best practice assessments to facilitate growth and increase efficiency in the industries in which he has worked.

EDUCATION

Alan holds a Bachelor's Degree in Economics from the University of California, Davis. His educational background combined with his significant experience in research analysis has provided him with an extensive set of analytical skills that he is able to impart upon each job he assists with.

RECENT ENGAGEMENTS

Assisted in implementing the City Westminster's Emergency Small Business Grant program, including outreach to applicants and analysis and approval of applications. Researched best practices for the COVID-19 small business grant program.

Researched locational quotients at industry subsector level for strategic and targeted business retention and attraction efforts for Anaheim, including GIS and graphical analysis of average wages, employment growth, industry trends, and businesses in city for outreach and marketing. Also prepared follow up analysis of at-risk businesses and subsectors shortly after shelter-in-place orders stemming from COVID-19 pandemic.

Assisted in the analysis and completion of the Cannabis Fiscal/Economic Impact Analysis for Hawthorne.

Assisted in implementing the City of Orange Cove's Housing Rehabilitation program, including outreach to applicants and analysis of income documentation and contractor bids.

Assisted in the analysis and completion of the Five Year Property Tax Revenue Projections Report for the Orange County Fire Authority, which included Ad Valorem and Pass Through revenues.



SCOPE OF WORK

PROJECT KICKOFF – UNDERSTAND THE CITY'S GOALS AND AGREE ON THE BEST APPROACH

The City of Pinole's Strategic Plan 2020–2025 includes direction to: "develop a comprehensive economic development strategy that includes a focus on downtown redevelopment to activate the core of the community as a destination for the region (including gateway and wayfinding signage as well as branding)." The City has not previously prepared an economic development strategy and has not had a formal economic development function since 2012, although a consumer retail demand and market supply assessment was prepared by a consultant in 2019. The City expects to soon assign a specific staff person to carry out economic development activities. As expressed in the RFP, the City desires a strategy that identifies the ideal future economic characteristics of the City and the steps that the City should take to realize that future.

As our first task to assist in this effort, RSG would conduct a kickoff meeting with City staff to review our proposed scope of work and process, confirm assumptions and approach, and gain insight on the current priorities and resources for economic development in the City. Irrespective of what strategic plan emerges, the strategy needs to come from an understanding of what resources the City can commit towards its success. At this kickoff meeting, we would identify data and other information that the City may be able to share with RSG to perform our services and discuss ideas on how we can be most effective and efficient in our approach. Finally, we would discuss and agree upon a plan for ongoing communication and collaboration with staff, including the timing and nature of periodic project updates.

DATA ANALYSIS – COLLECT AND EVALUATE RECENT LOCAL AND REGIONAL ECONOMIC DEVELOPMENT ACTIVITIES

RSG will identify the City's current baseline economic and community characteristics, including existing challenges and assets. We expect to build off of the HdL Analytics data prepared for Pinole in 2019, collecting and analyzing current credible economic studies of the regional economy, as needed, including relevant demographic and business forecasts and reports of key economic indicators, real estate conditions, and industry trends. We would also look to potential emerging industry clusters in and around the City, which are often the catalyst for growth locally and throughout County, as well as the local retail sector and how it may be affected by the changes in shopping and unmet demand. These larger economic trends define the opportunities and threats to any local community.

Next, RSG would compile localized data on business establishments and demographic data, as needed, to establish a clear picture of Pinole's economic landscape. With this information, RSG would identify industry sectors with opportunities for new employment in the City, as well as their corresponding wages. This data can enable Pinole to make informed decisions on where private sector investment will carry the community forward and where the City and its partners need to engage.

RSG will also consider the following in preparing baseline characteristics and opportunities as directed in the RFP:

- the City's diverse population,
- the City's central location in the Bay Area, adjacent to I-80 and the Bay,

- the City's historic downtown, and the opportunity and challenge of being bisected by a State highway (San Pablo Ave.),
- the desire for a pedestrian- and transit-friendly downtown, with improved multi-modal transportation,
- the City's aging capital infrastructure,
- the potential for diversifying the City's mix of revenues,
- the current strong regional-serving retail base, while recognizing the dynamic nature of the retail sector,
- opportunities from rehabilitation and re-use of under-developed properties,
- the potential for green and equitable development,
- using the wastewater treatment plant to generate revenue,
- the opportunity to use economic development tools such as enhanced infrastructure financing districts, and broadband,
- a growing local chamber of commerce, and opportunities to collaborate with subregional and regional economic development organizations, and
- the potential for place-making, branding, and marketing of the City.

The results of this data collection and analysis would be used in preparation for facilitated strategic planning meetings of a working group of staff and stakeholders, and as background for the economic development strategy as well.

COLLABORATION – LEARN FROM PINOLE'S BUSINESS, ECONOMIC, AND ENTREPRENEURIAL NETWORKS

A thriving economy is one in which businesses are encouraged to invest, entrepreneurship and small businesses are fostered, and there is an adaptable available workforce. In order to understand the condition of large and small businesses, as well as the startup climate within Pinole, we would seek to interview key champions and mentors to these businesses, including but not necessarily limited to community leaders, mentoring entrepreneurs, the Workforce Development Board of Contra Costa County, SBA lenders, SBDC management, and SCORE representatives. We would collaborate with the East Bay Economic Development Alliance to explore what activities and actions they are pursuing in western Contra Costa County and consider ways that Pinole could benefit from the collective value of the organization.

RSG will plan to conduct four to six one-on-one or small group interviews, where we would discuss the impressions of the existing economic development, entrepreneur, and workforce infrastructure, and the current supports or impediments to business formation and growth. Influenced by our demographic analysis and other insight gained by this stage of the planning process, RSG would also hope to identify and interview mentors and champions from traditionally underrepresented sectors in the community, including non-English speaking business community representatives as well as BIPOC businesses. (RSG would collaborate with City staff on translation services if necessary.)

RSG would analyze this qualitative data from these interviews and develop an overall assessment of the threats, opportunities, weaknesses, and strengths of the economic development program and network in Pinole. RSG would also organize ideas, needs, and other impressions from these surveys and interviews. Finally, these interviews would provide opportunities for participants to join a working group or task force to participate in the further development of the strategy.

FACILITATION – ASSEMBLE TASK FORCE TO DISCUSS PINOLE’S NEEDS AND CITY’S ROLES

For a couple of reasons, we strongly encourage the City form a “working group” comprised of City staff and local business or community interests to help identify and prioritize potential economic development opportunities. First, doing so may set up the economic development strategy to be eligible for approval by EDA, and avail the City to potential funding as a result. Second, and perhaps more importantly, engaging with local businesses can highlight areas of concern or opportunity that may not be visible to staff. We commonly recommend a specific process to identify stakeholders to serve in this capacity for the 1-2-month process of preparation of the strategy to ensure they can provide useful contributions that are oriented towards not their own interests, but that of the City.

RSG would help facilitate the creation of this representative working group/task force to further develop the strategy with City representatives. RSG would prepare and present a summary of data and analyses for presentation to city management and the task force. We expect this to involve one presentation sharing the findings and input received, then open up to a discussion on the overall themes and challenges that are evident to the group. If desired, RSG would hope to collaborate with local nonprofit organizations on cohosting or co-leading the workshops or, at a minimum, designing the overall structure and format.

For example, we would make specific efforts to provide equal voice and participation to all participants in the working group, meaning that not just the loudest or most powerful individuals would speak (for example a blue-collar worker before a developer). To the contrary, we would propose starting with working group participants that have the least position of power to speak first or similar techniques aimed at balancing power and voice.

We would capture all of the input in notes and share these with the group, and then work on planning a subsequent meeting with the working group to develop the strategy, including the guiding principles, priorities, and responsibilities. In a subsequent task force workshop scheduled around the group’s convenience, RSG would facilitate the group in formulating consensus around the strategic actions, needed champions, roles, and barriers as well as opportunities to success. The group will be asked to draft optimal future economic and community characteristics, develop a vision statement, and recommend activities that the City should take to achieve the economic development vision.

Based on the working group input, RSG will develop an outline of the economic development strategy for review with City staff, before preparing a first draft.

PREPARE AND PRESENT STRATEGY TO CITY LEADERSHIP

In our view, economic development strategies sit on shelves when they take the form of a study and are too long for both comprehension by the general public as well as leaders responsible for their execution. Instead, we propose developing a **6-8-page strategic action plan** consisting of an economic summary of current conditions and baseline metrics, goals and actions addressing SWOT (stakeholder) themes, market opportunities, and best practices under current budget constraints and priorities with additional funding. The strategy would feature quarterly milestones and desired outcomes, roles and responsibilities of the City and its economic development partners, and a plan for reporting and transparency in administration and oversight.

Our budget includes design costs for a high-quality and visually engaging strategy that is written clearly and concisely, avoiding jargon, and focuses on desired outcomes.

The strategy would be provided to staff first for administrative review. A final draft would be prepared incorporating staff comments and be presented to the City Council for consideration and adoption, during which we would hope that members of the working group would support and perhaps participate in the presentation.

The timeframe to complete the strategy would be approximately 9 months contingent on availability of staff, key stakeholders, and data instrumental to the preparation of the strategy.

FEE PROPOSAL

Figure 1 below presents a \$49,000 not to exceed budget, including RSG's hourly task allocation for both components of the scope of work sought by the RFQ, excluding optional costs.

Figure 1: Project Budget

Scope of Services		Task Hours & Billing Rate					Reimb.	Total Not to Exceed
Economic Development Strategy City of Pinole (April 2021)		Principal \$ 235	Director \$ 235	Sr. Assoc. \$ 180	Analyst \$ 125	Total Hrs		
Task 1	Project Kickoff	2	3	5	3	13	\$ -	\$ 2,450
<i>Meeting with client and project team, includes internal meeting and coordination at outset</i>								
Task 1.1	Client kickoff meeting and preparation (via videoconference)	2	2	3	3	10	-	1,855
Task 1.2	Draft and transmit actions and agreements (including information requested of city)	-	1	2	-	3	-	595
Task 2	Data Analysis - Collect and Evaluate Local and Regional Economic Development Activities	2	12	20	23	57	\$ 500	\$ 10,265
<i>Compile and analyze local and regional economic, business, and workforce data; identify assets and potential opportunities and challenges</i>								
Task 2.1	Collect and summarize local and regional studies	-	2	4	6	12	-	1,940
Task 2.2	Collect and analyze market data; develop top level findings	-	2	4	6	12	500	2,440
Task 2.3	Identify baseline strengths, weaknesses, opportunities and threats	1	4	6	6	17	-	3,005
Task 2.4	Develop talking points SWOT deck, review draft with client	1	4	6	5	16	-	2,880
Task 3	Collaboration - Interviews of Local Businesses, Economic and Entrepreneurial Networks	1	4	16	13	34	\$ -	\$ 5,680
<i>Identify and interview champions and mentors, summarize observations and ideas</i>								
Task 3.1	Identify key business and economic leaders; develop interview questions and process	-	1	2	2	5	-	845
Task 3.2	Conduct ~30-minute telephone interviews with 4-6 stakeholders, summarize results	-	1	10	5	16	-	2,660
Task 3.3	Develop talking points deck for working group based on feedback	1	2	4	6	13	-	2,175
Task 4	Facilitate and Lead Local Working Group to Develop Priorities and Needs	4	19	26	30	79	-	\$ 13,835
<i>Prepare and facilitate two in-person working group meetings on key topics</i>								
Task 4.1	Organize process, invite participants, logistics, and outline agendas	-	1	2	4	7	-	1,095
Task 4.2	Initial working group meeting - presenting briefing and findings from initial research	1	6	6	8	21	-	3,725
Task 4.3	Meeting to refine goals, synthesize priorities, and City's role(s)	1	6	6	8	21	-	3,725
Task 4.4	Develop outline of strategy, goals, and tasks, review with client	2	6	12	10	30	-	5,290
Task 5	Draft and Present Strategy to Client for Formal Adoption	4	26	28	17	75	2,500	\$ 16,715
<i>Includes one internal drafts and one final public draft, and presentation to City Council</i>								
Task 5.1	Draft Strategy / Collaboration with Graphic Designer	2	16	20	12	50	2,500	11,830
Task 5.2	Finalize Strategy / Present to City Council	2	10	8	5	25	-	4,885
GRAND TOTAL BUDGET		13	64	95	86	258	\$ 3,000	\$ 48,945

BILLING RATES & FEE SCHEDULE

Our billing rates are as follows:

Principal / Director	\$ 235
Senior Associate	\$ 180
Associate	\$ 160
Senior Analyst	\$ 135
Analyst	\$ 125
Research Assistant	\$ 110
Technician	\$ 80
Clerical	\$ 60
Reimbursable Expenses	Cost plus 10%

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage, or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. We also charge for copies of reports, documents, notices, and support material more than five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

REFERENCES

RSG has selected three recent references on economic development strategic plans in Anaheim, South Gate, and Santa Ana.

Anaheim Business Expansion and Retention Strategy

In 2020, RSG presented the results of an industry subsector analysis that aimed to quantify and strategize opportunities to capture higher wage jobs into Anaheim. At the time, the City had been the subject of significant focus due to the prominent role that the leisure industry plays in the local economy, which generally tended to favor lower wage jobs. The City sought to identify how it could bolster other sectors through its economic development division. Rather than the traditional focus on cluster strategies that look at concentrations and overall job growth, RSG's analysis was able to highlight industry subsectors that also offered higher wages across the city, including manufacturing and construction. The resulting strategy was presented to Department management along with GIS shape files identifying where establishments in the targeted industry subsectors were located, allowing the City insight into how to program future events to cater to these businesses.

RSG has been recently retained by the same client contact to work on a new economic development strategy in the City of Corona.

Contact: Jessica Gonzales (Now Economic Development Director at the City of Corona)
951.736.2297
jessica.gonzales@coronaca.gov

South Gate Economic Development Strategy

South Gate is a low-middle income, primarily Latinx community rich in culture and diversity. In 2018, RSG prepared an economic development strategic plan for the City of South Gate, which entailed a market assessment of socioeconomic and business conditions, interviews with several stakeholders, and collaboration with local and regional economic development organizations. Historically, South Gate had relied on project-specific activities and had seen little ongoing economic development work, but since the strategy, the City had launched several new business support programs, leading up to and including COVID-response initiatives. Each year, the City presents the City Council and public an update on the progress on the economic development strategy.

This assignment also led to a small business resource study undertaken by RSG and CALED leadership later in 2018.

Contact: Joe Perez (Now Community Development Director with the City of Jurupa Valley)
951.332.6464
jperez@jurupavalley.org

Santa Ana Economic Development Strategy

RSG was retained by the City of Santa Ana to prepare an economic development strategic plan in 2015. RSG conducted a series of stakeholder interviews and meetings, including one-on-one meetings with Council members, to gather insights to their vision and goals for the City, understand how the City's unique assets could be leveraged, and gain perspective on how to best achieve alignment among their peers and throughout the community. The strategy

included preparation of socioeconomic and real estate analysis, which was presented in the form of infographics in both English and Spanish.

Contact: Marc Morley, Economic Development Specialist
714.647.6588
mmorley@santa-ana.org

CONFLICTS AND TERMINATIONS

RSG does not have any known conflicts of interest that may arise from our firm's work on this project.

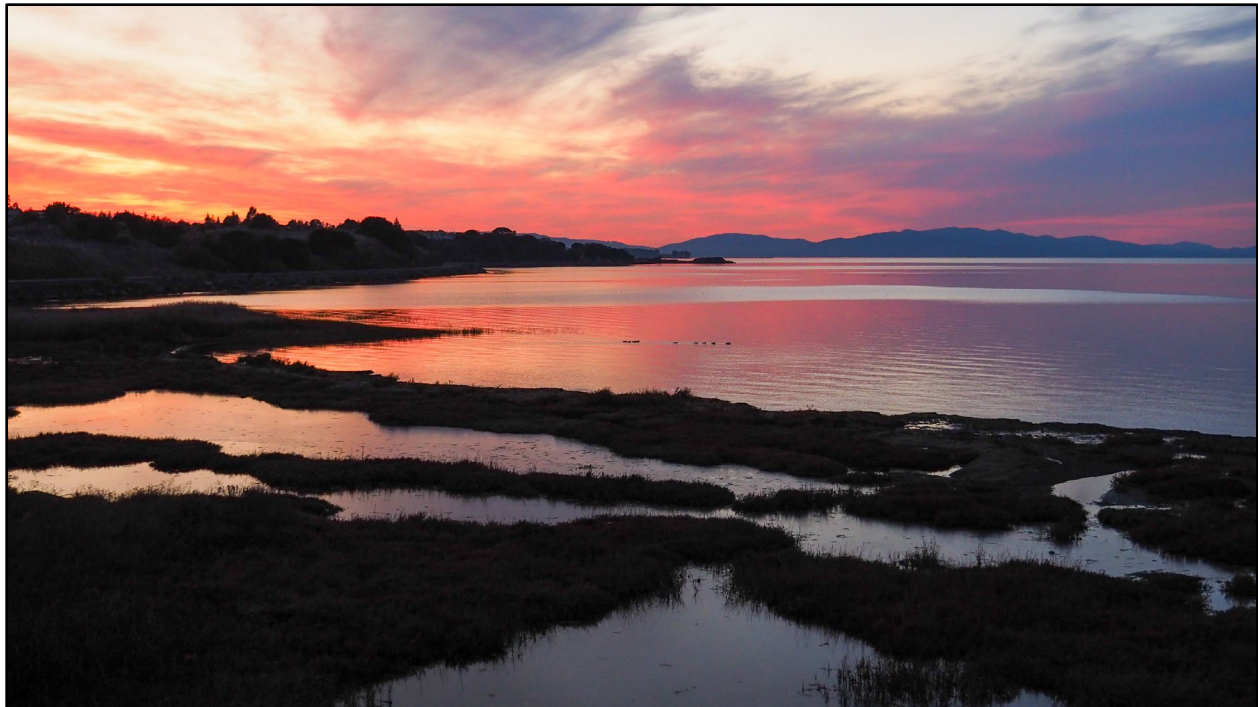
In October 2019, RSG's professional services agreement with the City of Hawthorne was terminated by the City as a result of former RSG employees who serviced the contract moving onto a different firm. No other public agency contracts were terminated in the past five years.

STANDARD AGREEMENT

RSG has reviewed the City's Standard Consulting Services Agreement and is willing to execute an agreement with those terms, including insurance requirements.



PROPOSAL FOR PROFESSIONAL SERVICES
Comprehensive Economic Development Strategy



Submitted to:
CITY OF PINOLE, CALIFORNIA

SUBMITTED BY:

N THE NATELSON DALE GROUP, INC.
YORBA LINDA, CA • www.natelsondale.com
O: 714.692.9596 • F: 714.692.9597

IN ASSOCIATION WITH:

Golden Shovel Agency

April 30, 2021

Table of Contents

1. COVER LETTER	1
2. QUALIFICATIONS	3
3. KEY PERSONNEL	11
4. SCOPE OF WORK.....	15
5. FEE PROPOSAL.....	23
6. REFERENCES	24
7. CONFLICTS AND TERMINATIONS	25
8. STANDARD AGREEMENT	25
APPENDIX A – LINKS TO SAMPLE WORK PRODUCTS	26
APPENDIX B – COMPANY PROFILE (GOLDEN SHOVEL AGENCY).....	27

Cover Photo Credits: Cover Photo Credits: “Pinole Bayfront Park Sunset” by David Abercrombie – Own work. Licensed under CC BY-SA 4.0 via Flickr.com – <https://flic.kr/p/2k9n3GD>

1. COVER LETTER

The Natelson Dale Group, Inc.
P.O. Box 489
Yorba Linda, CA 92885
(714) 692-9596 phone / (714) 692-9597 fax
E-mail: dale@natelsondale.com
www.natelsondale.com

April 30, 2021
#7562

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

Re: Proposal to Prepare Comprehensive Economic Development Strategy

Dear Mr. Murry:

In response to your solicitation, **The Natelson Dale Group, Inc. (TNDG)** is extremely pleased to submit this proposal to prepare a Comprehensive Economic Development Strategy for the City of Pinole. TNDG is a national economic analysis and economic development consulting firm established in California in 1974. Our practice focuses largely on the planning and implementation of business retention/expansion/attraction and entrepreneurial development programs. The firm's work often involves direct linkages between a community's industry attraction plans and its real estate development potentials. In this regard, we have a strong understanding both of local real estate markets and of the larger regional economic trends that drive demand for commercial and industrial land use.

TNDG is a "boutique" firm not only in terms of size but also in terms of philosophy and approach. In this regard, the firm's principal personally manages every contract and maintains primary contact with the client. As our references will attest, exceptional responsiveness to the unique needs of each client is a hallmark of our approach.

In addition to our long track record in strategic planning and related technical analysis, TNDG also maintains an active role in supporting California's economic development community and advancing best practices within the profession. In this regard, the firm took the lead on behalf of the California Association for Local Economic Development (CALED) and the California Academy for Economic Development (CAED) on the implementation of a California-specific training and certification program for economic development professionals (the recently launched "ACE" program).

We are excited that our team for this submission includes **Golden Shovel Agency**, an internationally acclaimed economic development marketing and communications firm. As described under our proposed approach to the assignment, Golden Shovel would create a branding strategy to support implementation of the economic development strategic plan prepared by TNDG.

Our team's current familiarity with economic conditions in the East Bay area is in part based on our work over the past year on an economic opportunities analysis and strategic planning process for the City of Antioch.

I will serve as the contact person during the selection process, and am also the individual authorized to negotiate with the City and contractually bind the firm. My contact information is listed on the letterhead. As per the RFP, this proposal is valid for 90 days from the date of its submittal.

We very much appreciate your consideration of our team and sincerely hope we have the opportunity to serve the City of Pinole on this exciting project.

Respectfully submitted,

THE NATELSON DALE GROUP, INC.



Roger Dale
Managing Principal

2. QUALIFICATIONS

The Natelson Dale Group, Inc. (TNDG) brings exceptional experience in economic development strategic planning to this assignment. From this work, TNDG has developed nationally recognized expertise in the following key areas: 1) Target Industry Strategies and Cluster Development, 2) Integration of Economic Development with Workforce Development, and 3) Structuring of Local and Regional Economic Development Partnerships. The firm's work often involves direct linkages between a community's industry attraction plans and its real estate development potentials.

An abbreviated listing of TNDG's relevant project experience is provided below, followed by more detailed descriptions of selected assignments. Within the TNDG projects listed in this submittal are a number of **suburban cities** that have their own specific economic development interests, while at the same time being heavily impacted by the neighboring central city's economic and demographic base, industry targets, and other factors affecting its fortunes, and by virtue of the relationship, the fortunes of the suburban place as well.

Economic Development Strategies	
<u>Counties</u> Guilford County (North Carolina) Kern County Larimer County (Colorado) Los Angeles (San Gabriel Valley subregion) Osceola County (Florida) San Bernardino San Diego (South County Subregion) San Joaquin County Ventura County Yuma County (Arizona)	<u>Cities</u> Anaheim Antioch Arvin Bakersfield Beaumont Burbank Camarillo Coachella Compton Escondido Fresno Garland (Texas) Kyle (Texas) Los Angeles Menifee Ontario Palm Desert San Francisco Simi Valley Stockton Tracy Ventura Vista
<u>Indian Tribes</u> Agua Caliente (Palm Springs) Cahuilla (Riverside County) Yavapi-Apache (Arizona)	
<u>Larger Regions</u> Hampton Roads (Virginia) Region (5 counties and 9 independent cities) Tri-cities Area of Northeast Tennessee/Southwest Virginia	

General Plan Economic Studies	
City of Agoura Hills	City of Malibu
City of Alhambra	City of Monterey Park
City of Beaumont	City of Ontario
City of Calabasas	City of Port Hueneme
City of California City	City of Redondo Beach
City of Chino	City of Rialto
City of Costa Mesa	City of San Bernardino
City of Fontana	City of San Clemente
City of Garden Grove	City of Santa Monica
City of La Quinta	City of Santa Paula
City of Los Angeles	

Economic Development SWOT Assessments, Industry Cluster Studies, and Strategic Plans:

Antioch, California: Economic Baseline and Strategic Plans (2021). TNDG is currently finalizing work on an economic development baseline analysis and strategic planning process for the City of Antioch. This assignment has included a target industry/cluster analysis, an extensive stakeholder outreach process, and preparation of customized strategic plans for two high-priority employment centers.

Vista, California: Economic Development Strategic Plan (2020). TNDG completed a nine-month economic development strategic planning process for the City of Vista in north San Diego County. This work included a target industry analysis, commercial/industrial real estate demand projections, an extensive stakeholder outreach process, and preparation of a strategic plan that leverages the City's economic development programming through partnerships with an array of regional organizations.

Beaumont, California: Economic Development Strategic Plan (2019). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis and commercial/industrial real estate market forecast, for the City of Beaumont. The Plan focuses on leveraging the City's strategic location in the eastern Inland Empire, available land resources, skilled resident workforce, and quality-of-life amenities.

Menifee, California: Comprehensive Economic Development Strategy (2018). TNDG completed a Comprehensive Economic Development Strategy (CEDS) for the City of Menifee. The six-month planning process included a detailed analysis of the community's economic development assets and opportunities, as well as its current deficiencies and challenges. The background analyses included a target industry study focused on defining potential growth opportunities within the larger Riverside County/San Diego County economy. Given Menifee's large population of out-commuting high-skilled workers, the industry cluster analysis emphasized potential connections to regional high-tech sectors.

Camarillo, California: Economic Development Strategic Plan (2018). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis and commercial/industrial real estate market forecast, for the City of Camarillo. The Plan focuses on improving the City's business/development friendliness, maintaining the strength of the City's retail shopping districts, leveraging the emerging cluster of technology start-ups in Ventura County, and pursuing placemaking investments as part of a larger focus on economic vitality.

Palm Desert, California: Economic Development Strategic Plan (2018). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis and commercial/industrial real estate market forecast, for the City of Palm Desert. The Plan focuses on leveraging the City's strategic location within the Coachella Valley and its well-established reputation as a center for tourism, retail trade, and higher education. The implementation plan includes a business incubator/accelerator focused the Valley's emerging technology cluster.

San Bernardino, California: Comprehensive Economic Development Strategy (CEDS) for IVDA/SBIAA (2018). TNDG completed a five-year CEDS for the Inland Valley Development Agency (IVDA) and San Bernardino International Airport Authority (SBIAA) in 2018. This process included a series of meetings with the CEDS Committee, as well as direct coordination with five constituent jurisdictions (four cities and Indian tribe) to update strategic priorities and candidate infrastructure projects. The economic and workforce development initiatives include a focus on high-technology sectors related to the region's aviation and logistics clusters.

Ventura County, California: Economic Vitality Strategic Plan (2017). TNDG completed a comprehensive Economic Vitality Strategic Plan for the County of Ventura. The year-long effort included the following components: an extensive analysis of the current state of the Ventura County economy; an innovative Economic Impact Analysis that gathers and analyzes relevant data sets to quantify the impact of County governmental operations on the local economy; a detailed industry cluster analysis; and extensive stakeholder outreach. Consistent with longstanding community values, the Plan focuses on advancing economic vitality while carefully protecting the region's amenity-rich, high quality of life environment.

Hampton Roads, Virginia: Strategic Plan for Growth Opportunities (GO) Virginia Program (2017). TNDG served as a subcontractor to Old Dominion University on the preparation of a strategic economic plan addressing challenges among the communities in the Hampton Roads region of Virginia. Blessed by the nation's largest natural deep water port and host to the world's biggest naval base, the Hampton Roads region has nonetheless struggled to recover from decreases in federal procurement spending and curtailed defense spending associated with the Budget Control Act of 2012. The GO Virginia program was created by the Virginia legislature to encourage cross-jurisdictional cooperation in economic development efforts to create sustainable regional economic growth.

Larimer County (Fort Collins), Colorado: Economic Development Asset Assessment (2016). TNDG completed a comprehensive assessment of the public, private and institutional “assets” that influence Larimer County’s economic development potentials. The assessment is intended to identify existing strengths that can be better leveraged as well as existing gaps in infrastructure and service provision that warrant future investment by the County. The assessment will provide the framework for a long-range economic development vision and strategy for the County.

Kyle, Texas: Economic Development Strategic Plan (2015). TNDG completed a detailed Economic Development Strategic Plan, including a target industry analysis, for the City of Kyle. The Plan focuses on leveraging the City’s strategic location along I-35 between Austin and San Antonio. A key theme of the Plan is to position the City as a destination for regional visitors and higher-value economic activities. The Plan provides a framework for re-organizing the City’s Economic Development Tourism Board, and for re-assessing the City’s partnerships with several regional economic development organizations.

Stockton, California: Economic Development Strategic Plan (2015). The TNDG team completed a detailed Economic Development Strategic Plan for the City of Stockton, California. The Plan provides a comprehensive blueprint for the City’s economic development programming as part of an overall restructuring of the municipal government. The planning process included extensive interaction with a range of public and private partner organizations that will have critical roles in implementing the strategy. Given the City’s across-the-board efforts to reposition itself economically, the Plan encompasses a broad range of topics including infrastructure, economic incentives, development streamlining, neighborhood revitalization, visitor amenities, housing diversification, retail tenant recruitment, target industry attraction and entrepreneurial development.

Yuma County, Arizona: Manufacturing Development Strategy (2015). The TNDG team prepared a strategic plan for Yuma County for the Investing in Manufacturing Communities Partnership (IMCP) program. This work included a manufacturing-focused target industrial analysis; infrastructure assessment; substantial stakeholder outreach; and development of a comprehensive Action Plan. The planning process involved extensive coordination with the County, four cities (three in Arizona and one in Mexico), two universities, a community college, the county-level Workforce Investment Board, and various private organizations involved in county-level economic development (Economic Development Corporation, Manufacturers Association, and Chamber of Commerce).

Garland, Texas: Target Industry Strategy (2014). TNDG participated in the preparation of this strategic plan (led by the University of North Texas), which included a target industry analysis, competitive assessment of Garland with respect to other Dallas-area communities, assessment of the current manufacturing base in the city and the challenges faced by employers and real estate developers, and community development issues. Although the Plan focused on strategies for target industries, TNDG integrated these with relevant community and workforce-development strategies.

Escondido, California: Economic Development Master Plan (2013, updated 2018). TNDG completed a Market Opportunities Analysis and Economic Development Master Plan for the City of Escondido. The Plan was completed in tandem with a regional Comprehensive Economic Development Strategy (CEDS) for the North San Diego County region. TNDG's work included an in-depth demographic analysis, an assessment of economic/ market opportunities, a target industry/cluster analysis, as well as a focus on revitalization of key commercial areas in the City.

Osceola County (Greater Orlando), Florida: Economic Diversification Strategy (2012). Osceola County is adjacent to Orlando, Florida and experienced significant disinvestment in the early 2000's due to older visitor amenities (hotels, motels, amusement facilities, etc.) not keeping pace with competitive facilities in Orlando. TNDG's strategy focused on identifying potential industries (in addition to tourism) that can provide the basis for diversifying and revitalizing the local economy.

Yuma County, Arizona: Workforce and Economic Development Summit (2001, repeated 2011).

TNDG facilitated a Workforce and Economic Development Summit for Yuma County. The consultants' work for the six-month Summit process involved substantial background research and analysis; facilitation of a series of Summit meetings with approximately 70 local stakeholders; and preparation of a comprehensive Action Plan. As part of the analytical work, the consultants identified key industry "clusters" suitable for diversifying Yuma's economic base. The Summit process was originally completed in 2001; based on the success of the original effort, the client retained TNDG to repeat the process in 2010-2011.

San Francisco, California: Workforce Development Strategy for Bay Area Media Industry (2011).

TNDG developed a comprehensive strategy to guide "career repositioning" services for dislocated journalists and media workers in the San Francisco Bay Area (an estimated 7,500 Bay Area media industry jobs have been lost over the past decade). TNDG's work included an extensive online survey of existing and former Bay Area journalists (with over 700 individuals participating) and executive interviews with media executives. In addition, TNDG completed a detailed analysis of employment trends (by both industry and occupation) for the overall Bay Area media cluster.

Los Angeles, California: Economic Development Strategy for Solar LA (2009). TNDG was retained by the Los Angeles Department of Water and Power in 2009 to generate a Strategic Action Plan to expand solar-industry activity in Los Angeles. The work was part of LADWP's mission to implement the Solar LA plan. The objective of the Strategic Action Plan is to leverage the investment associated with Solar LA to develop a solar industry cluster in Los Angeles and maximize the creation of cleantech jobs.

Northeast Tennessee/Southwest Virginia: Target Industry Analysis (2006). The TNDG Team completed an industry cluster analysis for the Tri-Cities Economic Development Alliance. The purpose of the study was to identify target industries/clusters for this 10-county region in Northeast Tennessee/Southwest Virginia.

Anaheim, California: Industry Location Analysis and Attraction Strategy (2005). TNDG developed a comprehensive economic development program for the City of Anaheim. TNDG's work focused on assessing Anaheim's strengths as they relate to industrial attraction and identifying specific industry clusters which the City should emphasize in its marketing efforts. TNDG's recommendations included a special focus on multi-media and high technology firms.

Guam: Feasibility Study and Strategic Plan for Regional Distribution Center (2004). TNDG was part of multi-disciplinary team that completed a feasibility study and strategic plan for the development of a regional distribution center in Guam. The center was planned to build upon Guam's existing airport and seaport infrastructure to position Guam as a distribution hub serving various Asian countries and the continental United States.

Ventura, California: Business Plan for "Eco Industry" Industrial Park (2003). TNDG completed a feasibility study and business plan for the development of an eco-industrial park (EIP) in the City of San Buenaventura. The intent of the program is to attract "eco industrial" users to major Brownfield sites currently occupied with abandoned oil production facilities. TNDG's work included a detailed market analysis of the eco industry cluster; review of "best practices" for EIP development based on a national survey of existing parks; identification of state and federal funding sources applicable to the project; and a detailed business plan for implementation. The plan focuses on positioning the EIP as the centerpiece of a countywide industry cluster focused on resource recovery, related manufacturing and alternative energy development.

The National and Regional Directory of Targeted Growth Industries (2002). TNDG published *The National and Regional Directory of Targeted Growth Industries*, an economic development resource publication. This research involved review and summarization of several hundred economic development strategic plans and industry trends analyses from throughout the U.S.

Fresno, California: Federal Empowerment Zone (EZ) Application (2001). The TNDG Team prepared a successful application resulting in Fresno's designation as one of only seven urban Empowerment Zones under Round III of the EZ program. Fresno's submission was ranked number one in the country during this application round. TNDG was responsible for the overall management of several hundred stakeholders involved in various aspects of the application process.

Greensboro (Guilford County), North Carolina: Industry Attraction Strategy (2001). TNDG prepared an industry "cluster" analysis and attraction strategy for the Greensboro Economic Development Partnership. The focus of the strategy is to expand the community's base of high-technology sectors to offset the ongoing declines of Greensboro's traditional mainstay industries (tobacco, apparel and furniture manufacturing). The analysis involved defining Guilford County's potential niche markets within a 13-county reference area, and also included a review of statewide potentials vis-à-vis the overall Mid-Atlantic region.

Burbank, California: Economic Diversification Strategy (2000). The Team developed a comprehensive Action Plan to guide the City of Burbank’s economic development programming over the next five to ten years. As background to the strategic recommendations, TNDG completed an industry “cluster” analysis to identify new sectors into which the City’s economy can diversify, and a detailed “competitive assessment” identifying Burbank’s competitive position within the state.

Kern County, California: Economic Development Strategic Plan (2000). TNDG was retained by the County of Kern to develop a strategic plan to create the approximately 20,000 new jobs needed for the County to fulfill its obligations under the CalWORKS (welfare-to-work) program. The consultants’ work included a comprehensive assessment of the County’s workforce development programs, as well as a detailed industry “cluster” analysis to identify the sectors with the greatest potential for employment growth meeting the needs of the county’s workforce. The target industry analysis included an in-depth assessment of the county’s and the state’s competitiveness within a five-state region. The Strategy was developed over approximately a one-year time frame and involved a substantial public outreach effort.

Market Studies Completed for Municipal Planning Processes:

Azusa, California: Retail, Hotel, Office and Residential Market Analysis for Gold Line Station Areas (2015). TNDG completed market demand forecasts and financial feasibility analyses for transit-oriented development near the two planned Gold Line stations in Azusa. TNDG’s work will guide land use, zoning and development density policies and will also be utilized as the basis for a market-oriented implementation strategy for the planning areas.

Downtown Core and Corridors Specific Plan, Fullerton, California (2014). TNDG served as the project economist for the Fullerton Downtown Core and Corridors Specific Plan process (a planning firm was the lead consultant for this project). The Plan area covers a large portion of the City and includes 15 distinct subareas. TNDG’s work includes a market study to identify future development opportunities in each subarea, pro forma financial analysis to define market-attractive development densities by land use type, and a strategic implementation element for the Plan.

Ontario, California: Analysis of Market Absorption Potentials and Related Socioeconomic Impacts of Meredith International Centre Specific Plan (2014). TNDG was retained by the City of Ontario to evaluate realistic market potentials and related fiscal/socioeconomic impacts for the Meredith International Centre Specific Plan - a major mixed-use project near the Ontario International Airport.

San Francisco, California: Analysis of Impacts of Project Labor Agreements on Real Estate

Project Feasibility (2010). TNDG was retained by the San Francisco Redevelopment Agency to complete a comprehensive analysis of the economic impacts of project labor agreements (PLA's). This study included pro forma case studies (for a range of private development projects involving Agency investment) to determine the potential impacts on project development costs. The study also involved an extensive literature review of academic and public agency studies addressing the costs and benefits of PLA's.

Market Analysis and Financial Pro Forma for Downtown Specific Plan, Huntington Beach, California (2010).

As part of a Specific Plan process, TNDG completed a comprehensive market absorption study for Downtown Huntington Beach. Consistent with the City's development vision for the area, the study focused on the potentials to attract the following land uses: high-density/mixed-use residential, retail, higher-end restaurants, entertainment, hotel/B&B development, and office. In addition to evaluating market absorption potentials, TNDG completed pro forma financial evaluations to determine the development densities necessary to allow for feasible redevelopment of key opportunity sites.

Economic/Financial Analyses for Proposed Development Projects, Santa Monica, California (2007-2015).

On behalf of the City of Santa Monica, TNDG has completed economic and financial analyses (or peer reviewed applicant-submitted studies) for various projects requiring development agreements with the City. These studies typically include the following components: value enhancement analyses (to quantify the incremental property value associated with requested development entitlements); pro forma financial analyses, fiscal impact analyses and focused market research to develop credible assumptions/inputs for the other studies. The primary purpose of the financial pro formas is to provide a basis for the negotiation of community benefits (including affordable housing) to be provided by the developers. To date, TNDG has completed economic analyses for eight proposed projects.

Transit-Oriented District Studies, Los Angeles, California (1999-2000). TNDG served as the project economist on three separate multidisciplinary teams charged with defining development strategies for the areas surrounding various transit stations in the City of Los Angeles. The studies considered ¼- and ½-mile radii around each site and involved detailed assessments of transit-related market opportunities. TNDG was also responsible for recommending City policies and incentives to attract the desired development.

San Clemente, California: Citywide Commercial and Industrial Market Analysis (1999). TNDG completed a Citywide analysis of commercial and industrial development potentials for the City of San Clemente. The market study addressed retail, hospitality, office, business park and industrial land uses. The study was an update of a comprehensive real estate market evaluation completed by TNDG as part of a General Plan update process.

3. KEY PERSONNEL

Roger Dale – Managing Principal, TNDG

Project Role: Mr. Dale will serve as Team Leader for the assignment. In this capacity, he will be responsible for primary client liaison, day-to-day completion of work assignments and products, and coordination of the overall project team. Mr. Dale will serve as the lead presenter/facilitator at key public meetings for the assignment. Mr. Dale has been a project manager with TNDG for 33 years and managed TNDG’s work on the previous TNDG projects listed in this proposal.

Experience: Roger Dale has been affiliated with The Natelson Dale Group, Inc. (TNDG) since 1988 and currently serves as the firm’s managing principal. His background encompasses the fields of real estate development, economic development, regional economic analysis, environmental and land use policy, financial forecasting, and renewable energy. His project experience with TNDG includes preparation of regional-scale economic development strategic plans, real estate market forecasting, demographic research and modeling, fiscal impact analysis, cost/benefit assessment, redevelopment, business retention/attraction, and workforce development program assessments.

Over the past 20 years, a significant focus of Mr. Dale’s work has been on the development of cluster-based economic and workforce development strategies. In this regard, he has managed industry cluster analyses and developed related retention/ expansion/attraction plans for the following clients: the cities of Antioch, Stockton, Bakersfield, Anaheim, Los Angeles, Burbank, and San Buenaventura, California; the County of Kern, California; the County of Yuma, Arizona; the High Desert Regional Economic Development Authority (San Bernardino County, California); the Forward Greensboro (North Carolina) Economic Development Partnership; the Tri-Cities (Tennessee/Virginia) Economic Development Alliance; the County of Osceola, Florida; the County of Larimer, Colorado; and the cities of Garland and Kyle, Texas.

Reflecting his longstanding interest in sustainability issues, he serves on the Board of the Roberts Environmental Center – a leading publisher of global climate change research and the nation’s foremost analyst of corporate sustainability reporting. He has recently completed feasibility studies and related economic development strategies for solar energy projects in California, Arizona and China. He has prepared more than 50 economic analyses as part of environmental impact reports.

Education: Mr. Dale received his B.A. cum laude in Economics from Claremont McKenna College in Claremont, California. He also holds a master's degree in Resource and Environmental Economics from the University of California at Riverside.

Joe McClure – Senior Associate, TNDG

Project Role: Mr. McClure will be a principal participant throughout the process, including the baseline data collection, target industry analysis, stakeholder interviews and final report preparation.

Experience: Joe McClure has served as principal or manager of land economics research and advisory-services organizations for the last 37 years. During this tenure, Joe’s practice has focused on the following outputs:

- Economic development strategic focus: consolidating views on a region’s economic development targets, workforce, development challenges, and strategic options, integrating target industries into the local economy, and relating a region’s existing economic base to its competitive environment.
- Market analyses with fiscal and strategic components: highest and best use analysis, analysis of rapidly growing trade areas, cash flow and development strategy analysis, fiscal benefits of development.
- Fiscal/economic analyses with a strategic component: impacts on the business community and tax receipts from freeway and other road projects, and assessing redevelopment prospects of under-performing areas.
- Special research projects, including studies of local labor forces and employer-employee relations, economic impacts of bicycle recreation, and transit behaviors and opinions in rural regions.

Mr. McClure’s multidisciplinary background incorporates many phases of the community and real estate development process: economic analysis and strategy development, market and financial feasibility assessment, and planning and design. He is a registered architect in Arizona. His organizational affiliations include the Western Regional Science Association (WRSA)—an international group of economic geographers, and the Arizona Association for Economic Development (AAED).

He has presented papers on business and economic development issues at economic development conferences, has served as Adjunct Lecturer at the University of Arizona in the Geography and Regional Development program, and on ULI Advisory/Technical Services Teams. McClure served as a Civil Engineering Officer in the U.S. Air Force, and is currently an advisor to a start-up venture involving mobile digital communications.

Education: Joe has an M.S. in Urban Planning, in a program that emphasized regional economics, from the University of Arizona and completed additional post-graduate work in economic geography at UA. He has a B.S. in Architecture from the University of Cincinnati.

Alan Levenson – Senior Associate, TNDG

Project Role: Mr. Levenson will provide technical support throughout the process and assist with the preparation of summary reports.

Experience: Mr. Levenson brings to The Natelson Dale Group, Inc. an academic background in economic theory with particular emphasis on economic development. Prior to joining the firm, Mr. Levenson spent two years as a research consultant for NEMESIS (Núcleo de Estudos Modelos Espaciais Sistêmicos), which is a research network dedicated to the study of systemic spatial models of the Brazilian economy.

A significant focus of Mr. Levenson’s work at TNDG has been on preparing regional economic impact analyses for a wide range of projects. Among others, these projects have included a major regional health care facility in Riverside, CA, a technology and education park in Tustin, CA, a business park in Victorville, CA, and a highway construction interchange project in Pima County, AZ. These analyses have involved modeling various projects’ short-term (construction-phase) and permanent (annually recurring) benefits to the regional economy. The benefits have been summarized by estimating a project’s impact on total gross output, value added, earnings, and employment in the region. As part of this work, Mr. Levenson has experience with the major economic impact modeling software packages, including the Bureau of Economic Analysis’s Regional Input-Output Modeling System (RIMS) and the IMPLAN program.

Mr. Levenson has managed the preparation of a number of regional economic development plans, with a particular focus on industry “cluster” strategies. This work has involved a wide range of activities: from performing quantitative/ statistical analysis to more qualitative analysis, including conducting numerous interviews with key players of potential clusters. Mr. Levenson has participated in industry cluster studies for the following clients: the Forward Greensboro (North Carolina) Economic Development Partnership, the Tri-Cities Tennessee Cluster Study (Tennessee), the Yuma Private Industry Council (Arizona), and the City of San Buenaventura (California).

Mr. Levenson also has a significant amount of experience in fiscal impact analyses, retail market analyses, and real estate development feasibility analyses.

Education: Mr. Levenson joined TNDG 19 years ago, after receiving his B.A. with honors in Economics and Political Science from the University of California at Riverside. Mr. Levenson’s undergraduate studies included additional coursework in applied mathematics related to economic analysis. He also holds a Master’s in Business Administration degree, with a concentration in Real Estate Finance, from UCLA’s Anderson School of Management.

Joe Collins – Research Associate, TNDG

Project Role: Mr. Collins will support the project team with data compilation and GIS mapping.

Experience: Joseph Collins serves as a Research Associate for TNDG. Over the years, his professional career has involved him in a variety of both private and public projects in the Midwest and Southwest US. His varied experience includes: fiscal and land economic feasibility analysis, geospatial and descriptive data analytics, graphic presentation, market analysis, and the practice of urban planning and development, as summarized below.

- Market Analysis of Greater Phoenix Metropolitan Area for Industrial, Multifamily, Office, and Retail Real Estate Inventory.
- Analyzing required development improvements and associated costs pertaining to large tracts of land planned for single-family residential subdivisions and planned industrial pad sites.
- Analyzing costs/benefits of single-family residential development versus various commercial development options within municipalities.
- Analyzing the costs/benefits of annexation of established residential subdivisions.
- Conducting land use analysis and absorption studies, and real estate appraisal and market analyses.
- Geospatially analyzing building, property, land use, zoning, parking, traffic, demographic, economic, financial, tax, and other associated qualitative/quantitative data for various projects.
- Developing a Geographic Information System (GIS) relational parcel database for various properties located in a downtown area.
- Providing graphic support in the creation of various reports, exhibits, presentations, and other associated media used to present to the public, various boards and commissions, city councils, non-profit associations, and private clients.
- Providing project coordination for the creation of an interactive website for departmental customer service.
- Conducting research and technical analysis to evaluate findings and/or to take action on various real estate development applications, land use decisions, and processing other regulatory actions associated with the development of real estate.
- Designing marketing and relocation packages for potential businesses looking to purchase and/or lease property.
- Reviewing construction plans for conformance with applicable city regulations, policies, and requirements.

Education: Mr. Collins obtained a M.B.A. from Grand Canyon University in Phoenix, Arizona, a M.S. in Regional and Community Planning from Kansas State University in Manhattan, Kansas, and a B.S. in Geography/Community Planning from Kansas State University. In addition, he has completed coursework for general real estate appraisal at the Arizona School of Real Estate and Business in Scottsdale, Arizona.

4. SCOPE OF WORK

Our Understanding of the City's Position Relative to this Planning Process

The City is restarting its economic development function, and the economic development strategy will both help launch that activity and provide another vehicle (since the adoption of the City's strategic plan last year) by which Pinole residents will express their opinions and preferences with regard to the economic future of the City. Pinole has many options for development given its location and existing economic and population base. The City's issues related to existing, and some aging, retail, the need to upgrade certain infrastructure elements, and desire to integrate successfully, and also distinctively, into the growing East Bay region have elements in common with other communities in the area, as well as characteristics that are specific to Pinole.

In recognition of the above, TNDG will give particular attention to the following:

- Pinole residents' commuting patterns and the community's fit with evolving trends of working from home, which also has relevance for supporting the entrepreneurial community in Pinole.
- The strategic role of redevelopment/revitalization/repurposing for targeted areas and properties, to serve economic development along with community enhancement and quality-of-life interests, and the relationship of types of desired economic activity to property resources. Although this type of consideration is regularly incorporated into TNDG's strategic planning work, it is particularly relevant in Pinole.
- The integration of community development with economic development, in terms of, for example, goal/strategy interrelationships, the relationship of local jobs to the resident workforce, and similar considerations. Strategic direction for the City articulated in the 2020-2025 Strategic Plan will also have a role in this particular consideration.
- The need for economic development strategic directions to be translatable into marketing messages, in ways that can distinguish Pinole among East Bay communities with their own unique characteristics.
- Sustainability issues – climatic, economic, social, etc. – that could affect economic development options in Pinole, including those of particular concern to the city, but also potentially relevant regional, national, and global issues.
- The role of the City's wastewater treatment plant in the feasibility of various economic development options.

Overall Approach

Our overall approach to the assignment will include a balanced mix of:

- Background research and technical analysis by the consultant team;

- A comprehensive stakeholder engagement process;
- Appropriate integration of the City's existing economic, community and workforce development programs (including relevant regional initiatives);
- Close coordination with City staff throughout the planning effort; and
- Preparation of an action-oriented strategic plan that reflects Pinole's unique market opportunities, stakeholder consensus on priorities, and our team's intimate familiarity with contemporary best practices for local economic development.

The specific tasks proposed for each component of the work scope are outlined below. The structure and order of tasks is based on TNDG's successful experience in preparing economic development strategies for numerous comparable communities.

A. Review and analysis of existing demographic and socioeconomic data, labor force characteristics, sales tax revenue and other key economic data.

A.1 Review of City Documents / Project Kickoff Meeting. TNDG will facilitate a virtual kickoff meeting with City staff to review the overall work scope and project schedule; identify any City documents/resources relevant to the process; establish protocols for team communications; begin to identify key stakeholders to include in the outreach effort; and refine the public engagement strategy (TNDG's initial recommendations are outlined below, but it is our expectation that this approach would be further customized to reflect the City's specific preferences).

A.2 Compile and Analyze Key Datasets. TNDG will compile background information from a range of public and private data sources including the following:

- U.S. Census / American Community Survey (ACS)
- Association of Bay Area Governments (ABAG)
- Contra Costa County Assessor's Office
- California Department of Finance (DOF)
- California Department of Tax and Fee Administration (CDTFA)
- California Employment Development Department (EDD)
- U.S. Bureau of Labor Statistics (BLS)
- Published real estate market data
- EMSI (for existing and projected employment, by detailed industry and occupation)

Where appropriate, demographic and economic data will be evaluated at multiple levels of geography (city, county, and state) to allow for comparison of local conditions to reference-area benchmarks.

Deliverable for Task A:

Memorandum summarizing key data sets compiled for the assignment

B. Review and analysis of the primary strengths, weaknesses, opportunities, and threats that directly impact the economic competitiveness of the City.

TNDG will prepare a comprehensive strength-weakness-opportunity-threat (SWOT) analysis to guide the subsequent strategy formulation tasks. The SWOT analysis will be based in part on direct input from key local stakeholders. As such, the SWOT review will be closely coordinated with the initial stages of TNDG's community outreach process.

The SWOT summary will quantify Pinole's potentials for quality economic growth, based on the following information sources: the baseline data compiled in Tasks A.1 and A.2; input from local stakeholders; and the consultant's longstanding knowledge of economic development "best practices." The SWOT summary will consider the following issue categories:

- Geographic setting (including topography, climate, resources, etc.)
- Proximity to larger economic regions
- Demographic makeup (existing and projected)
- Workforce availability and skill levels (for the City and the larger "commute shed" region in which it is located)
- Workforce commute patterns (for residents commuting out of City and workers commuting into City)
- Education system
- Existing economic base (i.e., mix of industry types)
- Existing land use conditions and available land for development/redevelopment
- Infrastructure conditions and capacity (including transportation access and broadband service)
- Housing availability and affordability
- Quality of life
- Community image
- Resident/community attitude towards growth
- Regulatory environment (local and state level)

- Economic development partnerships (public and private)
- Economic development incentives

The SWOT summary will identify the core strengths and opportunities that Pinole can leverage for desired economic growth and prioritize these opportunities to allow for a strategic approach to marketing the community. With respect to weaknesses and threats, the SWOT will distinguish between issues that can realistically be mitigated and issues that are likely to be permanent constraints (thereby helping to define types of economic growth that are not realistic targets for the City).

A key focus of the SWOT analysis, which will be further explored during the stakeholder outreach program (Task E below), will be to identify the essential qualities and values that make Pinole unique, and to engage the community in a dialogue about the most effective ways to leverage those unique assets to create quality economic growth. In working with the community to identify the qualities that should be retained and protected, it will also be important to identify the types of economic activities that the community does *not* want to emphasize in future economic development efforts. These core community values will be reflected in all subsequent tasks of the strategic planning process.

Deliverable for Task B:

SWOT Summary (memorandum report)

C. Market Potentials Analysis

As detailed below, TNDG's market potentials analysis would include two major components:

- A **business/industry sector analysis** to identify specific industries/clusters that would offer strong potentials for high-quality economic growth in Pinole; and
- A **consumer demand / real estate market analysis** to forecast demand for new commercial and industrial development in the City.

C.1 Business Sector Analysis (identification of target industries/clusters). The target industry analysis would include the following steps:

- A. Identify and review documentation for regional (e.g., East Bay) industry targeting efforts potentially relevant to Pinole.

- B. Complete city-level “cluster” analysis to identify candidate industries for Pinole. This analysis will include the following steps:
- a. Compile detailed data (6-digit NAICS code level) on current and recent historic employment in the City.
 - b. Evaluate the City’s comparative strengths relative to the larger Bay Area and East Bay regions, utilizing standard economic analysis techniques such as location quotient and shift-share analysis.
 - c. Evaluate City’s linkages to relevant regional industry clusters.

To facilitate efficient completion of the target industry/cluster analysis, TNDG would utilize customized employment data from EMSI.

C.2 Consumer Demand Analysis and Commercial/Industrial Real Estate Market Projections.

Utilizing the datasets compiled in Task A.2, TNDG will prepare customized versions of its real estate demand forecasting models. These models project future opportunities for local economic development based on anticipated population and employment growth. The models consider the existing and future demographic makeup of the City’s resident population, as well as potential demand from regional residents and visitors. The models address the following land uses:

- Industrial/R&D space
- Retail restaurant space
- Office space

With respect to retail/restaurant businesses, the TNDG demand model will identify specific opportunities for additional facility development (or new retail/restaurant tenancies in existing space) in Pinole. The model first evaluates existing retail attraction patterns (comparing potential demand to actual existing sales) and then estimates the portion of the existing sales attraction that could realistically be retained given the increasing impacts of online sales. The model also forecasts future demand growth based on projected increases in local/regional population, employment and highway traffic. Potential demand for new retail businesses is expressed in terms of square feet supportable by major retail category (i.e., apparel, home furnishings, specialty, general merchandise, grocery, restaurants, hardware, etc.).

Deliverables for Task C:

Summary report (draft and final) for Business/Industry Sector Analysis

Summary report (draft and final) for Consumers Demand / Real Estate Market Analysis

D. Preparation of a customized, locally based economic development strategy setting forth goals and objectives for taking advantage of the opportunities and solving the economic development challenges of the City, including suggested activities, projects and programs and objectives to implement goals set forth in the strategy

The TNDG Team will integrate the findings and strategic implications from all preceding tasks into a comprehensive Economic Development Strategic Plan (EDSP) for Pinole. The Plan will provide a detailed blueprint for the City's economic development programming, with both short-term (2-year) and longer-term (5-year) recommendations for attracting, strengthening, and sustaining the identified set of target industries and implementing other strategies. The Implementation Plan will be organized in terms of the following elements:

- ❖ **A Real Estate Development/Marketing Strategy**, including specific recommendations for optimizing light industrial, office and retail development opportunities. These recommendations would be location-specific and oriented to key "opportunity sites" (or other subareas) identified during the course of the planning process.
- ❖ **A Business Retention/Expansion/Attraction Strategy** reflecting the specific industry clusters and market segments identified in the technical analyses. The target industry strategy will include the following components:
 - Specific recruitment goals and objectives.
 - Workforce development strategies oriented to the needs of the priority industry clusters.
 - Recommendations regarding physical infrastructure improvements and other "capacity building" issues relevant to the targeted industry clusters.
 - Strategies for supporting and encouraging entrepreneurship and innovative activities within targeted industry clusters.
- ❖ **A Branding and Logo Strategy (developed by Golden Shovel Agency)** to communicate the City's goals and initiatives through a new logo and brand identity that focus on engaging with target audiences. The branding strategy will create a unifying identity and a compelling message that the City of Pinole can leverage to engaging with its target audiences; specifically the communities, existing businesses, site selectors, prospective businesses, investors, and the region. This process will also include the delivery of a formal brand style guide for brand consistency and compliance. Your brand is your story and your relationship with others: A brand is more than just a logo and colors. The brand of your organization influences each visitor's point of communication. (i.e., website, phone calls, newsletters, newspapers, office visits, mailings, etc.). It must effectively support the marketing strategy of attraction while communicating with your target audiences.

- ❖ Specific **Recommendations for Leveraging Key Regional Initiatives and Resources** within the City’s overall development and business attraction efforts.
- ❖ A strategy to address **Foundational Elements**, including: 1) recommendations regarding physical infrastructure improvements and other “capacity building” issues affecting the viability of the target clusters, 2) integration of existing assets such as transportation and educational systems, and 3) recommended measures to ensure the City’s “business friendliness” (reflecting key competitiveness issues identified in the proceeding tasks).
- ❖ A **Prioritization Matrix** indicating the potential timing of the various action items (immediate, 1-2 years, 3-5 years), and identifying the specific projects and programs that would provide the best leverage of available resources.
- ❖ Recommended **Staffing/Organizational Structure** for the City’s economic development programming.
- ❖ A **Responsibility Matrix** indicating the entities who would most appropriately be tasked with carrying out various action items (including collaborating regional agencies and private sector “partners”).
- ❖ A **Monitoring Program** to track the implementation of the Plan and to refine strategy objectives over time. The monitoring program will include performance-based “metrics” utilizing readily available data sources.

Deliverable for Task D:

EDSP document (draft and final)

E. Stakeholder / Community Engagement

TNDG’s overall stakeholder/community engagement will include the following components:

- A series of “summit” meetings with an ad hoc economic development committee (representing a broad mix of the City’s business leaders and institutional partners);
- A community workshop oriented to the general public;
- Presentation of the final EDSP to the Pinole City Council for consideration and approval; and
- As-needed coordination meetings with City staff.

The proposed formats of the committee meetings and community workshop are described below.

E.1 Interaction with Economic Development Committee. The concept of an Economic Development “Summit” process would be utilized as the primary tool for engaging the ad hoc economic development committee. This process, used successfully in TNDG strategic plan development for a number of other clients, would consist of a progressive series of three work sessions during the course of the assignment and would be designed to allow for periodic (e.g., annual) follow-up committee meetings subsequent to the completion of the plan. In TNDG’s experience, the follow-up meetings provide a highly effective mechanism for monitoring (and showcasing) implementation progress and, very importantly, for maintaining the stakeholders’ interest in (and sense of accountability for) long-term success of the program. The proposed sequence of Summit meetings for this process would be as follows:

- Summit Meeting #1 would be concurrent with the SWOT analysis (Task B) and would have two major purposes: (a) the TNDG team would present key findings from the team’s initial technical studies; and (b) TNDG would facilitate a workshop to get the committee’s preliminary ideas on key issues, constraints and opportunities affecting Pinole’s economic development potentials.
- Summit Meeting #2 would occur approximately mid-way through the process. At this meeting TNDG would present a preliminary strategic framework for the plan and then facilitate a workshop to get the committee’s input on potential implementation strategies.
- Summit Meeting #3 would occur near the end of the process. At this meeting TNDG would review the Draft EDSP (which would be circulated to the committee in advance of the meeting) and will get feedback from the committee members regarding: (a) prioritization of the specific strategies included in the plan, and (b) designation of “lead entities” (i.e., specific City departments and/or external “partner” organizations) for each implementation strategy.

E.2 Community Workshop. TNDG’s budget for this proposal includes a community workshop oriented towards the general public (Pinole residents and the business community). The purpose of this meeting would be to present a draft of the EDSP and to get community input (via facilitated discussion) on prioritization of EDSP programs and action items.

Appendix A of this proposal provides web links to recent EDSP work products completed by our team. Although all of our work products are highly customized to reflect the unique circumstances, needs and opportunities of each client, the provided samples provide a good indication of the level of detail and overall quality of work that Pinole can expect for this project.

5. FEE PROPOSAL

The TNDG team would complete the proposed scope of work for a total fixed fee of \$88,130 (EIGHTY-EIGHT THOUSAND ONE HUNDRED AND THIRTY DOLLARS). Consultant hours by major project component are estimated as follows:

Hourly rates ---►	\$240 Dale	\$190 McClure	\$190 Levenson	\$125 Collins	Costs
Work Scope Element	Hours				
<i>A: Review and analysis of existing data</i>	8	12	-	40	\$9,200
<i>B: SWOT review and analysis</i>	8	20	-	40	\$10,720
<i>C: Market analysis (target industries/clusters and real estate demand analysis)</i>	32	40	40	62	\$30,630
<i>D: EDSP (draft and final)</i>	24	32	-	-	\$11,840
<i>E: Meetings / stakeholder engagement</i>	32	24	-	-	\$12,240
Sub-totals, TNDG	104	128	40	142	\$74,630
Expenses:					
Sub-contract (Golden Shovel Agency)					\$9,500
Travel (mileage, etc.)					\$2,500
Data					\$1,500
Total Cost, excluding optional task					\$88,130

TNDG proposes the following payment schedule for this contract:

Task A Summary (memorandum report)	\$10,000
SWOT Summary (memorandum report)	\$10,000
Commercial/Industrial Real Estate Demand Report (draft)	\$12,500
Commercial/Industrial Real Estate Demand Report (final)	\$2,500
Business Industry/Sector Report (draft)	\$12,500
Business Industry/Sector Report (final)	\$2,500
Summit Meeting #1	\$3,000
Summit Meeting #2	\$3,000
Summit Meeting #3	\$3,000
Community Workshop	\$3,000
Branding and Logo Strategy (draft)	\$6,500
Branding and Logo Strategy (final)	\$3,000
Draft EDSP	\$9,500
Final EDSP	\$2,500
Final hold-back payment for satisfactory completion of all tasks	\$4,630
Total	\$88,130

6. REFERENCES

Project:	Economic Development Strategic Plan for City of Vista, CA
Client Contact:	Kevin Ham, CEcD, HLM, ACE Director of Economic Development City of Vista (760) 643-5244 kham@cityofvista.com
Dates:	April 2020 – February 2021
Key Personnel:	Roger Dale, Joe McClure, Alan Levenson, Joe Collins

Project:	Target Industry Analysis & Comprehensive Economic Development Strategy (CEDS) for City of Escondido, CA
Client Contact:	Michelle Geller (former Economic Development Manager for City of Escondido) Economic Development Manager City of Oceanside (760) 435-3351 mgeller@oceansideca.org
Dates:	January 2012 – July 2012 (updated in 2018)
Key Personnel:	Roger Dale, Joe McClure, Alan Levenson

Project:	Economic Development Strategic Plan for County of Ventura, CA
Client Contact:	Paul Stamper Deputy Executive Officer, County Executive Office County of Ventura (805) 654-3938 Paul.Stamper@ventura.org
Dates:	June 2016 – October 2017
Key Personnel:	Roger Dale, Joe McClure, Alan Levenson, Joe Collins

7. CONFLICTS AND TERMINATIONS

The Natelson Dale Group, Inc. (TNDG) does not have any existing or potential conflicts of interest relative to this assignment.

In February 2021, TNDG was terminated from its role as subcontractor for a General Plan update for the City of Solvang, CA. The City requested that TNDG withdraw from the project due to a perceived conflict of interest resulting from TNDG's concurrent work for the County of Santa Barbara (TNDG was evaluating Sheriff's Department cost allocations for contract law enforcement cities – including Solvang – as part of a contract negotiation process).

8. STANDARD AGREEMENT

If selected for this assignment, The Natelson Dale Group, Inc. (TNDG) will accept all terms of the City's Standard Consulting Services Agreement. In addition, TNDG will provide and maintain all insurances required by the agreement.

APPENDIX A – LINKS TO SAMPLE WORK PRODUCTS

Representative samples of TNDG’s work are accessible online at the links provided below. Although all of our work products are highly customized to reflect the unique circumstances, needs and opportunities of each client, the provided samples provide a good indication of the level of detail and overall quality of work that Pinole can expect for this project.

Project:	Economic Development Strategic Plan for County of Ventura, CA
Report Link:	http://vcevsp.org/strategic-plan/strategic-planning-documents/

Project:	Economic Development Strategic Plan for City of Palm Desert, CA
Report Link:	https://www.cityofpalmdesert.org/home/showdocument?id=9273

Project:	Economic Development Strategic Plan for City of Kyle, TX
Report Link:	http://kyleed.com/sites/default/files/files/Resources/Kyle%20Economic%20Development%20Strategic%20Plan%20(9-10-15)%20FINAL.pdf

Project:	Investing in Manufacturing Communities Strategic Plan for Yuma County, AZ
Report Link:	http://www.yumacountyaz.gov/home/showdocument?id=23631

Project:	Economic Development Strategic Plan for City of Stockton, CA
Report Link:	http://www.stocktongov.com/files/EDStrategicPlan.pdf

APPENDIX B – COMPANY PROFILE (GOLDEN SHOVEL AGENCY)



GROUNDBREAKING ECONOMIC DEVELOPMENT COMMUNICATIONS

NEED TO ATTRACT
BUSINESS AND
TALENT TO YOUR
COMMUNITY?

ARE YOUR CURRENT
MARKETING
STRATEGIES
REACHING THEIR
INTENDED
AUDIENCES?

IS THE DAILY
CHALLENGE OF
TIME AND
RESOURCES
HINDERING
POSSIBLE GROWTH?

DO YOU NEED A
MORE COMPETITIVE
APPROACH TO WIN
BUSINESS
CONSISTENTLY?

**THAT'S WHY EVERYTHING WE DO CONNECTS BUSINESSES
AND TALENT WITH THE COMMUNITIES THEY WILL THRIVE IN.**

Working with clients on a monthly basis, Golden Shovel strategists understand your goals and objectives intimately. They become trusted extensions of your team and pull in additional resources when necessary. Whether that involves design changes, creating custom content, or running an outbound marketing campaign, we understand the best way to meet your immediate or long term needs. Golden Shovel strategists serve as both account managers and project managers to ensure that your communication and marketing needs are met month in and month out.

ABOUT GOLDEN SHOVEL

Golden Shovel Agency is a full-service communications firm, working exclusively with economic developers, chambers, cities, counties, and state government. We bring creative energy to the work of economic development. Whether the goal is to attract and support great businesses or great talent, we specialize in your world. We've helped over 200 communities across North America shape and tell their stories in order to strengthen the vitality of their regional economies.

We are knowledge experts and communications specialists. Our team has a deep understanding of economic development and we use this expertise to support our client's daily activities. Whether it's engaging the press, attracting investments and workforce, or communicating with stakeholders and board members, our focus is on our client's success and their consistent ability to win in a competitive space.

SERVICES WE PROVIDE:

- Strategic Marketing Plans
- Content Strategies and Solutions
- Web Development
- Branding
- Public Relations
- Social Media Management
- Paid Campaigns
- Lead Generation
- Virtual Reality Tours
- Opportunity Zone Marketing
- Additional Communications Tools

TO IMPLEMENT GROUNDBREAKING COMMUNICATIONS STRATEGIES, CONTACT:



Warren Westcott
National Sales Manager
952.454.4068
wwestcott@goldenshovel.com

OUR CLIENTS SAY IT BEST:

"I worked with Golden Shovel Agency to build an economic development portal for Great River Energy and our 28 member co-ops. The team at Golden Shovel Agency customizes their solution to meet the individual needs of their clients. The professionalism, attention to detail, and customer service that Golden Shovel provides is outstanding."

Tom Lambrecht • Great River Energy

"Selecting Golden Shovel to build our new Economic Development website was not a risk. Their work with other communities across the country garnered immediate consideration. Golden Shovel delivered, making this the most seamless, stress-less website development project with which I have ever been engaged."

Linda DiMario • Irvine Chamber Economic Development

"As York County Development Corporation undertook the design of the website in partnership with Golden Shovel, we had some high level goals. In today's competitive world, it is imperative to stand out, yet have our site answer the questions a business or site selector would have. Golden Shovel has been an invaluable partner in our efforts."

Lisa Hurley • York County Development Corporation

Golden Shovel

GROUNDBREAKING ECONOMIC
DEVELOPMENT MARKETING &
COMMUNICATIONS



43 EAST BROADWAY • LITTLE FALLS, MINNESOTA 56345

WWW.GOLDENSHOVELAGENCY.COM



CITY COUNCIL REPORT

10A

DATE: SEPTEMBER 7, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

BY: ALEX MOG, ASSISTANT CITY ATTORNEY

**SUBJECT: REVIEW STATUS OF COVID-19 LOCAL EMERGENCY
DECLARATION AND CONSIDER RESOLUTION CONFIRMING
CONTINUED EXISTENCE OF LOCAL EMERGENCY**

RECOMMENDATION

Staff recommends that the City Council review the status of the COVID-19 local emergency declaration and consider a resolution confirming the continued existence of a local emergency.

BACKGROUND

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

The California Emergency Services Act requires the City Council to review the need for continuing the local emergency at least once every sixty (60) days. Although the local emergency does not end until terminated by the City Council, the Pinole Municipal Code requires the City Council to review the need for continuing the local emergency every fourteen (14) days.

The City Council has confirmed the continued existence of the local emergency repeatedly since the emergency was first declared. This staff report discusses the current status of the COVID-19 pandemic and the emergency declaration, and whether the local emergency declaration should continue.

DISCUSSION

Current Case & Vaccination Trends

There have now been over 86,000 cases of COVID-19 within the County and approximately 860 deaths, which is a steady increase in new cases over the last month. The case rate within the County for vaccinated individuals is approximately 3 new case per day per 100,000 people, which is a decrease from two weeks ago. The case rate within the County for unvaccinated individuals is approximately 46 cases per day per 100,000, which is almost ten times the rate as of 6 weeks ago and approximately the same as two weeks ago.

In Pinole, the rate of new cases over the last fourteen (14) days is approximately 370 new cases per 100,000 people. This is a dramatic increase over the last six weeks, when the case rate was approximately 50 new cases per 100,000, but is approximately the same as two weeks ago. This is consistent with trends throughout Contra Costa County and California regarding case rates. This trend is caused by the spread of the COVID-19 Delta Variant, which is highly contagious, especially among the unvaccinated population.

Administration of the COVID-19 vaccine has been very successful in Contra Costa County, but progress has mostly stopped. The County estimates that over 84% of residents over the age of 12 have now received the first dose of the vaccine, and around 77% are fully vaccinated. Over 1.57 million vaccinations have already been administered in the County. The daily number of individuals being vaccinated has increased more rapidly over the last few weeks than had been the case for the last few months, but the increase remains slow.

Role of Emergency Declaration

Under State law and the Pinole Municipal Code, the City may declare an emergency to respond to conditions of disaster or of extreme peril to the safety of persons and property within Pinole. There are three main reasons for a City to adopt an emergency declaration, each of which is addressed below.

1. *Emergency Powers.* An emergency declaration gives the City the power to adopt emergency rules and waive certain otherwise applicable procedural requirements. For example, the City used these powers to adopt a temporary eviction moratorium. That moratorium was not renewed after Contra Costa County adopted a similar moratorium that applied in Pinole.

Pinole also adopted an urgency ordinance giving the Zoning Administrator the authority to issue temporary permits waiving otherwise applicable requirement of the Zoning Code in order to facilitate business operations during COVID-19. This authority was primarily used to allow restaurants to operate outdoors without going through the normal permitting process for outdoor seating. The temporary permits

last for 90 days and can be renewed if the Zoning Administrator determines an extension is necessary to facilitate business operations affected by public-health orders. If the City Council decides to terminate the emergency declaration, the urgency ordinance would terminate automatically. However, permits issued prior to the termination would remain valid until they expire.

The City is not currently using its emergency powers for any other purpose. In contrast, some other cities and counties continue to use their emergency powers to justify specific actions or ordinances, such as local eviction moratoria, hazard pay ordinances, and delivery fee caps.

2. *Funding.* Typical, an emergency declaration is necessary for a city or county to access certain types of State and Federal emergency funding. This requirement is common for natural disasters and other types of localized emergencies. Because of the widespread nature of the COVID-19 pandemic, State and Federal financial assistance related to COVID-19 has been provided without a requirement that the City maintain a general emergency declaration. Terminating the local emergency would have no impact on the City's ability to receive State or Federal emergency funding, or place in jeopardy any funding the City has already received from the State or Federal government.

3. *Public Messaging.* An emergency declaration sends a message to the public that unusual conditions exist that actively threaten the public health, safety or welfare in the community. Continuing to renew the emergency declaration may help communicate to the public that the COVID-19 emergency persists, while terminating the emergency may send a message suggesting that the risks related to COVID-19 are over. As the "Delta-Variant" has demonstrated over the last few months, the threats caused by COVID-19 are ongoing and serious, although those risks can be significantly mitigated through vaccinations and other precautions.

While communicating the continued threats caused by COVID-19 to the public is important, the pandemic has been going on for eighteen (18) months and its existence is universally known. Information about COVID-19 and related risks are widely discussed in traditional and new media, as well as by the County, State and Federal governments. It is unlikely that any individual's actions or decision related to COVID-19 are heavily influenced by whether or not the City has a declared local emergency.

Both the State and County's emergency declarations remain in effect, and there have been no indication that either order will be terminated soon. We are not aware of any city or county in the Bay Area that has proactively terminated its local emergency. However, not every city has continued to periodically review and confirm the need for the continuing emergency. This potentially leaves those emergency declarations vulnerable to challenge, but if those cities have not taken any ongoing actions under their emergency declarations, the potential invalidation of the emergency declaration would have no practical impact.

If the City Council desires to maintain the locally declared emergency, the Council should adopt the proposed resolution to confirm the continued existence of the local emergency. If the City Council desires to end the locally declared emergency, the Council can direct staff to prepare a resolution for the September 21st meeting to explicitly terminate the local emergency. Alternatively, the City Council can take no action at this time and the local emergency declaration will expire by time consistent with local and State law.

FISCAL IMPACT

There is no direct fiscal impact from the adoption of the resolution ratifying a local emergency.

ATTACHMENTS

- A. Resolution Confirming Continued Existence of Local Emergency

3863188.1

RESOLUTION 2021-XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY DUE
TO COVID-19**

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

WHEREAS, in accordance with Government Code Section 8630 and Pinole Code Section 2.32.060, the Director of Emergency Services proclaimed the existence of a local emergency caused by the Novel Coronavirus (COVID-19), a respiratory disease first identified in China that may result in serious illness or death that is easily transmissible from person to person, on March 18, 2020; and

WHEREAS, on March 24, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency issued by the Director of Emergency Services; and

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

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

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

WHEREAS, there have now been over 86,000 cases of COVID-19 and approximately 860 deaths within the County; and

WHEREAS, the case rate within the County for vaccinated individuals is approximately 3 new case per day per 100,000 people and the case rate within the County for unvaccinated individuals is approximately 46 cases per day per 100,000; and

WHEREAS, in recent weeks case rates have increased rapidly in Contra Costa County and throughout the state because of the spread of the COVID-19 Delta Variant, which is highly contagious, especially among the unvaccinated population; and

WHEREAS, in order to maintain progress in containing the spread of COVID-19, the public must continue to practice appropriate safety measures; and

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 7th day of September, 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 7th day of September, 2021.

Heather Iopu, CMC
City Clerk

3863201.1



CITY COUNCIL REPORT

11A

DATE: SEPTEMBER 7, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: MICHAEL LAUGHLIN, COMMUNITY DEVELOPMENT CONSULTANT, CSG
KATHLEEN GALLAGHER, SUSTAINABILITY CONSULTANT, CSG

SUBJECT: PRESENTATION ON CITY ACTIVITIES RELATED TO CLIMATE CHANGE AND DISCUSSION AND POSSIBLE DIRECTION ON ADDITIONAL CITY ACTION TO ADDRESS CLIMATE CHANGE

RECOMMENDATION

Staff recommends that the City Council receive a presentation on City activities related to climate change and discuss and possibly provide direction on additional City action to address climate change.

BACKGROUND

The State of California has set state-wide Greenhouse Gas (GHG) emission reduction goals to mitigate negative impacts of climate change and transition the State to a low-carbon economy. In particular, the State has set the following goals:

- Reduce state-wide GHG emissions to 1990 levels by 2020 (Assembly Bill (AB) 32 (2006));
- Reduce state-wide GHG emissions to 40 percent below 1990 levels by 2030 (Senate Bill (SB) 32 (2016)); and
- Achieve carbon neutrality by 2045 (Executive Order (EO) B-55-18 (2018)).

The California Air Resources Board (CARB) is the State agency responsible for achieving these goals. CARB has implemented a number of state-wide programs to address GHG reductions, including the following:

- Advanced Clean Cars Program - coordinates the goals of the Low Emissions Vehicles, Zero Emissions Vehicles, and Clean Fuels Outlet programs, and is more stringent than the federal corporate average fuel economy (CAFE) standards;
- Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations Title 24);

- California Renewable Portfolio Standard (RPS) - requires retail electricity providers to increase procurement from eligible renewable energy resources to 50 percent of total procurement by 2026, 60 percent of total procurement by 2030, and 100 percent of total procurement by 2045;
- Short-Lived Climate Pollutant Reduction Strategy; and
- Executive Order (EO) N-75-20 - requires that all new cars and passenger trucks sold in California by 2035 be zero-emission vehicles.

The 2020 goal set by AB 32 (reduce state-wide GHG emissions to 1990 levels) was achieved by the State in 2016. Recent forecasts predict that state-level legislative reduction programs, like those referenced above, will reduce GHG emissions by 31 percent below 1990 levels in 2030, and 39 percent in 2045, primarily through the California RPS. In 2030, transportation emissions are still expected to be the largest contributor to overall emissions (65 percent), followed by building energy (23 percent), waste, off-road transportation, and water and wastewater treatment and transmission. In 2045, transportation emissions are expected to account for 64 percent of emissions, followed by building energy (22 percent), waste, off-road transportation, and water and wastewater.

State-level programs alone are not projected to be sufficient to meet all of the State reduction targets. The State is hoping and expecting that other organizations, including cities and counties, will take their own, additional steps to reduce GHG emissions. Cities primarily use a Climate Action Plan (CAP) or a Climate Change Element of their General Plan to identify local GHG sources and identify specific emission reduction programs. The first step is typically through the preparation of a community wide and municipal GHG inventory to identify the GHG sources.

REVIEW & ANALYSIS

City Activities Related to Climate Change and Sustainability

The City has taken a number of steps to address GHG emissions and sustainability, described below.

As part of the 2010 General Plan update, the City opted to prepare a Sustainability Element (attached). At the time, very few General Plan updates in the State included this optional element. The City was recognized for incorporating this element into the General Plan by the San Francisco Bay Conservation and Development Commission (SBDC). The goals in the Sustainability Element are as follows:

- Goal SE.1: Become a “Model City” that demonstrates how sustainable practices can be incorporated in the municipal, commercial and residential functions of a city.

- Goal SE.2: Create a nurturing and enriching environment where learning about sustainable practices begins from the earliest ages and is available to all community members, businesses and decision makers.
- Goal SE.3: The City will reduce its contribution to climate change and mitigate and adapt to the effects of climate change as appropriate.
- Goal SE.4: Optimize energy efficiency and renewable energy.
- Goal SE.5: Achieve a solid waste diversion of 75% of the waste stream by 2020.
- Goal SE.6: Integrate green building standards into all new and rehabilitated development.
- Goal SE.7: Air Quality will be maintained and improved for the City of Pinole and the Bay Area as a region and not decline below levels measured in the early 1990's.
- Goal SE.8: Utilize transit options and reduce vehicle miles traveled and single occupancy vehicle use.
- Goal SE.9: Protect, preserve and enhance the natural resources of Pinole.

Each of these goals has related policies and implementation measures.

Since 2010, the City has taken some steps to advance sustainability and address climate change. Some of the City's actions and accomplishments are listed in the attached document of Pinole Sustainability Accomplishments. The City has made progress in communitywide reductions in water use and GHG producing energy through the procurement of energy through MCE. In addition, actions have been taken within City departments to reduce energy and water use through upgrades in lighting to LED and landscape upgrades. Future actions are planned or in process. To a large extent, actions to reduce GHG emissions have taken place organically within departments. The City does not regularly produce a report on achievement of the Sustainability Element's goals, policies, or actions. The City has not completed the action items under Goal SE.3, which include preparation of a GHG inventory and a CAP.

Potential Next Steps of City Action to Address Climate Change

As noted above, the City has a Sustainability Element that is part of the General Plan. The City does not track the achievement of the Sustainability Element's goals, policies, or actions, and some of the goals, policies, and actions are not yet complete. Staff recommends that the City assess and report out on the status of completion of the Sustainability Element's goals, policies, and actions.

Also as noted above, a prerequisite to strategically and effectively addressing GHG emissions in a community is completion of a municipal and community wide GHG emission inventory and a CAP. Staff recommends that the City Council direct staff to include, in the next Council resolution making mid-year adjustments to the FY 2021/22 Operating and Capital Budget, an appropriation of funds to contract with a professional services firm to complete a GHG emission inventory and a CAP. The scope of typical

CAPs has expanded over time such that CAPs are now often broad enough to constitute a sustainability plan.

Staff recommends that the City thoroughly review the Sustainability Element and update it as appropriate as part of the next complete update of the General Plan.

The City's recent discussion of climate change was prompted in part by the Contra Costa County Board of Supervisors' adoption of a resolution in September 2020 (Resolution No. 2020/256, attached) that declared a climate emergency and committed the County to taking a number of actions to address climate change. The County has already adopted a CAP and has a number of mechanisms and programs in place that address climate change. The Contra Costa County Climate Leaders (4CL), a regional environmental organization, has also created a model resolution regarding climate change that it requests that cities adopt, attached. City staff recommends that the City Council review adopted or model resolutions from other organizations and provide direction to City staff on whether to prepare a resolution, and what it would contain, for Council consideration at a future Council meeting.

FISCAL IMPACT

There is no fiscal impact from receiving this report or providing direction to staff.

ATTACHMENTS

- | | |
|--------------|---|
| Attachment A | City of Pinole 2010 General Plan Sustainability Element |
| Attachment B | Pinole Sustainability Accomplishments |
| Attachment C | Contra Costa County Board of Supervisors Resolution No. 2020/256 |
| Attachment D | Contra Costa County Climate Leaders (4CL) Template/Model Climate Emergency Resolution |

CHAPTER 11: SUSTAINABILITY

[Return to Agenda](#)

SUSTAINABILITY

TABLE OF CONTENTS

Introduction	11.0-1
Sustainability in Pinole	11.0-2
Relationship to Other General Plan Elements	11.0-3
Issues and Objectives	11.0-4
Social Systems.....	11.0-4
Economic Systems.....	11.0-5
Environmental Systems.....	11.0-5
Climate Change	11.0-7
Goals, Policies and Implementation Actions in Other Elements	11.0-8
Goals, Policies and Implementation Actions.....	11.0-9

SUSTAINABILITY

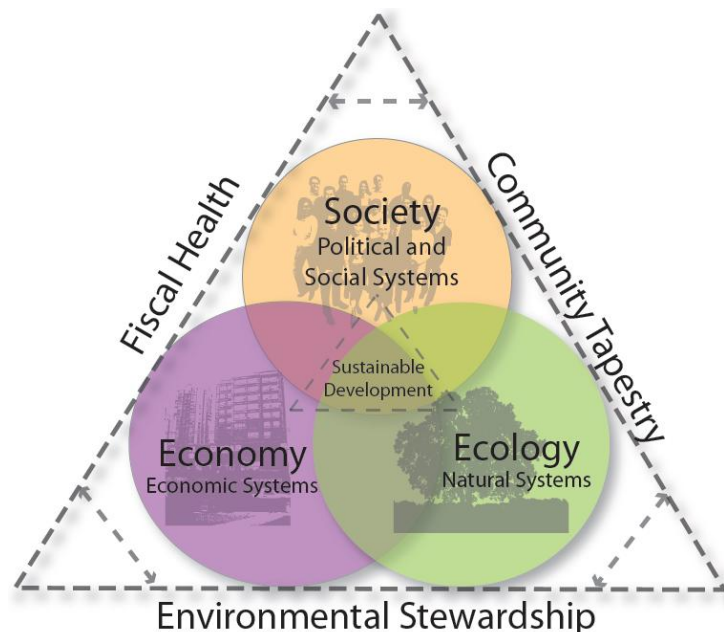
INTRODUCTION

The role of local governments is becoming increasingly important in combating climate change through setting policies for future community actions. The Pinole General Plan incorporates sustainable policies and programs throughout all elements of the plan. The Sustainability Element creates a framework within which the City will link these elements and identify programs to implement sustainable policies and practices to improve the quality of life and public health, increase energy efficiency and reduce waste by utilizing more sustainable and compact development patterns, encourage alternative forms of transportation, and establish programs to minimize the waste stream and improve water quality.

Pinole places high value on civic and economic self-sufficiency and maintaining a mix of housing options to allow Pinole seniors to “age in place” without leaving their community and support system, and to allow Pinole’s youth to remain in the community as they start families.

The Sustainability Element supports land use patterns and programs that will enhance opportunities to improve ecological conditions, enhance the local economy, and provide equal job, housing, education, recreation, and transportation opportunities. The Sustainability Element is also the General Plan chapter that most allows Pinole to address local climate change issues by setting goals and policies to guide Pinole’s efforts to reduce greenhouse gas emissions (GHGs), encourage renewable energy sources, expand local use of green technology, and educate Pinole’s residents on how they can live fully while preserving Pinole for future generations.

Below is a visual representation of the concept of sustainability in Pinole. The overarching themes of fiscal health, community tapestry, and environmental stewardship shape the goals, policies, and actions in this element, as well as the General Plan.



SUSTAINABILITY

SUSTAINABILITY FOR PINOLE

- A sustainable Pinole is a community where members meet their needs and express their greatest potential in the present and plan and act for the ability to maintain these ideals indefinitely.
- It is a place where people live, work and thrive in a healthy and vibrant community. In a sustainable Pinole,
 - the natural environment is protected and enhanced,
 - the community's small-town character and history is celebrated and preserved,
 - there is economic opportunity and security for businesses and economic variety for residents,
 - each member of the community's needs are provided for,
 - the community is visually and physically connected,
 - opportunities to play and relax are abundant,
 - arts are encouraged and promoted, and
 - decision making takes a whole-systems approach and includes the entire community.
- Having a sustainable Pinole is a journey rather than a destination. The immediate and long-term well-being of the city and its citizens is protected and enhanced while providing the highest quality of life possible.



Since sustainability is at the core of the General Plan, sustainable policies are described within each element. To make sustainable policies easier to recognize, they are identified with a recognizable icon. The Sustainability Element describes existing City programs and policies that support sustainable land use and describe new goals, policies, objectives and programs that will keep Pinole sustainable in the future.

SUSTAINABILITY IN PINOLE

Given its small size and the built out nature of the community, Pinole is already practicing sustainable development in a variety of ways in order to optimize use of limited resources. Notable among the City's recent programs are:

- Partnership with the County and other sustainability partners
- Acceptance of the Pinole Creek Vision, Master Plan and Restoration Project.
- Consideration of alternative sewage disposal and treatment.
- Waste management through an e-waste program and City-sponsored community garage sales and/or other recycling events.

SUSTAINABILITY

- Examination of opportunities to extend solar power to public buildings.
- Completion of a Greenhouse Gas Inventory to establish a baseline level of greenhouse gas (GHG) emissions within Pinole.
- PDAs. All three of Pinole's main corridors (San Pablo Avenue, Pinole Valley Road and Appian Way) have been designated as Potential Priority Development Areas (PDAs) by ABAG. As part of a region-wide planning effort, Pinole seeks to focus housing development along with amenities and services to meet the day-to-day needs of residents in a pedestrian-friendly environment served by transit.
- Three Corridor Specific Plan – The City has prepared a draft plan for the three main commercial corridors in Pinole (as discussed further in the Land Use and Economic Development Element and Circulation Element) and will adopt a Specific Plan to promote more compact development along these corridors, mixed housing types, alternative design guidelines, enhancement of the cultural resource of Old Town Pinole, alternative modes of transportation and an improved jobs/housing balance.
- Stormwater Management – Pinole has joined the State of California and Contra Costa County in implementing programs that reduce impervious surfaces and clean stormwater runoff before it enters San Pablo Bay.



Moderate Density Housing on a Multi-Modal Transportation Corridor

RELATIONSHIP TO OTHER GENERAL PLAN ELEMENTS

A Sustainability Element is not a State-mandated general plan element. The City of Pinole is the first community in Contra Costa County to prepare a sustainability element to help guide future land use within the City. The Sustainability Element of the Pinole General Plan is adopted pursuant to the authority granted to local jurisdictions by Section 65303 of the Government Code of the State of California, which states:

The general plan may include any other elements or address other subjects which, in the judgment of legislative body, relate to the physical development of the county or city.

Individual General Plan Elements must be consistent with each other. The General Plan Elements that must be coordinated with the Sustainability Element to ensure consistency include Land Use and Economic Development (density and location of land uses), Community Services and Facilities (energy, conservation, green building, etc.), Natural Resources and Open Space Element (man-made hazards, development constraints, and open space policies),

Health and Safety, Housing, and Circulation (movement through the community, including bicycle and pedestrian circulation).

SUSTAINABILITY

The City of Pinole has previously established many sustainable policies and programs which are detailed in the Background Report.

ISSUES AND OBJECTIVES

The following issues reflect the values important to the residents of Pinole, as well as address the areas of concern. Each issue area defines an objective that Pinole will use to set goals that will lead the City to become more sustainable.



Pinole Senior Center

- **Social Sustainability:** Fostering community participation (in the planning process and in the community itself), access to public resources/open space, physical access to the community (transportation), equal access to a variety of housing opportunities that are compatible with the City's workforce, fostering a vibrant community that draws a mix of people from different age groups, cultural backgrounds, and interests.
- **Economic Sustainability:** Access to a variety of local jobs, fostering local green businesses and products (reduces need for transportation of goods that consumes fossil fuels), reliance on local businesses to serve local needs, promotion of home-based businesses, and community-supported agriculture.
- **Environmental Sustainability:** Protecting and conserving natural resources and habitats, promoting renewable energy, climate change mitigation and adaptation, reducing waste, promoting alternative energy sources, and ensuring a healthy ecosystem.

SOCIAL SYSTEMS

The City will support convenient and equal access to community services, diverse housing opportunities, and expanded awareness of and support for sustainable programs and practices that serve residents of all ages.

- Maintain a safe city for all residents of the community.
- Maintain excellent community services that meet the local government, recreation, and community facility needs of all residents.
- Provide workforce affordable housing that meets Pinole's share of regional needs, conserve existing housing and residential neighborhoods, provide housing opportunities for diverse population. Ensure that housing opportunities exist in Pinole for those working in the city limits.
- Public outreach to inform and develop community support for sustainability programs.
- Promote programs that assist seniors to "age in place."

SUSTAINABILITY

ECONOMIC SYSTEMS

The City will support creation and maintenance of a thriving business environment comprising a diverse mix of commercial, retail and professional services that is compatible with Pinole's residential character and natural environment.

- Encourage jobs/housing balance.
- Provide adequate housing for all income levels.
- Encourage the expansion of telecommunications infrastructure.
- Provide a fair and predictable land use planning process.
- Encourage green jobs and opportunities for green industry.
- Foster initiatives that positively affect the city's business climate and strengthen business operations in Pinole.
- Promote home-based businesses and live/work opportunities consistent with the zoning ordinance.
- Work to maintain diversity in economic sectors to withstand economic fluctuations and provide needed goods and services required to meet community needs.
- Identify sources of sustainable funding for ongoing community programs.



San Pablo Bay

ENVIRONMENTAL SYSTEMS

The City will maintain a sense of environmental responsibility which entails living in balance with the natural coastal, riparian and hillside environmental subsystems within Pinole. The city's rich and varied natural features, scenic vistas, ecosystems, and biodiversity should be protected from further intrusion, disruption, consumption and fragmentation.

Pinole's environmental responsibility covers several different areas: greenhouse gas emissions, water resources, solid waste, transportation, compact development, open space, environmentally sensitive lands.

- Promote sustainable energy, water, and resource use.
- Encourage energy-efficient "green buildings" as certified by the U.S. Green Building Council's LEED Program or equivalent certification.

SUSTAINABILITY

- Expand the use of green practices in both the public and private sectors.
- Address the City's contribution to climate change while preparing for the potential impacts from climate change on the community.
- Establish a green building and environmentally preferable purchasing program for City operations and facilities.
- Support ongoing and expanded recycling efforts within the community.
- Reduce hillside erosion and threats to coastal ecosystem health, as discussed further in the Health and Safety Element (Chapter 9).

Greenhouse Gas Emissions. The City will manage its own operations to be as pollution-free as possible. The City will work with other agencies and organizations to help educate citizens in ways to reduce greenhouse gas emissions and employ best available practices in City operations. "Best available practices" means behavior and technologies that produce the least air pollutants for a desired outcome, considering available equipment, life-cycle costs, recycled material content, social and environmental side effects and the regulations of other agencies.

Sustainable Water Resources. The City will prudently manage water resources to sustain plant and animal life, support urban activities, and protect public health and safety. The City will manage water use and disposal to:

- Pursue long-term reductions in the volume of discharge to the San Pablo Bay (Bay) through reuse of wastewater and the increase of Low Impact Development.
- Pursue long-term reductions of the mass discharge of each pollutant to the creeks and Bay through a combination of effluent reuse, pollutant decreases and stormwater pollutant decreases.
- Pursue long-term reductions of pollutant concentrations in the ecosystem (air, water and land) from the residuals generated by the water pollution control and treatment plants.
- Ensure a sustainable water supply to support the expected future growth of Pinole.
- Use natural systems to maintain and enhance environmental quality by having them perform such functions as cleaning air and water, and controlling storm water runoff.



Water Efficient Gardening

Solid Waste. The City will promote efforts designed to reduce the amount of solid waste generated and ensure that generated waste is recycled or efficiently disposed of in an environmentally safe manner.

SUSTAINABILITY

Transportation. The City will promote accessible, attractive, economically viable and environmentally sound transportation options that meet the needs of residents, employers, employees and visitors for safe, convenient and efficient travel by a variety of methods. This element will encourage concentration of future development along Pinole's three primary transportation corridors and will set a policy to replace the City's vehicle fleet with hybrid fuel and other viable alternative fuel vehicles.

Compact Development. The physical form of the city will support energy efficiency and the use of sustainable energy sources through more compact development and diverse housing opportunities to achieve more efficient use of public facilities and services, and land resources, and to improve the jobs/housing balance.

Open Space. The City will seek to conserve lands of scenic and recreational value and to use open space and parks to serve as community buffers between Pinole and its neighbors. Preserving open space and reforestation can also help Pinole offset greenhouse gas emissions.

Environmentally Sensitive Lands. The City will endeavor to conserve natural habitat, preserve connections between habitats, minimize impact to watershed functions including water quality and flood protection, and avoid natural hazards.

CLIMATE CHANGE

Though greenhouse gas emissions were discussed above in Environmental Systems, climate change has become such a priority for local governments that it is a separate issue area for Pinole to address. The City has set goals, policies, and implementation actions that guide Pinole's efforts to address climate change while also preparing the city for the adverse effects of climate change.

A large part of the City's response to climate change will be reducing the City's greenhouse gas (GHG) emissions from energy, waste, and transportation sources while embracing the expansion of the city's green infrastructure and green technology and industry. By addressing climate change and reducing GHG emissions, Pinole will become a more sustainable city. Reducing GHG emissions improves a city's air quality, improves public health, boosts the local economy, and reduces damage to the city's environmental systems.

AB 32, the Global Warming Solutions Act of 2006, codified the State's goal of reducing GHG emissions to 1990 levels by 2020. This act defined a number of milestones to be met by the State and vested principle authority in the California Air Resources Board (CARB). In addition, there are a number of other important statutes and regulations affecting GHG emissions and providing incentive funding to support climate change action efforts. The Background Report addresses the regulatory framework in more detail.

Potential Impacts

There have been many studies in the past few years that have found that human activities are a major influence on climate change by changing the composition of the atmosphere and modifying the land surface. Increases of GHGs in the atmosphere result in an increase in

SUSTAINABILITY

average global temperatures.¹ In 2006, climate modeling was performed by the California Energy Commission that determined possible future impacts of climate change in California. The results showed increasing smog and unhealthy air, hotter and more dangerous temperatures in the summer, less snowfall which means reduced water supplies, increasing numbers of wildfires, and a rise in sea level by as much as 3 meters by the end of the century. See the Health and Safety Element (Chapter 9) for more discussion on these impacts and their effects on Pinole.

Local Government Actions

In June, 2009, the California Air Pollution Control Officers Association (CAPCOA) prepared a report on ways for local governments to address climate change. They determined that there are five core areas of local government operations responsible for climate change. Those areas are energy use, waste and recycling, water delivery and wastewater treatment, transportation, and the built environment. Pinole has addressed those five core areas in the goals, policies, and implementation actions set in this Element and in the Community Character Element, Growth Management Element, Land Use and Economic Development Element, Circulation Element, Community Services and Facilities Element, and Natural Resources and Open Space Element.

GOALS, POLICIES AND IMPLEMENTATION ACTIONS IN OTHER ELEMENTS

All of the other General Plan Elements help enhance the sustainability of Pinole. As mentioned above, the specific policies that are considered sustainable are identified by the leaf symbol. In this General Plan, some of the major areas of sustainable development and policies that will affect and improve sustainable growth for Pinole for now and into the future are:

1. Create opportunities for more compact development along transportation corridors.
2. Promote alternative modes of transportation.
3. Preserve Industry and promote Green Industry.
4. Create opportunities for diverse housing types affordable to all income levels.
5. Protect open space, resources and sensitive habitats.
6. Protect and promote a healthy community.

These policies will support a sustainable community by reducing Pinole's dependence on non-renewable natural resources and its production of wastes, while improving livability and

¹ Model Policies for Greenhouse Gases in General Plans: A Resource for Local Government to Incorporate General Plan Policies to Reduce Greenhouse Gas Emissions. California Air Pollution Control Officers Association. June 2009.

SUSTAINABILITY

promoting sustainable socio-economic and environmental well-being of Pinole and all its inhabitants.

GOALS, POLICIES AND IMPLEMENTATION ACTIONS

The goals of this element are as follows and are listed subsequently with corresponding policies and implementation actions.

- Goal SE.1: Become a “Model City” that demonstrates how sustainable practices can be incorporated in the municipal, commercial and residential functions of a city.
- Goal SE.2: Create a nurturing and enriching environment where learning about sustainable practices begins from the earliest ages and is available to all community members, businesses and decision makers.
- Goal SE.3: The City will reduce its contribution to climate change and mitigate and adapt to the effects of climate change as appropriate.
- Goal SE.4: Optimize energy efficiency and renewable energy.
- Goal SE.5: Achieve a solid waste diversion of 75% of the waste stream by 2020.
- Goal SE.6: Integrate green building standards into all new and rehabilitated development.
- Goal SE.7: Air Quality will be maintained and improved for the City of Pinole and the Bay Area as a region and not decline below levels measured in the early 1990’s.
- Goal SE.8: Utilize transit options and reduce vehicle miles traveled and single-occupancy vehicle use.
- Goal SE.9: Protect, preserve and enhance the natural resources of Pinole.

GOAL SE.1 Become a “Model City” that demonstrates how sustainable practices can be incorporated in the municipal, commercial and residential functions of a city.

POLICY SE.1.1 Coordinate sustainability efforts among all City Departments and all segments of society to form an active partnership in making a sustainable community a citywide responsibility.

Action SE.1.1.1 Align City mission statements, budgeting and operations with sustainability goals. Consider sustainability criteria in City policy, City purchasing, municipal operations and program decisions.

SUSTAINABILITY

- Action SE.1.1.2** Designate the Planning Commission to coordinate and accelerate organizational and community implementation of sustainable practices and to ensure integration of environmental, economic and social policies and programs.
- Action SE.1.1.3** Report progress on sustainability goals regularly as part of the General Plan Annual Review.
- Action SE.1.1.4** Regularly disseminate information about the City's sustainability efforts and plans on the City's website, in the newsletter and through other methods.
- Action SE.1.1.5** Establish baselines of City operations such as the City's energy use, trash export, recycling, local food production, etc. in order to evaluate the City's progress toward reducing energy consumption and waste and set goals for future waste reduction targets.
- Action SE.1.1.6** Promote a Green Rating System to be used for programs such as rating local businesses as "green businesses".
- POLICY SE.1.2** Conduct public outreach to Pinole businesses to inform them about rebates and other financial incentives for using ENERGY STAR® or equivalent energy-efficient appliances, lighting, and heating equipment.
- POLICY SE.1.3** Enhance the energy efficiency of all City facilities.
- Action SE.1.3.1** Conduct energy audits for all public facilities, as feasible.
- Action SE.1.3.2** Retrofit facilities for energy efficiency where feasible. Include items such as increased insulation, green or reflective roofs, and low-emissive window glass.
- Action SE.1.3.3** Implement an energy tracking and management system for City departments and public facilities.
- Action SE.1.3.4** Work with Public Works to install energy-efficient lighting retrofits and occupancy sensors on public facilities.
- POLICY SE.1.4** Require all newly constructed, purchased, or leased municipal buildings or facilities meet minimum standards for green building as appropriate.
- Action SE.1.4.1** Consider setting standards for green building for public facilities that include a minimum LEED certification and integrate solar design, heat-minimizing features such as cool paving, landscaping, pervious surfaces, and other appropriate techniques.

SUSTAINABILITY

- POLICY SE.1.5** Provide adequate resources to all City staff, including appropriate training, education, and support, to implement objectives and policies to reduce GHG emissions from City operations.
- Action SE.1.5.1** Provide energy efficiency training, including opportunities to obtain LEED certification for relevant staff.
- Action SE.1.5.2** Provide information on energy use and management to managers and others making decisions that influence energy use.
- Action SE.1.5.3** Provide energy design review services to departments undertaking new construction or renovation projects to facilitate compliance with LEED standards.
- GOAL SE.2** Create a nurturing and enriching environment where learning about sustainable practices begins from the earliest ages and is available to all community members, businesses and decision makers.
- POLICY SE.2.1** Support the efforts of community groups, including the Pinole Valley High School Environmental Academy, to educate the public about sustainability and climate change.
- Action SE.2.1.1** Assist in the creation of effective educational materials and outreach efforts relating to climate change.
- Action SE.2.1.2** Support the Development and implementation of a program to present educational information to schoolchildren about climate change and behaviors that reduce GHG emissions and mitigate the effects of climate change.
- Action SE.2.1.3** Acknowledge outstanding local efforts (private and public) that support the City's sustainability goals, including the reduction of GHG emissions.
- Action SE.2.1.4** Consider establishing and/or sponsor competitions, or contests that promote climate protection, reducing GHG emissions, or fund-raising to support community climate protection programs.
- Action SE.2.1.5** Support student participation in local efforts to combat or raise awareness about climate change and GHG emissions.
- POLICY SE.2.2** Pinole should continue to encourage a vital economy that supports green businesses and green industry.
- Action SE. 2.2.1** Through the Redevelopment Agency and education programs, create a "Green Jobs Incubator" to help create more green jobs and offer green job training opportunities.

SUSTAINABILITY

- Action SE.2.2.2** Join the Bay Area Green Business Program, a partnership of environmental agencies, professional associations, waste management agencies, utilities and a concerned public.
- Action SE.2.2.3** Support and encourage conveniently located child care services with flexible hours.
- GOAL SE.3** The City will reduce its contribution to climate change and mitigate and adapt to the effects of climate change as appropriate.
- POLICY SE.3.1** Reduce greenhouse gas emissions from City operations and community sources by a minimum of 15 percent below current or baseline levels by the year 2020.
- Action SE.3.1.1** Complete the in-progress Greenhouse Gas Emissions Inventory for Government Operations and the community (or Planning Area) consistent with State or other accepted protocol. The Inventory shall provide a business-as-usual forecast for GHG emissions for 2020 and 2030.
- Action SE.3.1.2** Within 12 months of completion of a baseline GHG Inventory, initiate development of a Climate Action Plan that identifies how the City will achieve its 15% reduction target by 2020, at a minimum.
- POLICY SE.3.2** Pinole will establish a coordinated, creative public outreach campaign, including publicizing the importance of reducing GHG emissions and steps community members can take to reduce their individual impacts.
- Action SE.3.2.1** Encourage civic, educational, religious and neighborhood institutions to specifically address climate change.
- Action SE.3.2.2** Implement neighborhood-based outreach efforts to combine and promote energy and water conservation, solid waste reduction, safety and livability.
- Action SE.3.2.3** Use a variety of media and methods to promote climate awareness and GHG reduction, including TV, radio, using local celebrities as spokespeople, advertising in the local paper, collaborating with companies and agencies who have an impact on the local environment, and designing a climate change-themed webpage.
- Action SE.3.2.4** Organize events and workshops to promote actions that reduce GHGs generated from energy, waste, and transportation. Topics could include backyard composting, office waste recycling, selecting and planting drought-tolerant plants, installing advanced irrigation systems, weatherizing, smart lighting, and conducting self-audits for energy use and efficiency.

SUSTAINABILITY

- Action SE.3.2.5** Pinole should either organize, or look to participate in, an annual Climate Protection Summit or Fair to educate the public on current climate science, projected local impacts, and local efforts and opportunities to reduce GHG emissions.
- Action SE.3.2.6** Provide a “carbon footprint calculator” on the City’s website for individuals and small businesses, and provide individually tailored assessments for complex organizations and entities.
- Action SE.3.2.7** Work with City and County agencies to publicize greenhouse gas-reducing projects and actions through public education efforts.
- POLICY SE.3.3** Pinole will mitigate climate change by decreasing heat gain from pavement and other hard surfaces associated with infrastructure (i.e. heat island effect).
- Action SE.3.3.1** Reduce heating and cooling loads by promoting light-colored roofs and paving materials, planting trees, and increasing vegetative cover.
- Action SE.3.3.2** Where possible, use parkway strips to allow shading of streets by trees.
- Action SE.3.3.3** Require the use of shade trees on south- and west-facing sides of structures, where possible.
- Action SE.3.3.4** Include low-water landscaping in place of hardscaping around transportation infrastructure and in parking areas.
- Action SE.3.3.5** Where feasible, require the use of pervious pavement options.
- Action SE.3.3.6** Where feasible, require the use of edible landscaping and low-water landscaping.
- POLICY SE.3.4** Reduce GHG emissions by reducing vehicle miles traveled and by increasing or encouraging the use of alternative fuels and transportation technologies.
- Action SE.3.4.1** Over time, replace the City’s vehicle fleet with alternative fuel vehicles.
- Action SE.3.4.2** Encourage carpools and transit use by City employees.
- Action SE.3.4.3** Work with WCCTAC to develop and update the Action Plan for Routes of Regional Significance, establish Multimodal Transportation Service Objectives (MTSOs), and to coordinate planning for projects and programs of regional importance.
- Action SE.3.4.4** Encourage businesses to provide employees with information on alternatives to single-occupancy driving (e.g., offer literature on the Transit 511 program to support carpooling).

SUSTAINABILITY

Action SE.3.4.5 The City will ensure that new developments incorporate both local and regional transit measures into the project design.

Action SE.3.4.6 The City will give priority to projects that will result in reduction of vehicle miles traveled per capita while maintaining sustainability and economic vitality.

Action SE.3.4.7 The City will encourage the growth and enhancement of an interconnected transportation system that allows a shift in travel from private passenger vehicles to alternative modes, including public transit, ride sharing, bicycling, and walking.

Action SE. 3.4.8 Promote technological innovations to help reduce automobile, truck and other motorized equipment emissions.

GOAL SE.4 Optimize energy efficiency and renewable energy.

POLICY SE.34.1 Explore and promote opportunities for the City's use of sustainable energy sources (e.g. solar, wind, biomass, tidal energy generation, methane, geothermal, and hydropower).

Action SE.4.1.1 Utilize, where feasible, renewable energy and clean generation technologies such as solar, wind, biogas, tidal, cogeneration, and fuel cells to power City facilities using tax-free low-interest loans and other available financial options.

Action SE.4.1.2 Evaluate the feasibility of purchasing renewable energy certificates to reduce the City's contribution to greenhouse gas emissions.

Action SE.4.1.3 Designate suitable sites to prioritize their development for renewable energy generation.

Action SE.4.1.4 Adopt measures to protect the renewable energy use of the sites and their resources, such as utility easements, rights-of-way, and land set-asides.

POLICY SE.4.2 Explore opportunities for City-wide expansion of Programs and Facilities related to energy efficiency and conservation.

Action SE.4.2.1 Continue to identify and remove regulatory or procedural barriers to producing renewable energy in building and development codes, design guidelines, and zoning ordinances. Work with related agencies in areas such as fire, water, and health that may impact the use of alternative technologies. Actively participate in the development protocols for alternative energy storage such as biodiesel, hydrogen, and/or compressed air.

SUSTAINABILITY

- Action SE.4.2.2** Provide energy conservation information to the public.
- Action SE.4.2.3** Provide information to planning and building staff and citizen review bodies regarding energy conservation and efficiency issues, including Pinole's energy conservation policies, and work with applicants to achieve energy conservation goals.
- Action SE.4.2.4** Provide technical assistance to builders and developers to encourage sustainable and energy efficient building design.
- POLICY SE.4.3** Pinole will promote and require renewable energy generation and co-generation where feasible and appropriate.
- Action SE. 4.3.1** Require that new office/retail/commercial or industrial development, or major rehabilitation (e.g. additions of 25,000 square feet commercial, or 100,000 square feet industrial) incorporate renewable energy generation either on- or off-site to provide 15% or more of the project's energy needs.
- POLICY SE.4.4** Identify opportunities for creating energy conservation and efficiency programs for application in Pinole facilities, residences, schools and local businesses.
- Action SE.4.4.1** Utilize energy-efficient products for City equipment purchases where feasible.
- Action SE.4.4.2** Continue to conduct energy audits of Pinole facilities and implement energy efficiency and retrofitting recommendations from those audits. Seek funding from available state sources and grant opportunities, as well as the CIP.
- Action SE.4.4.3** Where feasible and appropriate, transition to LED/energy efficient lights in all City facilities and equipment.
- Action SE.4.4.4** Set a target to meet a majority of the City's energy needs via renewable energy.
- Action SE.4.4.5** Explore funding sources and mechanisms for energy efficiency improvements for residences. (ex: AB 811, which provides cities ways to fund energy efficiency improvements via assessments).
- POLICY SE.4.5** Pinole will continue to promote and support and require, where appropriate, the development of solar energy.
- Action SE.4.5.1** Require that, where feasible, all new buildings be constructed for easy, cost-effective installation of solar energy systems. This should include

SUSTAINABILITY

requiring such features as optimal roof orientation, clear access without obstructions, and appropriate roof framing and wiring.

Action SE.4.5.3 Require that any building constructed in whole or in part with City funds incorporate passive solar design features such as daylighting and passive solar heating, where feasible.

Action SE.4.5.4 Pinole will protect active and passive solar design elements and systems from shading by neighboring structures and trees, as consistent with existing tree shading requirements.

POLICY SE.4.6 Pursue and provide economic incentives and creative financing for renewable energy projects, as well as other support for community members or developers seeking funding for such projects.

Action SE.4.6.1 Provide, where possible, grants, rebates, and incentives for renewable energy projects, including reduced fees and expedited permit processing.

Action SE.4.6.2 Pinole will provide, where feasible, creative financing for renewable energy projects, including subsidized or other low-interest loans, and the option to pay for system installation through long-term assessments on individual property tax bills.

Action SE.4.6.3 Pinole will pursue partnerships with other governmental entities and with private companies and utilities to establish incentive programs for renewable energy.

POLICY SE.4.7 Pinole will implement measures to support the purchase and use of renewable and alternative energy.

Action SE.4.7.1 Evaluate the feasibility and effectiveness of using Community Choice Aggregation as a model for providing renewable energy to meet Pinole's electricity needs, including potential partnerships with other jurisdictions.

GOAL SE.5 Achieve a solid waste diversion of 75% of the waste stream by 2020.

POLICY SE.5.1 Continue and expand programs to reduce solid waste generated from all sectors of the city. Programs may include recycling, reuse, source reduction and composting.

Action SE.5.1.1 Continue the City's e-waste recycling program.

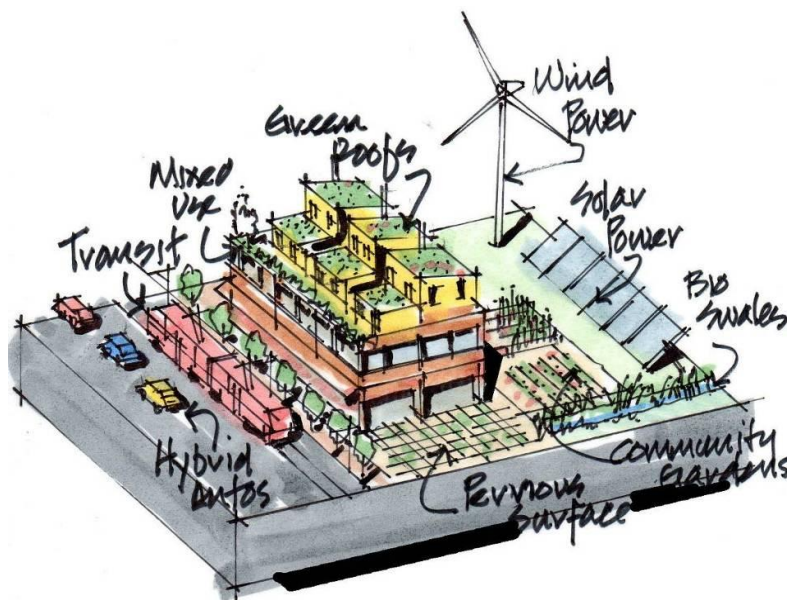
Action SE.5.1.2 Improve and expand curbside recycling and other residential recycling services.

Action SE.5.1.3 Continue to improve internal City and County waste prevention practices.

SUSTAINABILITY

- Action SE.5.1.4** Expand City recycling of asphalt and other street material.
- Action SE.5.1.5** Encourage continued commercial food-waste collection program.
- Action SE.5.1.6** Develop an ordinance reducing construction-generated waste.
- Action SE.5.1.7** Develop and implement a plan for City communications and facilities to eventually become primarily paperless.
- POLICY SE.5.2** Support public awareness and participation in household waste management, control and recycling.
- Action SE.5.2.1** Promote and expand recycling programs, purchasing policies, and employee education to reduce the amount of waste produced.
- POLICY SE.5.3** Prior to reuse, former commercial and industrial sites will be cleaned up, according to relevant state and federal regulations.
- POLICY SE.5.4** Reduce waste from construction activities.
- Action SE.5.4.1** Pinole will adopt a Construction and Demolition Waste Recovery Ordinance, requiring building projects to recycle or reuse a minimum percentage of unused or leftover building materials.
- Action SE.5.4.2** Require all new development and major rehabilitation projects to recycle or salvage a majority of the non-hazardous construction and demolition debris.
- Action SE.5.4.3** Establish clear and consistent guidelines for how and when used construction materials can be used in new or remodel construction.
- POLICY SE.5.5** Enforce regulation of local and state laws regarding the production, use, storage and transportation of hazardous materials and waste.
- POLICY SE.5.6** Development on sites with known contamination of soil and groundwater shall be regulated to ensure that construction workers, future occupants, and the environment as a whole are adequately protected from hazards associated with contamination.

SUSTAINABILITY



GOAL SE.6 Integrate green building standards into all new and rehabilitated development.

POLICY SE.6.1 Develop local green building and energy efficiency standards.

Action SE.6.1.1 Explore a Green Building Ordinance to require green building standards be utilized such as the use of renewable energy, efforts to improve air and water quality, and to conserve natural resources. Other areas to consider addressing in the Ordinance include building orientation and shading, landscaping, solar orientation, and sustainable building materials.

Action SE.6.1.2 Investigate sliding-scale building permit fees with rebates and/or expedited permit review for high-performance green buildings and higher fees for conventional buildings.

Action SE.6.1.3 Develop a Green Streets program to encourage designs that enhance the City's ecological function, reduce stormwater discharge through the use of pervious surfaces where appropriate, add infiltration enhancements (e.g. planters, swales, and channels), and increase sidewalk planting areas to reduce the heat island effect in developed areas and provide room for additional trees and shrubs within public right-of-way areas.

POLICY SE.6.2 Explore the establishment of an energy plans examiner and a required field inspection of energy systems to ensure maximization of energy efficiency.

Action SE.6.2.1 Reduce energy consumption in buildings by balancing energy-efficient design with land use compatibility during the design review process.

SUSTAINABILITY

POLICY SE.6.3 Promote opportunities to improve resource conservation practices in the local building and construction industry.

Action SE.6.3.1 The City of Pinole will ensure that contracts for roadway construction and repair shall utilize recycled and resource-efficient materials where feasible.

POLICY SE.6.4 Support markets for sustainable products through City procurement policies and procedures targeting the areas of construction, facilities maintenance and general office activities.

Action SE.6.4.1 Research and establish Environmental Preferable Purchasing policies that provide for resource conservation while ensuring cost effective purchases.

POLICY SE.6.5 Include environmentally sensitive design approaches that incorporate resource-conserving construction practices within Pinole's Design Guidelines.

POLICY SE.6.6 Collaborate with other local jurisdictions to share resources, and develop sustainable and resource efficient building policies and programs that are optimized for the region. This approach may include the following:

- Optional or incentive-based sustainable building provisions to encourage compliance.
- Conservation of natural resources when planning site development.
- Use of resource efficient building materials, including recycled-content materials.
- Promotion of water efficiency and conservation measures, including low-impact development strategies.
- Increased energy efficiency in building and site designs.
- Promotion of the use of renewable energy in new development proposals.
- Improved indoor air quality that includes the use of formaldehyde-free, non-toxic construction materials.

POLICY SE.6.7 Where feasible, install energy efficient and/or reflective roofing materials on existing or new City facilities.

SUSTAINABILITY

GOAL SE.7 Air Quality will be maintained and improved for the City of Pinole and the Bay Area as a region and not decline below levels measured in the early 1990's.

POLICY SE.7.1 Continue working with the Bay Area Air Quality Management District and other regional agencies to:

1. Improve air quality through pollution prevention methods.
2. Ensure enforcement of air emission standards.
3. Reduce local and regional traffic (the single largest source of air pollution in the city) and support public transit improvements.
4. Promote regional air pollution prevention plans for business and industry.
5. Promote strategies to reduce particulate pollution from residential fireplaces and wood-burning stoves.
6. Locate parking appropriately and provide adequate signage to reduce unnecessary "circling" and searching for parking.
7. Promote anti-idling policies and programs.

Action SE.7.1.1 Apply BAAQMD-approved criteria air pollutant reducing *Basic Construction Mitigation Measures* to all future construction projects within the GPU Planning Area where feasible whether or not construction-related emissions exceed applicable *Thresholds of Significance*. These best management practices include the following:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as

SUSTAINABILITY

required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.

7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
8. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations (BAAQMD, 2010).

POLICY SE.7.2 Support the expansion of tree planting and landscaping practices that encourage the use of trees, plants, and vegetation to improve air quality to enhance the scenic quality of the City.

Action SE.7.2.1 Establish tree planting targets in order to reduce or sequester greenhouse gas emissions, provide for energy efficiency, and to enhance the City's quality of life.

Action SE.7.2.2 Pursue funding for private and public park and street tree planting.

Action SE.7.2.3 Establish and maintain a Pinole tree planting guide to encourage tree planting, reduce long-term maintenance costs, reduce fire hazards, improve energy efficiency, and enhance the quality of the community over time.

Action SE.7.2.4 Develop landscape standards that require minimum planting and maintenance requirements for new and retrofit development and the use of native or drought-tolerant vegetation.

POLICY SE.7.3 Support efforts to comprehensively address air quality issues through education, regulation, and innovation.

ACTION SE.7.3.1 Increase public awareness of air quality problems, rules and solutions through use of City publications and networks.

ACTION SE.7.3.2 Reduce methane emissions released from waste disposal. Encourage recycling, decrease waste sent to landfills, require landfill methane recovery and promote methane recovery for energy production from other sources.

ACTION SE.7.3.3 Research and consider a set of standards that provide a set of voluntary measures to incorporate clean vehicles in private fleets and promote the use of clean alternative fuels.

SUSTAINABILITY

- ACTION SE.7.3.4** Continue to encourage innovative technologies and programs such as clean-fuel, electric and low-emission cars that reduce the air quality impacts of the automobile.
- ACTION SE.7.3.5** Support alternate work schedules where feasible. Encourage employers to allow alternate work schedules for employees, telecommuting and other practices that reduce auto trips.
- POLICY SE.7.4** In order to reduce vehicle miles traveled and traffic congestion, new development within 1,000 feet of an existing or planned transit stops should be designed to encourage the usage of public transit and minimize the dependence on the automobile through the application of site design guidelines.
- Action SE.7.4.1** Develop a TDM program for Pinole that includes such improvements as bike parking, showers for employees, etc.
- POLICY SE.7.5** Air quality will be maintained and improved by requiring project mitigation, such as Transportation Demand Management (TDM) techniques, where significant air quality impacts are identified.
- POLICY SE.7.6** Air quality should not decline from levels experienced during the early 1990s, when the community's growth capacity was last re-examined.
- GOAL SE.8** Utilize transit options and reduce vehicle miles traveled and single-occupancy vehicle use.
- POLICY SE.8.1** Encourage alternatives to single-occupancy vehicle use, including using public transit, carpooling, teleworking, bicycling and walking.
- Action SE.8.1.1** Publicize and participate in campaigns to promote options to single-occupancy vehicle travel.
- Action SE.8.1.2** Pursue funding opportunities for projects that increase pedestrian accessibility to transit stops, neighborhood shopping areas, schools, religious facilities, and parks.
- Action SE.8.1.3** Provide maps highlighting alternative modes of transportation and preferred routes for those modes.
- Action SE.8.1.4** Explore parking pricing to all appropriate commercial areas to reduce single-occupancy vehicle use.
- Action SE.8.1.5** Educate all employees on fuel-efficient driving practices, such as avoiding unnecessary idling.

SUSTAINABILITY

- Action SE.8.1.6** Explore providing City employees with transit subsidies for travel on business to improve air quality and reduce greenhouse gas emissions.
- Action SE.8.1.7** Include sidewalks, separated sidewalks whenever possible, on both sides of all new street improvement projects, except where there are severe topographic or natural resource constraints.
- Action SE.8.1.8** Whenever feasible, ensure transit stops are safe and sheltered, with clean benches and adequate lighting.
- POLICY SE.8.2** Encourage development of a planning and zoning strategy to absorb all new growth in the city in areas that achieve transit-supportive densities through strategic development controls.
- Action SE.8.2.1** Adopt a specific plan for Pinole's transit corridors.
- Action SE.8.2.2** Ensure transportation centers are multi-modal to allow transportation modes to intersect.
- POLICY SE.8.3** Encourage housing opportunities for all income levels to ensure that workers in Pinole can live in the City and reduce the need for outbound commuting for employment.
- POLICY SE.8.4** Consider the creation of a citywide transportation business improvement district in which commercial property owners would fund a private transportation service, which would be operated by a nonprofit Transportation Management Association. The transportation service could operate a shuttle to provide essential connectivity to points within and outside Pinole while also helping to alleviate congestion.
- POLICY SE.8.5** Work with WestCAT, AC Transit and other transit providers to support expanded transit lines and increased frequency of service on major transit arterials.
- POLICY SE.8.6** Establish parking policies and requirements that capture the true costs of private vehicle use and support alternative modes of transportation.
- Action SE.8.6.1** Encourage shared parking opportunities, such as movie theaters with primary parking needs in evenings and churches or other facilities with weekend-only parking needs.
- Action SE.8.6.2** Consider reducing minimum parking requirements for new development.
- Action SE.8.6.3** Continue to encourage shared parking programs in mixed-use and transit-oriented development.

SUSTAINABILITY

- Action SE.8.6.4** Consider using time limited/metered parking to discourage private vehicle use, especially at peak times.
- Action SE.8.6.5** Require that new and fully renovated commercial and retail development provide preferential parking for electric vehicles and vehicles using alternative fuels.
- POLICY SE.8.7** Work to improve Pinole’s pedestrian and bicycle infrastructure and to meet the needs of all pedestrians bicyclists.
- Action SE.8.7.1** Implement public transit-, bicycle- and pedestrian-oriented land use and design strategies in new development, as described in the Land Use and Circulation Elements of the General Plan to reduce the number of single-occupant trips in fossil-fueled vehicles.
- Action SE.8.7.2** Consider establishing a “free bicycle” program with bicycles that the public may borrow for trips around Pinole.
- Action SE.8.7.3** Require new commercial, multi-family residential, and mixed-use development to provide secure bicycle parking.
- Action SE.8.7.4** The City will set a deadline by which it will be assured that all city parks, schools, commercial districts, and other high-volume trip destinations within Pinole provide secure bicycle parking.
- Action SE.8.7.5** Establish and implement standards that meet or exceed state law for “complete streets” that foster equal access by all users in the roadway system. Include standards that address connection of bicycle and pedestrian access to other areas, safe road crossings, adequate and secure bike parking at public and private facilities, and street standards as is feasible for bicycle infrastructure.
- Action SE.8.7.6** Apply for regional, state, and federal grants for bicycle and pedestrian infrastructure projects.
- POLICY SE.8.8** Invite public involvement whenever possible to share information and invite input about transportation issues, projects, and processes.
- POLICY SE.8.9** Implement traffic and roadway management strategies to improve mobility and efficiency and reduce associated emissions. (See Circulation Element).
- POLICY SE.8.10** Support and promote the use of low- and zero-emission vehicles, alternative fuels, and other measures to directly reduce emissions from motor vehicles.
- Action SE.8.10.1** Develop the necessary infrastructure to encourage the use of zero-emission vehicles and clean alternative fuels, such as development of electric vehicles charging facilities and alternative fueling stations.

SUSTAINABILITY

Action SE.8.10.2 Encourage new construction to include vehicle access to properly wired outdoor receptacles to accommodate plug-in vehicles.

Action SE.8.10.3 Establish incentives for use of alternative fuel, electric, or gas-electric hybrid vehicles.

GOAL SE.9 Protect, preserve and enhance the natural resources of Pinole.

POLICY SE.9.1 Encourage policies to prudently manage water resources to sustain plant and animal life, support urban activities and protect public health and safety.

Action SE.9.1.1 Where feasible, institute a water conservation program for City of Pinole facilities; for example, installation of waterless urinals and low-flow sinks and showers.

Action SE.9.1.2 Encourage the use of recycled water and drought-resistant landscaping in Pinole facilities, public roadway landscape, and new development.

Action SE.9.1.3 Establish incentives for development projects that achieve a 20% reduction in water use over baseline of 1995.

Action SE.9.1.4 Continue to comply with state and county C.3 requirements of limiting impervious surface area and reducing stormwater runoff and work to increase Low Impact Development throughout the City.

Action SE.9.1.5 Continue to plan and implement upgrades or other options to improve solids processing, comply with permit requirements, and help prevent overflow and runoff into the Bay.

Action SE.9.1.7 Continue to require new development applicants to incorporate post-construction stormwater treatment systems and best management practices on the site.

Action SE.9.1.8 Require that stormwater treatment measures use Low Impact Development systems such as vegetation to treat pollutants in stormwater runoff (e.g., through rain gardens, bioretention areas and living roof systems).

POLICY SE.9.2 Protect open space and working landscapes.

Action SE.9.2.1 Conserve lands of scenic and recreational value.

Action SE.9.2.2 Use open space to define urban areas.

Action SE.9.2.3 Establish opportunities for urban agriculture uses and promote the public health and environmental benefits of consuming locally grown organic foods.

SUSTAINABILITY

- Action SE.9.2.4** Limit development on steep ridgelines and slopes. Establish required setback distances.

- POLICY SE.9.3** Protect environmentally sensitive habitats, conserve natural habitat lands and preserve habitat connectivity.

- Action SE.9.3.1** Designate environmentally sensitive natural resource areas as Open Space, Parks and Recreation, Rural, or San Pablo Bay Conservation Areas appropriate in the City's Land Use Element Map to help ensure long-term protection of natural resources within the City.

- Action SE.9.3.2** Require biological studies in conjunction with development proposals within or near natural habitat lands, including land designated as Rural in the General Plan Land use Map (**Figure 5.5**).

- Action SE.9.3.3** Avoid disturbance of sensitive biological resources in conjunction with new development, redevelopment, or other construction activities.

- Action SE.9.3.4** Establish policies, programs, and funding mechanisms to create, develop, and preserve conservation areas and to discourage development in those areas. Impose mitigation fees for development on lands that would otherwise be in a conservation area and use funds generated to protect other areas from development.

- POLICY SE.9.4** Establish programs and policies to increase water conservation and the use of recycled water.

- Action SE.9.4.1** Conduct a water reclamation study for using reclaimed waste water for irrigation.

- Action SE.9.4.2** Establish criteria and standards to permit the safe and effective use of gray water (on-site water recycling). Review, and appropriately revise, without compromising health or safety, other building code requirements that might prevent the use of such systems.

- Action SE.9.4.3** Create an inventory of non-potable water uses within the jurisdiction that could be served with recycled water.

- Action SE.9.4.4** Establish a water conservation plan that may include such policies and actions as reducing per capita water consumption, restricting landscape watering, performance standards for irrigation equipment and water fixtures, and requirements that increased demand from new construction be offset with reductions so that there is no net increase in water use.

- Action SE.9.4.5** Implement a public outreach campaign to promote water conservation.

- POLICY SE.9.5** Establish new policies that continue to encourage the maintenance and growth of Pinole's urban forest.

SUSTAINABILITY

- Action SE.9.5.1** Minimize removal of mature, healthy trees in conjunction with new development, as required by the tree protection ordinance.
- Action SE.9.5.2** Establish programs and policies to ensure landscaping and forests are installed and managed to optimize their climate benefits.
- Action SE.9.5.3** Pinole will install water-efficient landscapes and irrigation, including planting drought-tolerant plants and native species, covering exposed dirt with moisture-retaining mulch, using advanced technology such as moisture-sensing irrigation controls, and promoting urban agriculture by installing edible landscapes that provide local food.
- Action SE.9.5.4** Promote the planting of shade trees and establish shade tree guidelines and specifications that include recommendations for tree planting based on land use, recommendations for tree types based on size, branching patterns, whether deciduous or evergreen, whether roots are invasive, etc. Include recommendations for placement including distance from structures, density of planting, and orientation relative to structures and the sun.

[Return to Agenda](#)

Pinole Sustainability Accomplishments

as of September 2021

Legislative:

- 2010 Climate Element of the General Plan
- Green Infrastructure Plan
- Adoption of State Water Efficient Landscape Ordinance (WELO)
- Solar Permit Expediting

Energy:

- Member of MCE
- MCE Enrollment (Ranked #1 in County)

Water:

- Water Conservation (Communitywide) – ranked #3 in the County

Municipal Best Practices:

- Purchase of Recycled Content Paper
- Paper Reduction:
 - Electronic (Paperless) building permit plan check
 - Acquiring and implementing Public Records Request software that facilitates electronic production of files rather than print/pickup
 - Improving access to digitized records by way of Laserfiche software implementation which decreases paper reliance and duplication of records
 - Improving the format of the Council meeting agenda packet and reducing the number of printed packets from 11 to 2 every two weeks.
 - Identifying other areas where a paper copy of records/files is redundant and changing processes.
- Improving energy efficiency in city facilities:
 - Energy audits done in the past and several fixtures have been upgraded to LED (PW staff tries to upgrade to LED when older fixtures need to be replaced in the normal course of maintenance).
 - Many of the city street lights have been upgraded to LED and those non-LED's remaining are upgraded when the fixtures fail and need to be replaced.
 - Public Works is in the process of replacing several cooling units. All new units meet all current energy efficiency and Title 24 requirements.
- Vehicles and Equipment:
 - Public Works has purchased a hybrid vehicle for the Code Enforcement Officer.
 - All of the heavy equipment Public Works is purchasing complies with all current California Air Resources Board tier 4 diesel requirements. Future vehicle purchases are evaluated on a case-by-case basis.
- Landscape/water use:

- Any recent projects have required planting of water efficient plants and natural drainage to use rainwater to irrigate areas in new projects.
- Public Works has changed turf maintenance and landscape practices to reduce water usage.
- Community events and education:
 - The city has hosted Coastal Clean Up days, Dumpster Days, Earth Days, Mattress Collection Days, and Compost Giveaway Days.

Future Planned Actions or Actions in Process:

- Tree Planting: the city has not planted any trees and all planting is on hold until a tree plan can be developed. The Garden Club has planted several trees in the past year for memorial purposes.
- Future AC unit replacement at the wastewater treatment plant (WWTP) in the Operations/Lab Building.
- WWTP consulting with CH Energy to see if they can convert all of the light fixtures at the treatment plant to LED.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 09/22/2020 by the following vote:

		John Gioia
		Candace Andersen
AYE:	5	Diane Burgis
		Karen Mitchoff
		Federal D. Glover
NO:		
ABSENT:		
ABSTAIN:		
RECUSE:		



Resolution No. 2020/256

ENDORISING THE DECLARATION OF A CLIMATE EMERGENCY IN CONTRA COSTA COUNTY THAT DEMANDS ACCELERATED ACTIONS ON THE CLIMATE CRISIS AND CALLS ON LOCAL AND REGIONAL PARTNERS TO JOIN TOGETHER TO ADDRESS CLIMATE CHANGE

RESOLVED, by the Board of Supervisors of the County of Contra Costa, State of California, that:

WHEREAS, according to the Intergovernmental Panel on Climate Change (IPCC), increasing emissions of greenhouse gases (GHG) will cause global temperatures to rise 1.5 degrees Celsius by as early as 2030; and

WHEREAS, on June 24, 2019, more than 70 health organizations including the American Medical Association and the American Public Health Association declared climate change to be a health emergency and issued a call to action for government, business, and civil society leaders to recognize climate change as a health emergency; and

WHEREAS, California's Governor Gavin Newsom in Executive Order N-19-19 has committed state agencies to immediate and bold actions that reduce greenhouse gas emissions, curb the impacts from climate change, and develop a Climate Investment Framework; and

WHEREAS, the State of California since 2005 has established the following climate goals and targets:

- 80% reduction in greenhouse gases below 1990 levels by 2050 (Executive Order S-03-05, 2005)
- 1990 greenhouse gas emission levels by 2020 (AB 32, 2006)
- 40% reduction in greenhouse gases below 1990 levels by 2030 (SB 32, 2016)
- Net carbon neutrality by 2045 (Executive Order B-55-18, 2018)
- Provide 100% of the State's electricity from clean energy sources by 2045 (SB 100, 2018); and

WHEREAS, the State of California has recognized the need for careful study and planning to decrease demand and supply of fossil fuels, while managing the decline in a way that is economically responsible and sustainable; and

WHEREAS, for Contra Costa County, rising global temperatures will cause sea levels to rise (up to six feet or more by year 2100 under certain scenarios), contribute to increasingly extreme weather, including intense rainfall, storms, and heat events, and heightened risk of wildfires; and

WHEREAS, the consequences of climate change pose risks to life, safety and critical infrastructure in Contra Costa County and throughout the world, and threaten physical, social, and economic well-being; and

WHEREAS, climate change impacts in Contra Costa County will be most acutely felt by children, seniors, low income populations, communities of color, and residents with unstable economic or housing situations; and

WHEREAS, the Vulnerability Assessment developed for the Envision Contra Costa 2040 General Plan indicates that the most vulnerable County residents, including households in poverty, low-income households, and persons experiencing homelessness, are more likely to be severely impacted by a changing climate, including flooding, wildfires, extreme heat, and poor air quality; and

WHEREAS, the Vulnerability Assessment also indicates that there is severe vulnerability in the County's agriculture sector, industrial and manufacturing centers, including oil refineries, rangelands, and the Delta due to climate impacts, as well as infrastructure including major roads and highways, flood control, parks and open space, railroads and BART, and wastewater treatment plants and infrastructure; and

WHEREAS, fossil fuels are recognized as a primary contributor to the rapidly changing climate; and

WHEREAS, seven of the ten largest industrial pollution sources in the San Francisco Bay Area are located in Contra Costa County; and

WHEREAS, twenty-five census tracts in Contra Costa County are recognized by the State of California as being in the top twenty-five percent of "disadvantaged communities" or "communities of concern" that are disproportionately burdened by sources of pollution; and

WHEREAS, rates of asthma, obesity, and breast, colorectal, lung, and prostate cancer are higher in Contra Costa County than in the rest of California, and in some cases, the nation, particularly in census tracts that are located near large industrial facilities; and

WHEREAS, the world is facing an unprecedented crisis with the COVID-19 pandemic, which has swept across the world causing global human tragedy and an historical economic setback, forcing a rebuild of our economy and a need to introduce the necessary recovery plans to restore sustainable progress and prosperity to the citizens of Contra Costa; and

WHEREAS, long-term exposure to air pollution increases vulnerability to experiencing the most severe COVID-19 outcomes, further burdening the disproportionately affected communities that traditionally carry the brunt of the negative impacts of climate change, particularly in census tracts recognized as disadvantaged communities; and

WHEREAS, the Bay Area Air Quality Management District on June 17, 2020, adopted a *Resolution Condemning Racism and Injustice and Affirming Commitment to Diversity, Equity, Access and Inclusion*, which among other things notes that "studies have shown that racial discrimination takes a tremendous toll on the physical and mental health of Black people in the U.S. Racial discrimination is now recognized as a public health crisis," "These higher death rates are not a random coincidence; but, instead, is the result of systemic racism and a consequential lack of social, economic and political opportunities," and "community proximity to sources of air pollution is one of these systemic issues," and resolves "We affirm our commitment to fighting for racial justice and changing the systems that continue to perpetuate racial disparities, especially as they contribute to disproportionate exposure to hazardous air pollution. We vow to use our voice and resources as an ally to the Black community to affect the meaningful and measurable changes that are so urgently needed in the Bay Area;" and

WHEREAS, the COVID-19 crisis could mark a turning point in progress on climate change and there will be a need for a resilient recovery after the pandemic, and Contra Costa County's capacity to act depends largely on our ability to work together in solidarity to build the bridge between fighting COVID-19, biodiversity loss, and climate change; and

WHEREAS, the County has taken a number of actions to address climate change, some of which include: adopting and implementing the 2015 Climate Action Plan; selecting MCE as the electricity provider for unincorporated Contra Costa County, in large part because of the higher clean energy content MCE offers; investing in clean energy, efficient building technologies, and alternative fuels for County operations; providing opportunities to generate more clean energy in Contra Costa County; developing an electric vehicle readiness blueprint; providing energy efficiency programs to County residents; increasing composting and recycling in County facilities; and

WHEREAS, the County is in the process of updating its General Plan, Climate Action Plan, and zoning codes, which provide an opportunity to follow the State's guidance outlined in the California Air Resources Board 2017 Climate Change Scoping Plan by taking action to strengthen policies for the unincorporated County and County operations to better reflect state policies on land use, transportation, energy, natural and working lands, agriculture, conservation, waste management, short-lived climate pollutants, and the built environment; and

WHEREAS, the Climate Action Plan includes goals and specific actions the County will take to address the climate emergency, including future policy direction; and

WHEREAS, County residents in 2019 and 2020 community meetings related to the ongoing update of the County's Climate Action Plan and General Plan have expressed interest in having better access to locally grown fresh food; and

WHEREAS, behavioral changes are important in achieving climate goals and creating communities that are safer and healthier; and

WHEREAS, the current pace of climate actions may still fall short of reducing the projected harm to people and places and

accelerated actions need to be taken to reduce our GHG emissions and implement solutions to prepare and protect our communities; and

WHEREAS, by declaring a climate emergency, Contra Costa County will join the over 1,000 national, international and local jurisdictions, including many in the Bay Area, that have made similar declarations that commit to reducing GHG emissions and planning for climate change.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Contra Costa declares a climate emergency that threatens the long-term economic and social well-being, health, safety, and security of the County, and that urgent action by all levels of government is needed to immediately address this climate emergency.

BE IT FURTHER RESOLVED that Contra Costa County supports the State of California's recent goals to reduce greenhouse gases by 40% below 1990 levels by 2030 (SB 32, 2016); achieve net carbon neutrality by 2045 (Executive Order B-55-18, 2018); and provide 100% of the State's electricity from clean energy sources by 2045 (SB 100, 2018); and intends to take actions to help achieve these goals.

BE IT FURTHER RESOLVED that Contra Costa County establish an interdepartmental task force of all Department heads, or their senior deputies, that will focus on urgently implementing the County's Climate Action Plan – as currently adopted and as it may be amended by the Board – and identifying additional actions, policies, and programs the County can undertake to reduce and adapt to the impacts of a changing climate. This task force should report to the Board of Supervisors through the County Sustainability Commission and the Board's Sustainability Committee on a semi-annual basis starting in March 2021. Reports to the Board of Supervisors shall be discussion items for the Board.

BE IT FURTHER RESOLVED that the Board of Supervisors and the County Sustainability Commission seek input from the community (with a special focus on highly impacted Environmental Justice communities), workers (especially impacted workers), and business/industry to help the County anticipate and plan for an economy that is less dependent on fossil fuels, helps plan for a "Just Transition" away from a fossil-fuel dependent economy, and considers how the County's recovery from the COVID-19 pandemic can incorporate the County's climate goals. As the State of California adopts policies and goals for reducing pollution and addressing climate change, the County will develop strategies to improve the health, safety, infrastructure, job opportunities and revenue opportunities during the shift to a zero emission economy. The County will provide special attention to helping develop new opportunities for frontline and impacted communities that realize economic, health and other benefits. The Commission will include this topic in its ongoing advice to the Board of Supervisors.

BE IT FURTHER RESOLVED that Contra Costa County should develop policies to require all new construction to be fully electric through the adoption of reach building codes.

BE IT FURTHER RESOLVED that Contra Costa County will prioritize the implementation of its Climate Action Plan in order to achieve greenhouse gas reductions as soon as possible and will consider equity and social justice issues in the implementation of the plan.

BE IT FURTHER RESOLVED that health, socio-economic, and racial equity considerations should be included in policymaking and climate solutions at all levels and across all sectors as the consequences of climate change have significant impacts on all County residents, especially the young, the elderly, low-income or communities of color, and other vulnerable populations.

BE IT FURTHER RESOLVED that the General Plan and Climate Action Plan as updated should include land use policies and actions that will facilitate greater availability of fresh food to County residents by creating more opportunities for community gardens, urban gardens, farmers markets, and related policies and programs.

BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County calls for all Contra Costa cities and agencies, as well as regional agencies, to also approve a Climate Emergency Declaration to create a unified Countywide voice around climate change and strengthen the call for state and federal actions and funds to address the economic, social, public health, and national security threats posed by the climate crisis.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: September 22, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Jane McHuen, Deputy

Contact: Jody London, Sustainability Coordinator,
925-674-7871

TEMPLATE/MODEL CLIMATE EMERGENCY RESOLUTION

(long version, with citations embedded)

This Model Resolution is based on a close reading of Climate Emergency Resolutions recently passed by jurisdictions in Northern California and can be modified to reflect local requirements and conditions.

**A RESOLUTION OF THE [XX CITY COUNCIL/XX BOARD OF SUPERVISORS]
DECLARING A CLIMATE EMERGENCY
AND AN IMMEDIATE MOBILIZATION EFFORT
TO RESTORE CLIMATE STABILITY**

WHEREAS, the effects of global climate disruption are experienced at regional and local levels, as droughts, catastrophic fires, and rising sea levels threaten our communities, our economy, and future generations; and

WHEREAS, [City/County], along with other communities across California, already experiences the impacts of more extreme weather events, including higher temperatures, the threat of increased frequency and magnitude of wildfires and associated air pollution, health outcomes, utility and transportation service interruptions, flooding, economic disruption, property loss and dislocation, housing shortages, school closures, drought and water shortages, compromised agricultural production, food insecurity, and increased demand on public sector resources and emergency response capacity; and

WHEREAS, for the last 650,000 years, planetary levels of carbon dioxide (CO₂), a potent and long-lived inert greenhouse gas, fluctuated between 180 and 290 parts per million (PPM), but never exceeded 300 PPM¹ because natural systems maintained equilibrium over hundreds of thousands of years; and

WHEREAS, a stable climate over the last 12,000 years encouraged the development of agriculture and human civilization, and that stability is now threatened as a result of human activity, in particular the increased use of fossil fuels burned for energy and industrial production, and deforestation for increased agricultural production over the last 150 years, leading to unsustainable levels of certain greenhouse gases in the Earth's atmosphere²; and

WHEREAS, the dramatic increase in the use of fossil fuels since the Industrial Revolution began in the 1800s has resulted in a 40% increase in heat-trapping greenhouse gases in the Earth's atmosphere, particularly carbon dioxide (CO₂) and methane (CH₄), as well as the gases associated with refrigeration, causing an unsustainable imbalance in natural systems³; and

WHEREAS, global atmospheric concentrations of CO₂ have increased from 280 PPM in 1870 to 410 PPM in 2020, and are rising at a rate of 2 to 3 parts per million (PPM) annually, which has direct correlation to global warming and climate disruption in the 21st century⁴; and

¹ NASA, Luthi, D., et al., 2008; Etheridge, D.M., et al., 2010; NOAA Mauna Loa CO₂ record.

² NASA, Sohn, Emily, Vital Signs of the Planet, "Climate Change and the Rise and Fall of Civilizations", 1.20.14.

³ NASA, Bates, Sophie, Earth Science News Team, "Direct Observations Confirm That Humans Are Throwing Earth's Energy Budget off Balance", March 25, 2021

⁴ <https://www.climate.gov/news-features/understanding-climate/climate-change-atmospheric-carbon-dioxide>

WHEREAS, global annual average concentrations of CO₂ have risen at a pace that has accelerated over the last 40 years, from ~339 PPM in 1980 to 410 PPM in 2019, an increase of more than 20%, and that increase in CO₂ correlates to an ~84% of the increase in the heat-trapping capacity of the atmosphere over the past decade⁵; and

WHEREAS, the natural systems and cycles that remained stable over millennia are now overburdened by excess greenhouse gas emissions, resulting in a global average temperature increase of 1.1°C (1.98°F) above pre-industrial levels⁶ and, according to the latest projections, is trending to reach a 1.5°C (2.7°F) by 2026⁷; and

WHEREAS, more than a million species may be at risk of future extinction due to climate change, and global warming is projected to cause the extinction of over one-third of the Earth's animal and plant species by 2050 if current greenhouse gas emissions trajectories continue — a catastrophic loss that would irreversibly reduce biodiversity and alter both ecosystems and human societies across the globe⁸; and

WHEREAS, to stabilize global temperatures, atmospheric levels of CO₂ must be reduced to no more than 350 PPM by 2030 if, according to former National Aeronautics and Space Administration climatologist Dr. James Hansen, “humanity wishes to preserve a planet similar to that on which civilizations developed and to which life on Earth is adapted” and, ideally, should be restored to early industrial levels of approximately 300 PPM by mid-century; and

WHEREAS, the 2015 Paris Agreement, signed by all the nations of the world, has a stated objective of “...keeping a global temperature rise this century well below 2° Celsius [3.6°F] above pre-industrial levels and to pursue efforts to limit the temperature increase even further to 1.5° Celsius [2.7°F]”; and

WHEREAS, in October, 2018, the United Nations Intergovernmental Panel on Climate Change (IPCC), the largest collaborative and consensus-based effort among the world's scientific community, issued “*Special Report on Global Warming of 1.5 Degrees Celsius*”⁹, which noted that our “carbon budget” is equal to 10 years of greenhouse gas emissions, and conservatively estimated that global net greenhouse gas emissions must fall by at least 45% below 2010 levels no later than 2030, and reach ‘net zero’ emissions no later than 2050 in order to stay below a 1.5°C (2.7°F) increase in global temperatures and avoid long-lasting and/or catastrophic and irreversible climate impacts; and

⁵ National Oceanic and Atmospheric Agency, “Atmospheric Carbon Dioxide”, <https://www.globalchange.gov>

⁶ Hanson, James, et al., Global Temperature in 2017 (January 18, 2018)

⁷ See, *Inter Alia*, Henley and King “Trajectories Toward the 1.5°C Paris Target: Modulations by the Interdecadal Pacific Oscillation” (2017), *Geophys. Res. Lett.*, 44, 4256-4262, doi

⁸ Center for Biological Diversity, “Global Warming and Endangered Species Initiative”; and February 20, 2020, Roman-Palacios, Cristian and John Wiens, “Recent Responses to Climate Change Reveal the Drivers of Species Extinction and Survival”, National Academy of Sciences of the United States

⁹ IPCC, 2018: Summary for Policymakers. In: *Global Warming of 1.5°C. An IPCC Special Report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty* [Masson-Delmotte, V., P. Zhai, H.-O. Pörtner, D. Roberts, J. Skea, P.R. Shukla, A. Pirani, W. Moufouma-Okia, C. Péan, R. Pidcock, S. Connors, J.B.R. Matthews, Y. Chen, X. Zhou, M.I. Gomis, E. Lonnoy, T. Maycock, M. Tignor, and T. Waterfield (eds.)]. *World Meteorological Organization, Geneva, Switzerland, 32 pp.*

WHEREAS, the National Climate and Health Assessment of the United States Global Climate Change Research Program¹⁰ identified climate change as a significant threat to the health of the people of the United States: increased temperature-related deaths and illness, air quality impacts, extreme weather events, vector-borne diseases, waterborne illness, food safety, nutrition, mental health and well-being concerns; and

WHEREAS, in 2018, the State of California's *"4th Climate Change Assessment"*¹¹ noted that the 2012-2016 drought led to the greatest moisture deficit in the last 1,200 years and the lowest snowpack levels in 500 years, and warned that extreme weather and climate-related events are worsening, predicting increased drought cycles and heat waves, resulting in a three-fold increase in intensity and magnitude of wildfires, diminished water supply and snow pack, increased flooding, impacts to agriculture, as well as substantial harm to human health, and negative impacts to the economy; and

WHEREAS, a study conducted by UC Berkeley found that California can expect to lose 1 percent of its annual economic output for every 1.0°C (1.8°F) increase in average temperature, which translates to an annual loss of \$26 billion to the state's gross domestic product¹²; and

WHEREAS, the 2017 state report, *"Rising Seas in California"*¹³, conservatively estimated 1.0 - 3.4 feet of sea level rise in the San Francisco Bay by 2100, with the potential of up to 10 feet of sea level rise in the San Francisco Bay by 2100, a scenario consistent with rapid Antarctic ice sheet mass loss that would be catastrophic to the communities, businesses, and economy of the Bay Area, every other coastal community, and the State of California; and

WHEREAS, to reach zero greenhouse gas emissions goals across all sectors, and rapidly drawdown or remove "legacy" greenhouse gases from the atmosphere, requires the adoption of 21st century climate solutions at every level of government, and across all sectors of business, industry, and community in order to reverse global warming and restore a safe and stable climate; and

WHEREAS, climate change has significant impacts on all community members, but disproportionately impacts those who are most vulnerable: the young, the disabled, the elderly, low-income, and disadvantaged communities, and therefore health, socio-economic, and racial equity must be included in policy considerations and the implementation of climate solutions at all levels and across all sectors; and

WHEREAS, the [City/County] has previously enacted proactive climate measures, including:

- Adoption of the following climate-related resolutions:

¹⁰ USGCRP, 2016: *The Impacts of Climate Change on Human Health in the United States: A Scientific Assessment*. Crimmins, A., J. Balbus, J.L. Gamble, C.B. Beard, J.E. Bell, D. Dodgen, R.J. Eisen, N. Fann, M.D. Hawkins, S.C. Herring, L. Jantarasami, D.M. Mills, S. Saha, M.C. Sarofim, J. Trtanj, and L. Ziska, Eds. U.S. Global Change Research Program, Washington, DC, 312 pp. <http://dx.doi.org/10.7930/JOR49NQX>

¹¹ Ackerly, David, Andrew Jones, Mark Stacey, Bruce Riordan. (University of California, Berkeley). 2018. *"San Francisco Bay Area Summary Report"*. California's Fourth Climate Change Assessment. Publication number: CCCA4-SUM-2018-005

¹² *"Estimating Economic Damage from Climate Change in the United States"*, Science Magazine, June 30, 2017

¹³ Griggs, G, Árvai, J, Cayan, D, DeConto, R, Fox, J, Fricker, HA, Kopp, RE, Tebaldi, C, Whiteman, EA (California Ocean Protection Council Science Advisory Team Working Group). *Rising Seas in California: An Update on Sea-Level Rise Science*. California Ocean Science Trust, April 2017.

- o List
- Implemented the following climate-related programs and policies:
 - o List

WHEREAS, while [City/County] supports the State of California's measures to reduce greenhouse gas emissions¹⁴, there is consensus among climate scientists that the State's emission reduction goals and timeline targets are woefully inadequate given data that indicates rapidly accelerating global warming beyond earlier predictive modeling, requiring that more aggressive efforts must be initiated at the local and regional levels to avoid the worst consequences of a warming planet; and

WHEREAS, [City/County] recognizes and acknowledges that the impacts of climate change pose an existential threat to our city/county and the region, now and increasingly in the future, as well as the state, our nation, and all life on the planet.

NOW, THEREFORE BE IT RESOLVED, [City/County] declares a climate emergency and joins the climate mobilization effort to stabilize the earth's atmosphere, slow and halt global temperature increases, and reverse global warming, to ensure a just transition and a sustainable, resilient, and healthy future for generations to come; and

BE IT FURTHER RESOLVED, [City/County] adopts this Climate Emergency Resolution as a declaration of our commitment to reducing greenhouse gas emissions at speed and scale, setting reduction targets and implementation strategies in accordance with the most recent science and data available, and revising those targets to reflect changing climate scenarios and potential impacts to our community; and

BE IT FURTHER RESOLVED, [City/County] will hereby prioritize climate policies supported by commensurate budgets, and the acceleration of measures to achieve net zero emissions by 2030, based on valid data, current research, and best practices; and

BE IT FURTHER RESOLVED, that [City/County] will prioritize the implementation of its Climate Action Plan (CAP) to achieve significant greenhouse gas reduction targets, will use the CAP as a lens in considering and adopting policies, will review and report annually on implementation progress, and will include equity and social justice outcomes in climate policies; and

BE IT FURTHER RESOLVED, [City/County] will pass ordinances to halt the development of all new fossil fuel infrastructure, rapidly phase out all fossil fuels and the technologies which rely upon them, adopt zero emission vehicle infrastructure measures and low-carbon building codes, support regenerative agriculture and measures to draw down carbon from the atmosphere, and incentivize and support economic and educational workforce transitions; and

BE IT FURTHER RESOLVED, [City/County] commits to a collaborative approach that includes neighboring and regional communities and jurisdictions, businesses, community members, and organizations, and further recognizes that partnerships which are diverse, inclusive, and

¹⁴ SB 32, 2016: reduce GhG emissions by 40% below 1990 levels by 2030; Executive Order B-55-18, 2018: achieve net carbon neutrality by 2045; SB 100, 2018: 100% of the State's electricity from clean energy sources by 2045.

promote equity are essential to support environmental, economic, and racial justice, and will work with all partners to ensure that efforts respect all community members; and

BE IT FURTHER RESOLVED, [City/County] commits to educating residents and businesses about the collective impact of using a collaborative approach to implement solutions, to catalyze a just transition and urgent climate mobilization effort at the local, regional, and state levels; and

BE IT FURTHER RESOLVED that [City/County] shall establish an interdepartmental task force of all Department heads, or their senior deputies, that will focus on urgently implementing the County's Climate Action Plan – as currently adopted and as it may be amended by [City/County]. This task force shall report to the [City/County] on a semi-annual basis starting in [Month/Year] with a written report that shall identify additional actions, policies, and programs the [City/County] can undertake to reduce and adapt to the impacts of a changing climate and to meet the Climate Action Goals.

BE IT FURTHER RESOLVED that [City/County] shall require every staff report include a section similar to "Fiscal Impact" titled "Carbon/Climate Impact". A Carbon/Climate Impact statement is an estimate prepared by [City/County] that predicts how the approval of a decision will affect (or not affect) the [City/County] greenhouse gas emissions. Like a fiscal Impact statement, staff shall assess and address how the decision before the elected body, will increase or decrease greenhouse gas emissions and include any mitigation in place or to be put in place to ensure they are mitigated to ensure minimal impact.

BE IT FURTHER RESOLVED, [City/County] directs all departments, staff, and commissions to identify and prioritize climate solutions, and commits to climate emergency mobilization practices that may include, but are not be limited to, strategies, measures, and policies that:

ENERGY & the BUILT ENVIRONMENT

- o Incentivize and support zero net energy and energy efficiency in retrofits and new construction
- o Incentivize and support energy innovations, such as solar+battery storage, microgrids, virtual energy and community solar programs, etc.
- o Require replacement of “aged-out” appliances with all-electric models
- o Require 100% Renewable Energy for both municipal and community electricity service
- o Adopt “green” building codes, including low-carbon concrete, “solar and EV ready” wiring, etc.
- o Eliminate fluorocarbon gases used in refrigeration and air conditioning
- o Eliminate the use of fossil fuels in the built environment
- o Develop policies to require all new construction and remodels to ban natural gas and be fully electric; adopt building codes that reach beyond the minimum California State standards
- o Reduce the use of carbon-intensive materials and fossil-fuel based products in construction and manufacturing, including roofing, roads, and cement
- o Reduce the use of carbon-intensive practices in industry and manufacturing

TRANSPORTATION

- o Incentivize and support adoption of zero net energy transportation

- o Walkable and bikable “complete streets”
- o Zero emission vehicles
- o Expand zero emission vehicle charging, especially at multi-family unit sites
- o Public transportation
- o Alternative commute programs
- o Incentivize zero emission vehicle charging during daylight hours
- o Incentivize and support policies that allow property owners to upgrade electrical panels to support the transition to on-site vehicle charging
- o Require and incentivize “solar and EV ready” charging infrastructure on all new and remodeled construction
- o Eliminate the use of fossil fuels in both public and private transportation
- o Purchase ZE heavy-equipment and buses (which can be used as back-up energy during emergencies)

COMMUNITY ENGAGEMENT, SUPPORT, AND RESILIENCE

- o Prioritize communication and engagement with residents, businesses, and workers
- o Prioritize and support the creation of jobs and training for careers that support economic transitions and contribute to a carbon-neutral economy
- o Prioritize underserved, marginalized, low-income, and frontline community members
- o Prioritize community energy resilience and health through building decarbonization
- o Support sustainable and affordable housing opportunities
- o Improve disaster and emergency preparedness and response
- o Assess and adapt social services and safety-net programs to ensure access to food, , clean water, housing, and mental health services before, during, and after emergency events

FOOD, AGRICULTURE, AND ZERO WASTE

- o Identify and advance farming and ranching practices that reduce greenhouse gas emissions, enhance soil quality conserve water, increase groundwater retention, and sequester carbon
- o Expand and support preservation of agriculture lands and open space
- o Enhance biodiversity and restore ecosystem function
- o Require water conservation methodologies and practices, including low-water use landscaping, storm water catchments and cisterns
- o Support green infrastructure and restorative ecology, including trees, green roofing
- o Support the elimination of food waste
- o Conserve natural and manufactured resources

BE IT FURTHER RESOLVED, [City/County] shall formally endorse legislation proposed at the State level consistent with our legislative priorities, and shall support regional and national legislation that reduces the extraction and processing of fossil fuels, lowers greenhouse gas emissions at speed and scale, improves the energy grid infrastructure, supports energy equity, advances climate solution innovations, and creates economic stability for current industries and their employees and the workforce of the future; and

BE IT FURTHER RESOLVED, [City/County] will advocate for a nationwide climate emergency mobilization effort that engages local, regional, state, and national efforts at all levels of government and society, to rapidly catalyze efforts to reverse global warming and the resulting ecological crisis; and

BE IT FURTHER RESOLVED, [City/County] calls on the elected leaders at local and regional levels through California, the State of California, both houses of the Congress of the United States, the President of the United States, and all governments and peoples worldwide to declare a climate emergency, commit to sustained effort commensurate with the crisis, and initiate real actions that can, collectively and on a global scale, reverse global warming and provide maximum protection for all people and species of the world.



CITY COUNCIL REPORT

12B-1

DATE: SEPTEMBER 7, 2021

TO: MAYOR AND MEMBERS OF COUNCIL

FROM: HEATHER IOPU, CITY CLERK

SUBJECT: PLANNING COMMISSION APPOINTMENTS

RECOMMENDATION

Consider Interview Subcommittee recommendation and approval of one (1) appointment to the Pinole Planning Commission.

BACKGROUND

The Pinole Planning Commission is a seven-member panel of Pinole residents who take action on development requests and make policy recommendations to the City Council. Currently there is one (1) vacancy on the Planning Commission, following the resignation of Sarah Flashman on April 25, 2021.

On May 7, 2021 an announcement was made to the public that a recruitment period was open and applications would be accepted by the office of the City Clerk. The recruitment period was subsequently extended twice. In total, three (3) applications were received from Rafael Menis, Laura Ramos, and James Tilman.

The City Council will consider one (1) appointment to the Planning Commission with the following term, in accordance with the Pinole Municipal Code.

- One (1) seat with a term that will expire on April 30, 2024
(this is a mid-term appointment to fill the seat vacated by Sarah Flashman, in April, 2021)

The Interview Subcommittee interviewed all three (3) candidates, on August 25, 2021. The recommendation of the subcommittee is to appoint Rafael Menis to the Planning Commission.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

- A. Planning Commission Roster
- B. Applications

2020-2021 ROSTER

PINOLE PLANNING COMMISSION

The Planning Commission meets at 7 PM on the 4th Monday each month except when there is a holiday conflict. Additional meetings are held as needed.

- | | |
|--|--|
| <p>1. Simon Wong
2750 Wright Avenue
Pinole, CA 94564
(H) 332-6497
Email: simonywong@me.com
Term expires 4/30/2023</p> | <p>Franke Martinez
2001 Buena Vista
Pinole CA 94564
(C) (917) 618-3901
Email: franke_martinez@hotmail.com
Term expires 4/30/2023</p> |
| <p>2. Adam Benzuly
2144 Bluejay Circle
Pinole, CA 94564
(H) (707) 688-6736
Email: adamsbenzuly@gmail.net
Term expires 4/30/2024</p> | <p>Ann Moriarty
2699 Samuel Street
Pinole, CA 94564
(C) (510) 672-4567
Email: kentnann@hotmail.com
Term expires 4/30/2023</p> |
| <p>3. <u>VACANT (Following Resignation of Sarah Flashman)</u>

Term expires 4/30/2024</p> | <p>7. David Kurrent, <i>Chair</i>
980 Barkley Court
Pinole, CA 94564
(H) 724-7155
(C) (510) 417-0890
Email: Ajacquez@aol.com
Term expires 4/30/2023</p> |
| <p>4. Timothy J. Banuelos
2325 Estrella Court
Pinole CA 94564
(C) (510) 872-9646
Email: tjbarch@comcast.net
Term expired 4/30/2024</p> | <p>Chair & Vice Chair Effective term:
May-April 30</p> <p>Development Review Subcommittee:</p> |



CITY OF PINOLE COMMISSION/COMMITTEE APPLICATION

COMMISSION/COMMITTEE APPLICATION: Thank you for your interest in a City Commission or Committee. To apply, you will need to complete the entire application (using N/A where items do not apply). All applications will be kept on file for one year only and applicants will be notified of any openings. Planning Commission and Community Service Commission members must be residents of the City of Pinole, and TAPS members shall be residents or business owners in Pinole.

*This application must be accompanied with the separate supplemental questionnaire for the Commission/Committee for which you are applying. Please check applicable box below.

- ☒ **Planning Commission (PMC Chapter 2.40)***
- ☐ **Community Services Commission (PMC Chapter 2.36)***
- ☐ **Traffic & Pedestrian Safety Committee (R-2007-14)***
- ☐ **Fowler House Re-Use Committee (R-2018 -67)**

Completed application packets must be filed with the **City Clerk's Office, 2131 Pear Street, Pinole, California 94564.**

APPLICANT'S NAME: Menis Rafael
Last First M.I.

ADDRESS: [REDACTED] Pinole CA 94564

TELEPHONE: [REDACTED]

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____

EMAIL ADDRESS: [REDACTED]

1. How long have you been a Pinole resident? 9 years
2. Are you registered to vote in Pinole? Yes
3. Are you currently serving on any Commission or Committee? Yes
4. Do you have a relative/household member who is: (a) City employee? No
 (b) City Council Member? No Or (c) Commission/Committee Member? No

Applicant Name: Rafael Menis

5. Have you ever attended any meetings of the Commission/Committee for which you are applying? Yes If so, number of times? 15
6. If applicable, why did you attend the meeting (e.g., personal interest or specific issue)?
Interest in the planning process
7. List your current occupation. Also list any work history related to the position you are seeking:
Home healthcare aide
8. List educational background related to the position you are seeking: B.A Political Science,
University of Chicago 2011
9. Describe the community activities, volunteer experience and/or civic organizations in which you participate: I'm on the community service commission, and look forward to our being able to do community service events again. I am also a member of the Pinole Progressive Alliance. Before my time in Pinole, I had extensive experience in various volunteer and youth organizing tasks through my work with YCSC.
10. Describe your style of working with others on a committee: Collaborative. Everyone has good ideas, but some people might not be inclined to share them at first. That's why it's important to make sure everyone is involved.
11. Describe how you might recommend policy or approach the City Council: I would research the existing policy, and identify how it could be improved. Then I would write up my thoughts and submit them to the council in the meeting process, as I have done several times.

I understand that if appointed, I must complete the California Fair Political Practices Commission Statement of Economic Interests, a public document, Form 700, and complete the Ethics Training pursuant to AB1234.

(Signature)

12/14/2020
(Date)

Attachment: Supplemental Questionnaire



PLANNING COMMISSION

SUPPLEMENTAL QUESTIONNAIRE

Name: Rafael Menis Home Phone: [REDACTED]
Email Address: [REDACTED] Cell Phone: [REDACTED]
Address: [REDACTED] City: Pinole Zip: 94564

ESSAY QUESTIONS *(please attach a separate sheet of paper for your answers and sign your name at the end)*

- What do you view as the role of the planning commission? Why did you apply/or why are you reapplying?
- How much time each week are you willing to commit to this task? **For incumbents**, what has been your attendance record?
- It is predictable in the planning environment for the commissioners to have diverse opinions on the various issues. How do you feel these conflicts of opinion should be resolved?
- By ordinance, the planning commission is charged with the responsibility of bringing new issues and concerns to the attention of the Council. How do you propose the planning commission identify these issues and concerns?
- Give one example of a personal experience that demonstrates your past experience working in a group decision making environment.
- As a member of the planning commission, you are an extension of the "City" and are charged with protecting the best interests of the City. How will you handle a situation where your personal opinions or beliefs are in conflict with the direction you are instructed to pursue by the Council?
- As redevelopment occurs, what three potential impacts on the character of the community do you deem to be of greatest concern and why?

I understand, if appointed, I must complete the California Fair Political Practices Commission Statement of Economic Interests, a public document, Form 700, and complete Ethics Training pursuant to AB 1234.

[REDACTED]
Signature

12/14/2020
Date

Completed applications and supplemental questionnaire documents must be returned to the City Clerk's Office, City Hall, 2131 Pear Street, Pinole, CA 94564. Please attach a response sheet with signature and date.

You will be notified either by e-mail or phone for the oral interview date and time.

Planning Commission Supplemental Essays- Rafael Menis

1. What do I view as the role of the planning commission? Why am I reapplying?

I view the role of the planning commission as an implementing quasi-judicial body. For the most part, the commission applies the general plan to particular projects brought before it as required by the plan and Pinole's ordinances. Ordinarily, the staff report lists the required findings for approval (or it would not have gotten that far), and in order for the commission to not approve it they need to make particular findings based in the general plan and applicable ordinances- keeping in mind that either side can appeal to the city council. The commission also acts as a place of interaction and transparency to the community- allowing concerned individuals to know more about items affecting their area or the city as a whole on a detailed, project by project level.

I am reapplying because I have been encouraged to reapply by statements from the commission and the council both, calling for past applicants to apply anew. I believe that my experience working within the community and with the city's commissions would benefit the planning commission, by improving its outreach to the public and helping to identify future issues to bring to the council's attention.

2. How much time each week are you willing to commit to this task?

Twenty hours per week- more as needed, for more complex items.

3. It is predictable in the planning environment for the commissioners to have diverse opinions on the various issues. How do you feel these conflicts of opinion should be resolved?

Through discussion with a goal of reaching consensus. Everyone on the commission is offering their best ideas to help make the city a better place- dismissing their opinions out of hand would weaken the commission and diminish the final result of deliberations. Sometimes, opinions may be irreconcilable, but generally the general plan provides clear guidelines that can shape a consensus.

4. By ordinance, the planning commission is charged with the responsibility of bring new issues and concerns to the attention of the Council. How do you propose the planning commission identify these issues and concerns?

By creating forums open to the public- virtual for now, in person when vaccination has controlled Covid sufficiently for that. There are some ideas that the commission can identify on their own through the commissioner's collective experience, but the community is best able to identify new issues and concerns through their lived experience. The plan is for the community, not the other way around.

5. Give one example of a personal experience that demonstrates your past experience working in a group decision making environment.

At one community service commission meeting, we were deciding what sort of identifiers we wanted to buy, to make identifying ourselves to the public easier at events. The options were tags, vests, or shirts. I argued for vests, others argued for shirts, and ultimately the consensus was for shirts. So we ended up getting shirts.

6. As a member of the planning commission, you are an extension of the “City” and are charged with protecting the best interests of the City. How will you handle a situation where your personal opinions or beliefs are in conflict with the direction you are instructed to pursue by the Council?

I would state my personal opinions, why they were in conflict, and then implement the council’s direction. After observing most of the planning commission meetings over the past 2 years, one thing that I have noticed is when the commission is in conflict with the council, the council wins. All that it does is waste the appellant’s funds to appeal to the council to implement the decision they desired in the first place.

7. As redevelopment occurs, what three potential impacts on the character of the community do you deem to be of greatest concern, and why?

The single factor of greatest concern for me is the decline of the big box store model, and the potential risk of having segments of the Fitzgerald mall complex suffer the fate of Hilltop mall. As mall landlords are not, strictly speaking, required to rent space out at all if they don’t receive adequate offers in terms of their rent demanded, the worst case scenario would be what we see happening in parts of San Francisco- limited interest in the larger spaces, high rents demanded, empty stores for months, perhaps even years.

The second factor of concern is housing availability. While the city of Pinole has taken steps to encourage further housing development with the adoption of the 3 corridors specific plan amendment (to name one example), in order to ensure that future residents of Pinole are able to live here, housing availability and construction still needs to be prioritized. Without further housing construction, population pressures throughout the region will lead to rising rental rates, forcing out segments of the community and blocking new ones without substantial incomes from joining Pinole and making it better.

Finally, there’s the concern of traffic. Road space in most parts of the city is set. As a result, one risk of increasing housing stock density is an increase in traffic levels to beyond what the community can tolerate, either because of raw noise level or because of quality of life issues. Longer term, a stronger mass transit system could mitigate the impacts of traffic from higher density housing, but in the short to medium term it has to be considered.



PLANNING COMMISSION

SUPPLEMENTAL QUESTIONNAIRE

Name: JAMES T. ILMAN

Home Phone: [REDACTED]

Email Address: [REDACTED]

Cell Phone: [REDACTED]

Address: [REDACTED]

City: Pinole Zip: 94564

ESSAY QUESTIONS (please attach a separate sheet of paper for your answers and sign your name at the end)

- What do you view as the role of the planning commission? Why did you apply/or why are you reapplying?
- How much time each week are you willing to commit to this task? **For incumbents**, what has been your attendance record?
- It is predictable in the planning environment for the commissioners to have diverse opinions on the various issues. How do you feel these conflicts of opinion should be resolved?
- By ordinance, the planning commission is charged with the responsibility of bringing new issues and concerns to the attention of the Council. How do you propose the planning commission identify these issues and concerns?
- Give one example of a personal experience that demonstrates your past experience working in a group decision making environment.
- As a member of the planning commission, you are an extension of the "City" and are charged with protecting the best interests of the City. How will you handle a situation where your personal opinions or beliefs are in conflict with the direction you are instructed to pursue by the Council?
- As redevelopment occurs, what three potential impacts on the character of the community do you deem to be of greatest concern and why?

I understand, if appointed, I must complete the California Fair Political Practices Commission Statement of Economic Interests, a public document, Form 700, and complete Ethics Training pursuant to AB 1234.

[REDACTED]

7-29-2021
Date

Completed applications and supplemental questionnaire documents must be returned to the City Clerk's Office, City Hall, 2131 Pear Street, Pinole, CA 94564. Please attach a response sheet with signature and date.

You will be notified either by e-mail or phone for the oral interview date and time.

Questionnaire

1. What do you view as the role of the planning commission?

Issues such as growth, environmental, future demands for services like wastewater and fire protection. Make recommendation on permitted land usages for residential, commercial and industrial sits.

Why did you apply/or why are you reapplying?

As a member I have a lot to offer our City because of my past experience in the building trades. My major was Environmental Design Engineering. I read plans and know building codes. Plus I would like to see more development in our city.

My personal experience in our city began in 1992. I took over Peter Murray's position on the planning commission when he became a council member. I chaired the Design Review Committee from 1992-1996. I was also appointed to the Blue Ribbon Task Force, Old Town Park Study, Wireless Ordinance Study, Community/Civic Center Feasibility Study, California Coastal Clean-up as Donation Coordinator, Citizens spoke person at Wastewater Subcommittee. I would be an asset as a planning commissioner.

2. How much time each week are you willing to commit to this task? For incumbents, my record?

I am committed to as much time as the job requires. I am committed to our city.

3.It is predictable in the planning environment for the commissioners to have diverse opinions on the various issues. How do you feel these conflicts of opinion should be resolved?

I will try honestly to see the other person's point of view. Conflicts are best resolved through compromise and viewing all opinions equally.

4. By ordinance, the planning commission is charged with the responsibility of bringing new issues and concerns to the commission identify these issues and concern?

All land use issues should first be discussed at the Planning Commission level and readied for city council action.

5. Give one example of a personal experience that demonstrates your past experience working in a group decision making environment

I remember how hard we worked on the San Pablo Avenue project. The developer was constructing an office building with a 15 foot set back next to residential developments which he did two years before. When the project was approved by the city we agreed to have a 15 foot set back as a buffer zone between two type of developments. He did only a 5 foot set back.. We worked as a group to save construction site from cutting off 10 feet. We came together and made a decision to make him remove 10 foot of the building so it would comply with the city agreement for his project.

6. As a member of the planning commission you are an extension of the "City" and are charged with protecting the best interests of the City. How will you handle a situation where your are instructed to pursue by the Council?

It would be handled without conflict and in the best interest of our City and community.

7). As redevelopment occurs, what three potential impacts on the character of the community do you deem to be of greatest concern and why?

- a).A new hospital to serve our city and surrounding communities. .*
- b). Freeway traffic over flowing on to Pinole Valley Road and Appian Way during peak hours.*
- c). LAFCO is a good source for regional planning. We should model our endeavors after City of Hercules in order to maintain our future growth and tax base along Highway 4.*

COMMISSION/COMMITTEE APPLICATION: Thank you for your interest in a City Commission or Committee. To apply, you will need to complete the entire application (using N/A where items do not apply). All applications will be kept on file for one year only and applicants will be notified of any openings. Planning Commission and Community Service Commission members must be residents of the City of Pinole, and TAPS members shall be residents or business owners in Pinole.

☒ **Planning Commission (PMC Chapter 2.40)***
☐ **Community Services Commission (PMC Chapter 2.36)***
☐ **Traffic & Pedestrian Safety Committee (R-2007-14)***
☐ **Fowler House Re-Use Committee (R-2018 -67)**

APPLICANT'S NAME: Ramos, Laura A.
Last First M.I.

ADDRESS: [REDACTED] Pinole, Ca 94564 mailing
Pinole, Ca 94564 physical

TELEPHONE: [REDACTED]

BUSINESS ADDRESS: 0 - retired

BUSINESS TELEPHONE: 6

EMAIL ADDRESS: [REDACTED]

- 317 of 325

Return to Agenda

Commission / Committee Application / Date: 5/6/21

Applicant Name: Lacera Ramos

5. Have you ever attended any meetings of the Commission/Committee for which you are applying? yes If so, number of times? online 2, physically Too many to count
6. If applicable, why did you attend the meeting (e.g., personal interest or specific issue)?
General interest recently, specific interests before
7. List your current occupation. Also list any work history related to the position you are seeking:
Retired, worked with The City when De Nova Ramos did an impell project
8. List educational background related to the position you are seeking: College degree
Non teaching Physical Education - an emphasis in Kinesiology
9. Describe the community activities, volunteer experience and/or civic organizations in which you participate: PTA local past president, vp + secretary Council
Bayview; PTA multiple leadership positions @ Elmhurst;
BSA Pack 42, Troop 127, Venture Crew 146, District Advancement
Chair: Hermosa District
10. Describe your style of working with others on a committee: as a teammate
, bouncing ideas off each other, looking for guidance
with a subject I am unfamiliar with
11. Describe how you might recommend policy or approach the City Council: I would work
with my fellow commissioners first and then
reach out to a single Council member for guidance

I understand that if appointed, I must complete the California Fair Political Practices Commission Statement of Economic Interests, a public document, Form 700, and complete the Ethics Training pursuant to AB1234.

5/6/21
(Date)

Attachment: Supplemental Questionnaire

SUPPLEMENTAL QUESTIONNAIRE NOT RECEIVED



CITY COUNCIL REPORT

12B2

DATE: SEPTEMBER 7, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: HEATHER IOPU, CITY CLERK

SUBJECT: APPOINTING A CITY COUNCIL MEMBER AS REPRESENTATIVE TO DISCUSS FORMATION OF AN EAST BAY WILDFIRE PREVENTION AND VEGETATION MANAGEMENT JOINT POWERS AUTHORITY (JPA)

RECOMMENDTION

It is recommended that the City Council of the City of Pinole appoint a Council member to be the City's designated representative to discuss formation of a wildfire prevention JPA, by minute order.

BACKGROUND

On August 17, 2021, the City Council approved a resolution, proposed by the East Bay Wildfire Prevention and Vegetation Management Joint Powers Authority (JPA) formation committee, that would commit City representatives to participate in discussions regarding the formation of the JPA. During discussion of the item, the City Council expressed interest in identifying a single council member to be the primary city official to participate in these discussions.

REVIEW AND ANALYSIS

As stated in the approved resolution (See Attachment A), it is anticipated that the appointed City Council representative will participate in negotiations and meetings convened by a coalition of local stakeholders to consider formation of a regional East Bay Wildfire Protection Vegetation Management Joint Powers Authority to address fire safety concerns for Pinole and the larger Easy Bay area.

The City Council may nominate and confirm its selection of a representative by minute order.

FINANCIAL CONSIDERATIONS

There is no financial impact.

ATTACHMENT

A. August 17, 2021 Staff Report

**CITY COUNCIL
REPORT**

71

DATE: AUGUST 17, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: CHRIS WYNKOOP, FIRE CHIEF

SUBJECT: RESOLUTION TO PARTICIPATE IN DISCUSSIONS REGARDING AN EAST BAY WILDFIRE PREVENTION AND VEGETATION MANAGEMENT JOINT POWERS AGENCY

RECOMMENDATION

Staff recommends that City Council consider a resolution, proposed by the East Bay Wildfire Prevention and Vegetation Management Joint Powers Authority (JPA), committing City personnel to participate in discussions regarding the formation of the JPA.

INTRODUCTION

On July 6, 2021, a representative of the East Bay Wildfire Prevention and Vegetation Management JPA formation committee made a presentation to Council asking that Council make staff and/or officials available to participate in discussions related to the formation of the JPA. The proposed JPA is not a formed entity yet; the request is for a Council resolution committing City representatives to join discussions about JPA formation.

BACKGROUND

At the July 6, 2021 Council meeting, the East Bay Wildfire Prevention and Vegetation Management JPA formation committee proposed that, in the face of increasing threats from wildfire, a regional approach to keep residents in the East Bay Hills and surrounding communities protected from wildfire may be of benefit.

DISCUSSION

The JPA committee's presentation focused on the fact that a large portion of the East Bay region, throughout the East Bay Hills from Hercules to Fremont, including areas in Pinole, are within CalFire designated high-risk danger zones. Consequently, the JPA committee suggested that regional coordination may prove both more effective and more efficient in developing and implementing best practices, as well as sharing expertise and other resources. They requested that the City adopt a resolution to participate in discussions related to the formation of the JPA. The resolution would not commit the City to participation in the JPA per se. Rather, it would commit the City to making staff and/or

officials available to participate in negotiations and meetings convened by a coalition of local stakeholders to discuss the matter. The resolution being proposed (Attachment A) is based on a model resolution provided by the JPA formation committee.

FISCAL IMPACT

There is no fiscal impact related to considering this item or accepting a resolution for same.

ATTACHMENTS

Attachment A	A Resolution of the City Council of the City of Pinole, County of Contra Costa, State of California, to Participate in Discussions Regarding an East Bay Wildfire Prevention and Vegetation Management Joint Powers Agency.
--------------	---

RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, TO PARTICIPATE IN DISCUSSIONS REGARDING AN EAST BAY WILDFIRE PROTECTION VEGETATION MANAGEMENT JOINT POWERS AGENCY

WHEREAS, the series of historic wildfires throughout California and the Western United States in recent years demonstrates the potential for devastating local effects as well as throughout the region, including loss of life, habitat destruction, economic impacts, infrastructural damage, and public health hazards associated with air quality, among others, and

WHEREAS, reactive approaches to fire management and containment are deployed during times of crisis, thus overextending local and state resources, and

WHEREAS, the spread of wildfire does not respect political or jurisdictional boundaries, resulting in burn areas and air quality impacts from smoke extending throughout the region, and

WHEREAS, a large portion of the East Bay region, including the East Bay Hills from Hercules to Fremont, including areas in Pinole, are within CalFire designated high-risk danger zones, and

WHEREAS, a more coordinated approach and investment in wildfire prevention and vegetation management may help to mitigate the number and severity of wildfire events, and

WHEREAS, regional coordination may prove both more effective and more efficient in developing and implementing best practices, as well as sharing expertise and other resources, and

WHEREAS, the East Bay Region contains more than 20 municipalities, counties, and fire districts, including the City of Pinole, that may all benefit from a coordinated fire management approach.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Pinole does hereby agree to make staff and/or officials available to participate in negotiations and meetings convened by a coalition of local stakeholders to consider formation of a regional East Bay Wildfire Protection Vegetation Management Joint Powers Agency to address fire safety in the East Bay Area.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 17th day of August 2021, 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 17th day of August 2021.

Heather Iopu, CMC
City Clerk